

**MEMORANDUM OF AGREEMENT BETWEEN**  
**The USAG Fort Lee Regional Archaeological Curation Facility, Directorate of**  
**Public Works, United States Army and [Second Party] for Archaeological Curation**  
**Services**

1. PURPOSE:

The purpose of this Memorandum of Agreement (MOA) is to establish the roles, responsibilities, procedures and terms to which the USAG Fort Lee Regional Archaeological Curation Facility (RACF), hereinafter called the Repository, and the [Second Party], hereinafter called the Depositor, mutually agree. When used collectively, the Repository and Depositor are referred to as the "Parties."

2. ROLES AND RESPONSIBILITIES OF THE PARTIES

2.1. The Repository shall:

2.1.1. Provide for the professional care and management of the collections listed in Appendix A and associated records listed in Appendix B, which will be reviewed annually by Repository staff prior to the end of each federal fiscal year (September 30) to ensure records are current and that the collections being curated were recovered in connection with projects for compliance with Sections 106 and 110 of the National Historic Preservation Act (NHPA), under the jurisdiction or oversight of the Depositor.

2.1.2. Perform all work necessary to protect the collections being curated in accordance with 36 Code of Federal Regulations (CFR) Part 79, *Curation of Federally-Owned and Administered Archeological Collections*, and the procedures and provisions in Sections 3 and 4 of this MOA.

2.1.3. Assign as the responsible party for the work under this MOA, a person or persons who meet 36 CFR Part 61, *Secretary of Interior's Professional Qualification Standards Historic Preservation in Archaeology*, whose expertise is appropriate to the nature and content of the collections.

2.1.4. Begin all work within 30 calendar days of physical receipt of the collections listed in Appendix A and/or associated records listed in Appendix B, and continue until services have been amended or terminated in accordance with the terms set forth herein.

2.1.5. If warranted, notify Depositor within 30 calendar days of physical receipt of the collections listed in Appendix A and/or associated records listed in Appendix B, that they do not meet required collection standards (Appendix C) and that they will be subject to artifact processing and cataloging fees, require placement in one or more sealed containers with silica gel to prevent further degradation and/or restoration work (Appendix D) in order to be accepted for curation.

2.1.6. Provide and maintain a repository facility having requisite equipment, space and adequate safeguards for the physical security and controlled environment for the collections and any other associated records in the possession of the Repository.

2.1.7. Not in any way adversely effect, through alteration or defacement, any of the collections except as may be absolutely necessary in the course of stabilization, conservation, scientific study, analysis and research. Any activity that will or could involve destruction of any of the collections must be approved in advance and in writing by the Depositor.

2.1.8. Annually inspect the facilities and the collections. Jointly with the Depositor's representative, inventory the collections every two (2) years. Arrange for only those conservation treatments that are absolutely necessary to ensure the physical stability and integrity of the collections, and report the results of inspections, inventories and treatments to the Depositor.

2.1.9 Within five (5) calendar days of discovery, report all instances and circumstances associated with the loss of, deterioration and damage to or purposeful destruction of the collections to the Depositor, 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.

2.1.10. Review and approve or deny requests for access to, or short-term loan of, the collections (or any part thereof) for scientific, educational or religious uses in accordance with 36 CFR Part 79, *Curation of Federally-Owned and Administered Archeological Collections*, and the terms set forth herein. Additionally, refer requests for consumptive uses of the collections (or any part thereof) to the Depositor for approval or denial. Access and loan requests will be documented in Appendix E.

2.1.11. Not mortgage, pledge, assign, repatriate, transfer, exchange, give, sublet, discard or part with possession of any of the collections in any manner to any third party either directly or indirectly without the prior written permission of the Depositor, and/or redirect any such request to the Depositor for response. In addition, not take any action whereby any of the collections shall or may be encumbered, seized, taken in execution, sold, attached, lost, stolen, destroyed or damaged.

2.1.12. Return any deposited items to the Depositor at Depositor expense, within forty-five (45) calendar days of receipt of a written request.

## 2.2. The Depositor shall:

2.2.1. Deliver or cause to be delivered at Depositor expense to the Repository, the collections, as described in Appendix A, and any associated records as described in Appendix B in accordance with the required collection standards (Appendix C).

2.2.2. Assign as the Depositor's representative having full authority with regard to this MOA, a person or persons who meet 36 CFR Part 61, *Secretary of Interior's Professional Qualification Standards Historic Preservation in Archaeology*, whose expertise is appropriate to the nature and content of the collections.

2.2.3. Every two (2) years, jointly with the Repository's representative, inventory the collections, any records associated therewith, and inspect the repository facility.

2.2.4. Review and approve or deny requests for loans or consumptive use of the collection (or any part thereof).

### 3. PROCEDURES

#### 3.1. Exhibition, Photographing, Reproduction and Study

All or any portion of the collections may be exhibited, photographed, reproduced and/or studied in accordance with the terms and conditions stipulated in this MOA. All exhibits, photographs, reproductions and studies shall credit the Depositor. The Repository agrees to provide the Depositor with copies of any resulting publications. Exhibits, photographs, reproductions and studies will be documented in Appendix E.

Should the Depositor request that a collection (or any part thereof) be packed and shipped to another location for exhibition, a collections exhibition fee will be assessed (see Appendix D). The fee includes packing, shipping and loan agreements. Additional fees may be assessed if special handling circumstances are required.

#### 3.2 Record Keeping

The Repository shall 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. This information will be documented in Appendix E.

#### 3.3 Removal

All or any portion of the collections from the premises of the Repository for scientific, educational or religious purposes may be allowed only in accordance with 36 CFR Part 79, *Curation of Federally-Owned and Administered Archeological Collections* and the procedures and provisions in this MOA.

### 4. PROVISIONS

4.1 Personnel. Each Party is responsible for all costs of its personnel including pay and benefits, support, and travel. Each party is responsible for supervision and management of its personnel.

4.2 Points of Contact. The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change

its point of contact upon reasonable notice to the other Party.

4.2.1. For the Repository –

4.2.1.1. Ms. Tiffany Newman: (804) 734-4436; [tiffany.l.newman.ctr@mail.mil](mailto:tiffany.l.newman.ctr@mail.mil)

4.2.1.2. Ms. Patty Conte, USAG Fort Lee Cultural Resource Manager:  
(804) 734-4434; [patricia.j.conte.civ@mail.mil](mailto:patricia.j.conte.civ@mail.mil)

4.2.2. For the Depositor –

4.2.2.1. Name: (xxx) xxx-xxxx; [email](#)

4.2.2.2. Name: (xxx) xxx-xxxx; [email](#)

4.3. Correspondence. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the Repository to –

4.3.1. Regional Archaeological Curation Facility, DPW Headquarters, Bldg 6005  
825 19th St, Fort Lee, VA 23801 or as may from time to time otherwise be  
directed by the Parties.

4.3.2. **[Second Party address]** or as may from time to time otherwise be directed by  
the Parties.

4.4. Review of Agreement. This MOA will be reviewed annually on or around the end of the federal fiscal year for record keeping purposes and to ensure the most current version of Appendices A through E.

4.5. Modification of Agreement. This MOA may only be modified by the written agreement of the Parties and duly signed by their authorized representatives.

4.6. Disputes. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties in accordance with Department of Defense Instruction (DoDI) 4000.19.

4.7. Termination of Agreement. This MOA may be terminated by either Party by giving at least 180 calendar days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

4.8. Transferability. This Agreement is not transferable.

4.9. Entire Agreement. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

4.10. Effective Date. This MOA takes effect beginning on the day after the last Party signs.

4.11. Expiration Date. This Agreement does not expire but can be amended or terminated at the request of either Party.

4.12 Billing. The Repository will invoice the Depositor within seven (7) calendar days of physical receipt of items delivered for curation and an associated inventory list. The cost for curation services is a one-time fee of \$350.00 per cubic foot.

4.13 Payment of Bills. The Depositor's accounts payable office will forward payments, along with a copy of billed invoices to the Repository within 30 calendar days of the date of invoice.

4.13.1 **Department of Army** shall remit payment using the appropriate General Fund Enterprise Business System (GFEBS) transaction to Ms. Brenda Pilkerton, [brenda.k.pilkerton.civ@mail.mil](mailto:brenda.k.pilkerton.civ@mail.mil), 804-765-0573.

4.13.2 **Non-Department of Army DoD Agencies** shall remit payment using a Military Interdepartmental Purchase Request, DD Form 448 to Ms. Brenda Pilkerton, [brenda.k.pilkerton.civ@mail.mil](mailto:brenda.k.pilkerton.civ@mail.mil), 804-765-0573.

4.13.3 **Non-DoD Federal Agencies:** shall remit payment via check made payable to "US Treasury" and mail to USAG Fort Lee Regional Archaeological Curation Facility, DPW Headquarters, Bldg 6005, 825 19th St, Fort Lee, VA 23801.

4.13.4 **Government Contractors** shall remit payment via check made payable to "US Treasury" and mail to USAG Fort Lee Regional Archaeological Curation Facility, DPW Headquarters, Bldg 6005, 825 19th St, Fort Lee, VA 23801.

## 5. ECONOMY ACT DETERMINATION AND FINDINGS.

If the MOA is being entered into under 31 U.S.C., Section 1535, as amended (the Economy Act), both parties agree that the requirements listed in paragraph (a) of the Economy Act have been met. If a DoD component, the Supplier has determined that the capabilities exist to render the requested support without jeopardizing its assigned missions.

For the Repository –

Ms. Carol Anderson, Chief  
Fort Lee Directorate of Public Works  
Environmental Management Division

For the Depositor –

[Second Party Contact]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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Public Works, United States Army and [Second Party] for Archaeological Curation  
Services**

**APPENDIX A: Collections Inventory**

*Note: Appendix A will be created by the Regional Archaeological Curation Facility upon receipt or inventory of the collection and a copy provided to the Depositor.*

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**APPENDIX B: Associated Records Inventory**

*Note: Appendix B will be created by the Regional Archaeological Curation Facility upon receipt or inventory of the collection and a copy provided to the Depositor.*

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**APPENDIX C: Collection Standards**

Prior to transferring any object or collection to the Regional Archaeological Curation Facility (RACF), a curation services agreement between the RACF and the **federal agency** with jurisdiction of the collection must be completed and signed.

In order for the Depositor to avoid the assessment of artifact processing and cataloging fees, collections must be properly prepared for submittal in accordance with the following standards.

1. Each depositor is required to submit a *Collection Processing Record*, which documents all treatments performed on the collection prior to transferring to the RACF. See Attachment A for an example.
2. Artifact Processing:
  - A. All artifacts should be cleaned. The only exception would be those that might provide information through specialized analysis in their unwashed state, such as blood residue. These items should be packaged separately and clearly labeled on the package that they are unwashed. This should also be noted in Appendix A.
  - B. All bags should be labeled on the outside using black permanent marker and labels must be duplicated on an archival quality paper tag placed inside the bag.
  - C. Label artifacts with the state site number and their provenience. Artifacts should be labeled with individual artifact numbers within their provenience. This should also be noted in Appendix A. Label all artifacts with archival-safe sealant, white backing when necessary, ink and final coat of archival-safe sealant.
    - i. For small collections (fewer than 200 objects) label all artifacts if possible.
    - ii. For larger collections, label all diagnostic artifacts. The following artifact types are examples of artifacts that do not need to be individually labeled: slag, oyster shell, fire-cracked rock, glass, nails, brick, mortar, and coal. They should be counted and bagged together with their provenience information.
    - iii. All bone that can be physically labeled should be labeled. Small bones should be placed in a small labeled bag with provenience information included on a separate label.
  - D. Unprocessed flotation and soil samples will not be accepted. Processed samples may be submitted in an appropriate archival-safe sealed container and labeled with the provenience information.

- E. Place all artifacts in polyethylene, zip-lock plastic bags at least 2 ml thick. Bags should be perforated to allow air exchange and inhibit the development of unwanted micro-organisms.
- F. Use archival materials for those items requiring special packaging.
- G. Place all artifact bags in acid-free boxes. Standard boxes (12"x15"x10") should weigh no more than 40 pounds when full.
- H. Temporary labels with site number and provenience information should be placed on each box. RACF will supply labels for storage.

### 3. Documentation Requirements:

- A. One acid-free hard copy, one Excel-compatible electronic file and one PDF or TIFF file of the complete catalog of all items by provenience.
- B. A written inventory in each box of the items contained in that box.
- C. A written statement indicating which items have been subject to conservation and a copy of the treatment record.
- D. A written list indicating which items have been subject to conservation and a copy of the conservation record.
- E. A written list indicating which items require conservation.
- F. One electronic copy on CD and one acid-free hard copy (bound or unbound) of the final associated project report. Documents scanned from paper hard copies must have a minimum resolution of 300 dpi and be saved in PDF or TIFF format. If saved as a PDF, the file must NOT be compressed or reduced. File names should be customized to the document.
- G. Digital files should be organized in files with the same folder names as the type of document (i.e. STP or Test Unit Forms, Background Research, etc.) and in clearly labeled, appropriate archival safe holders.

### 4. Photograph Requirements:

- A. One acid-free hard copy and electronic copies in TIFF file format of each image and photograph catalog.
- B. The photograph catalog must contain descriptions of each photograph.
- C. All photographs and associated negatives must be clearly labeled and first placed in appropriate archival safe holders, then in an appropriate binder or box.

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**Curation Services**

**APPENDIX D: Additional Fees Structure**

***Artifact Processing and Cataloging Fee:*** This fee will be assessed at a rate of \$50.00 per hour if upon receipt, a collection requires washing, labeling, cataloguing and or packaging to meet curation standards. Artifacts and associated records will be stored in moisture-resistant, acid-free boxes and otherwise processed in accordance with professional museum and archival practices.

Should artifact processing and cataloguing fees need to be assessed, the Depositor will be informed within 10 calendar days of receipt of the collection and provided an estimate of charges. Non-payment of the fee within 30 days of receiving the estimate will result in the collection being returned to the depositor.

***Microenvironment Fee:*** This fee will be assessed at a rate of \$25.00 per artifact if an artifact needs to be placed in a sealed container with silica gel in order to prevent further degradation. Many iron objects, for example, should be placed in such a microenvironment to prevent rusting.

***Collections Exhibition Fee:*** This fee will be assessed at a rate of \$350.00 per occurrence if a depositor requires a collection, or any part of a collection, to be packed and shipped to another location for exhibition. The fee includes packing, shipping and loan agreements. If special handling services are required, additional fees will be assessed.

***Restoration Fees:*** Fort Lee does not offer restoration services. If restoration is required for accessioning or display of an item, the depositor will need to independently arrange for such service at its own expense.

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**APPENDIX E: Access, Loan and/or Exhibition Requests**

*Note: Appendix E will be created by the Regional Archaeological Curation Facility as necessary and a copy provided to the Depositor.*

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