

**MEMORANDUM OF UNDERSTANDING FOR CURATORIAL SERVICES
BETWEEN THE
JONATHAN WAINWRIGHT VETERANS AFFAIRS MEDICAL CENTER, WALLA WALLA
WASHINGTON
AND
WASHINGTON STATE UNIVERSITY
MUSEUM OF ANTHROPOLOGY**

This Memorandum of Understanding, between Jonathan Wainwright Veterans Affairs Medical Center (VAMC), herein after referred to as the Depositor, and the Museum of Anthropology at Washington State University, hereinafter referred to as the Repository is to facilitate curatorial services for archaeological artifacts, specimens and associated records herein called the Collections.

I. Background and Objectives: This agreement is executed pursuant to the following authorities and standards: 36 CFR Part 79 : "Curation of Federally-Owned and Administered Archaeological Collections"; the Antiquities Act of 1906 (P.L. 209; 16 U.S.C. 431-433), the Reservoir Salvage Act of 1960, as amended (P.L. 86-523 as amended by the Archaeological and Historic Preservation Act of 1974 (PL 93-291); the National Historic Preservation Act of 1966, as amended (P.L. 101-601; 25 U.S.C. 3001-3013); the Archeological Resources Protection Act (16 U.S.C. 470 aa- 470 mm); the Historic Buildings, Objects and Antiquities Act of 1935 (P.L. 292; 16 U.S.C. 461-467); the Federal Land Policy and Management Act (FLPMA) of 1976; the Federal Property and Administrative Act of 1949 (40 USC 483); and the Native American Graves Protection and Repatriation Act (NAGPRA) of 1990 (25 USC 3001-3013); VA Directive and Handbook 7545.

II. Definitions. For the Purpose of this Memorandum of Understanding, the Collections include associated records, as well as, objects or specimens defined as follows:

A. *Associated records* means original records (or copies thereof) related to museum collections. Associated records include all documentation generated by archaeological, historical, ethnographic, or scientific investigations. Examples include but are not limited to: site forms, field notes, field catalogs, drawings, maps, artifact inventories, diaries, photographs, photo logs, slides, negatives, files, video and audio cassettes, computer diskettes, printouts or computerized data, manuscripts, reports, publications, resource identification documentation, oral histories, deeds, survey plats, and accession catalogs and inventory records. (See 36 CFR Part 79.4)

B. *Collection* means material remains that have been collected, excavated or removed during a survey, excavation or other study of a prehistoric, historic, or paleontological resource. Collections are made up of objects or specimens that include prehistoric, historic objects, artifacts, works of art, archival documents, etc. (See 36 CFR Part 79.4)

C. Providing *curatorial services* means managing and preserving a collection according to professional museum and archival practices, including, but not limited to:

1. Inventorying, labeling and cataloguing a collection;
2. Identifying, documenting, and evaluating condition of a collection;

3. Storing and maintaining a collection using appropriate methods and containers, and under appropriate environmental conditions and physically secure controls;
4. Periodically inspecting a collection and taking such actions as may be necessary to preserve it;
5. Providing access and facilities to study a collection; and
6. Handling, cleaning, stabilizing and conserving a collection in such a manner to preserve it.

III. Statement of Understanding

The Parties do witness that,

WHEREAS, the long term care and protection of archaeological and historic materials for education, scientific study, and public interpretation has been a cooperative endeavor of long standing between the State of Washington and the United States; and

WHEREAS, the Depositor is required under Federal Law to preserve for future use certain collections of archaeological artifacts, specimens and associated records, herein called the Collections; and

WHEREAS, the Repository has successfully fulfilled its responsibilities for the long term care and protection of archaeological and historic materials so they are available for education, scientific study, and public interpretation within the State of Washington; and

WHEREAS, the Repository is desirous of obtaining, housing and maintaining collections from public lands and recognizes the benefits which will accrue to it, the public and scientific interests by housing and maintaining the Collections for education, scientific study and other educational purposes; and mutual benefits derived by having the Collections suitably housed and maintained by the Repository; and

WHEREAS, the Parties hereto recognize the Depositor's continued ownership and control over the Collections provided to the Repository, and the Depositor's responsibility to ensure that the Collections are suitably managed and preserved for the public good;

NOW THEREFORE, the Parties do mutually agree as follows:

A. The Depositor shall:

1. Assign as the Depositor's Representative having full authority with regard to this Agreement, a person who meets pertinent professional qualifications.
2. Ensure that all archaeological and historic material and records submitted to the Repository by the Depositor be in proper condition.
3. Jointly with the Repository's designated representative, inspect the Repository at least once every two years to check on the condition and security of the Collections and facility. Review and approve or deny requests for consumptively using rare, or

- controversial items from the Collections within 30 days of receiving written notice.
4. Contingent upon available funding, pay the storage fees established by the Repository.
5. Review and approve or deny requests for consumptive use of rare, or controversial items with the Collections (or part thereof) within 30 days of receiving written notice.
6. Shall consult with Tribes and make final determinations as to the affiliation of NAGPRA materials.

B. The Repository shall:

1. Provide long term professional care and management of the Collections and perform all work necessary to protect them in accordance with regulation 36 CFR Part 79.
2. Ensure that the person(s) providing curatorial services specified in this agreement, possesses knowledge, experience and demonstrable competence in museum methods and techniques appropriate to the nature and content of the collection under the person's management and care, and commensurate with the person's duties and responsibilities. Standards that may be used, as appropriate, for classifying positions and for evaluating person's qualifications include, but are not limited to, those listed in 36 CFR Part 79.4.(h)(1).
3. Annually inspect and inventory the Collections submitted by the Depositor to ensure the materials and records are in proper condition. Every 3 years, inventory the Collections. (Inventory in this instance will not involve an item by item inspection; rather it will entail inspection of all collection boxes to determine if security seals have been broken. A random sample of collection boxes will be opened and inspected. A status report on all collection boxes opened for authorized purposes will be reported.) The Depositor shall be notified if the materials or records are not in proper condition.
4. Provide and maintain a repository facility having requisite equipment, space and adequate safeguards for the physical security and controlled environment for the types of materials housed, including collections, records and photographs. Perform only those conservation treatments as are absolutely necessary to ensure the physical stability and integrity of the Collections and report all treatments to the Depositor.
5. Within five (5) days of the inspection, report all instances of and circumstances surrounding the loss of, deterioration and damage to or destruction of the Collections to the Depositor. Report those actions taken to stabilize the Collections and to correct any deficiencies in the physical plant or operating procedures that may have contributed to the loss, deterioration, damage or destruction. Any actions that will involve the repair and restoration of any of the Collections must be approved in advance and in writing by the Depositor. The Depositor will be given 30 days from notification to review proposed repair and restoration activities. If written agreement is not received within the designated time period, the Museum will take no action on that specific case.

6. Provide a retrieval system that will allow the Depositor and other individuals, institutions, and agencies access for scholarly study, education, public interpretation and other uses in accordance with 36 CFR Part 79. The Repository will inform the Depositor of all such loans -i.e. length of the loan and collection and artifacts loaned. All borrowers will agree to abide by the Repository's established Loan Agreement. All requests for loan of materials exceeding a period of one year will be approved by the Depositor. Only non-consumptive uses of the archaeological and historic materials from the Collections will be allowed by the Repository without prior written authorization from the Depositor.
7. Maintain complete and accurate records of the Collections, including information on the study, use, loan and location of said Collections which have been removed from the premises of the Repository.
8. Restrict access to information relating to the nature, location and character of prehistoric or historic resources from which the material remains have been or are excavated or removed in compliance with the Archaeological Resources Protection Act and with other relevant Acts and/or regulations.
9. Direct any request for transfer or NAGPRA inquiries regarding a Veterans Affairs-owned collection (or any part thereof) to the Depositor.
10. Not mortgage, pledge assign, repatriate, transfer, exchange, give, sublet, discard, sell or part with possession of all or any part of a collection covered by this agreement without prior written permission of the Depositor.
11. Be responsible for transferring the Collections, specifically the Collections from the Depositor, to a facility approved by the Depositor in the event that the Repository is closed or unable to fulfill the terms of this agreement.
12. Submit an electronic collections report notifying the Depositor when a collection from VA Lands in Washington State is received by the Repository (See Appendix A).
13. Submit a catalogue of all collections from VA Lands in Washington State housed at the Repository and submit annual updates of the catalogue to the Depositor.

IV. Special Provisions

1. Archaeological and historic material removed from public land, specifically the collections from the Depositor, remain the property of the United States even though they are curated in a State institution.
2. When a collection is from a site with religious or cultural importance to an Indian Tribe having aboriginal or historic ties to such lands, the Depositor shall enforce such terms and conditions as are contained within a permit issued pursuant to uniform regulations 43 CFR Part 7 relevant to that collection.
3. The Repository may offer its services for preparing archaeological and historic materials for acceptance to the Repository, however, the cost of such services is not

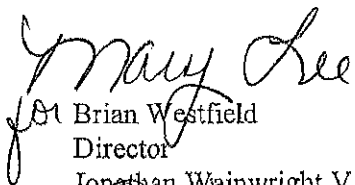
covered by this Memorandum, and the depositor may use other sources for preparing the materials for submission to the Repository. The Fee Schedule for Curation and Repository Services by the Museum of Anthropology, Washington State University is included in Appendix B.

V. Terms and Termination

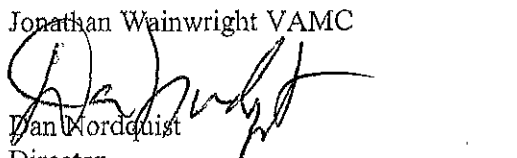
- A. The Memorandum of Understanding shall be effective upon the date of execution by both parties and shall remain in effect for five years from the date of the Depositor's signing, or until otherwise revised, extended, or terminated.
- B. The Memorandum of Understanding may be revised or extended by mutual consent of both parties, or by issuance of a written agreement signed and dated by both parties.
- C. Either party may terminate the agreement by providing 180 days written notice.
1. If the Depositor terminates the agreement, except in cases of violation of the conditions of the agreement by the Repository, the Depositor must fund the packaging and transportation costs involved in transferring the Federal property.
 2. If the Repository terminates the agreement, the Repository must fund the packaging and delivery of the Federal property, in suitable containers and properly cataloged, to the Depositor.

VI. Signatures

In witness whereof, the Parties hereto have executed this Memorandum.


for Brian Westfield
Director

Date 4/8/10

Jonathan Wainwright VAMC

Dan Nordquist
Director
Office of Grant and Research Development
Washington State University

Date 4/23/10

APPENDIX A:
Confirmation of Museum Collections' Deposition Statement

**Department of Veterans Affairs
Confirmation of Museum Collections' Deposition Statement**

Curation Facility Information

Curation Facility Official: _____
(name & title printed)

Curation Facility Name: Museum of Anthropology at Washington State University

Curation Facility Address: Washington State University
Pullman, WA 99164

Curation Facility Contact

Name: Dr. Mary Collins

Curation Facility Phone Number: 509-335-4314

Receipt of Collection Statement

I, _____ (Curation Facility Official Signature) certify that
the _____ (name of facility) has on this date,
_____, accepted the museum collections or museum objects described on the attached
_____ (number of pages) pages from _____ (name of
individual transporting the collection).

Provide a list of the objects being deposited attached to this, or a substitute curation facility form. The list must minimally contain information on the type (i.e., archaeological, historic, paleontological), number and condition of objects. After this form has been signed by the curation facility official, the original with the list of objects is to be mailed to the VA Archaeologist:

List To Be Determined Upon Discovery

Agency Archeologist:

Kathleen Schamel

Dept of Veterans Affairs Archeologist

811 Vermont Ave NW

Rm 425

Washington D.C 20420

Ph 202-461-8254

Facility POC:

Tim Anderson

Chief, Facilities Support Service

77 Wainwright Dr

Walla Walla, WA 99362

Ph 509-527-3489

APPENDIX B

Fee Schedule for Curation and Repository Services by the Museum of Anthropology, Washington State University

Fee Schedule for Curation and Repository Services Museum of Anthropology Washington State University

April, 2010

Services

Collection Inventory and Rehabilitation of materials transported to WSU but not ready for long-term curation

Tasks included:

- Prepare an item by item inventory using established Museum of Anthropology coding guidelines.
- Package and label according to 36 CFR Part 79 standards
- Prepare summary report of collection contents and known collection history, including search for missing items.
- Identify NAGPRA items (human remains, funerary items, sacred items, and items of cultural patrimony).

Rates: \$650.00 per cubic foot of shelf space of materials and associated records.
Minimum charge \$650.00.

Curation of Non-WSU Collections that meet 36 CFR Part 79 Standards

Curation will be performed only under a Memorandum of Agreement for the long-term curation and Management of archaeological collections.

Tasks included:

- Secure, professional, care of collections in accordance with 36 CFR Part 79
- Facilitation of access by qualified users
- Annual report to depositors of condition of the collections and use during the previous year.

Rates: \$6.50 per cubic foot of shelf space of materials and associated records per year.
Minimum charge \$100.00

Rates: A one time fee of \$1000 per cubic foot of materials and associated records due at

time of deposit.

Curation of Collections the meet 36 CFR Part 79 Standards with title transfer to WSU

Tasks included:

- Secure, professional, care of collections in accordance with 36 CFR Part 79
- Facilitation of access by qualified users.

Rates: A one time fee of \$1000 per cubic foot of materials and associated records due at time of deposit.