



MINNESOTA HISTORICAL SOCIETY

# **SAMPLE**

## **REPOSITORY AGREEMENT FOR EXPANDED COLLECTION ARCHAEOLOGICAL PROJECTS**

Repository Agreement Number: []

Issued to: []

Effective dates: [Date of MHS signing through end of that calendar year]

The Minnesota Historical Society (the “Society”) hereby agrees to serve as a repository of artifact collections and associated documentation resulting from an expanded collection archaeological project identified in the Minnesota State License to Conduct Archaeological Investigations on State or State Subdivision Lands issued to Depositor during effective dates of this contract.

The Society will provide for the professional care and management of the artifact collections and associated documentation deposited under this agreement. It will assign appropriately trained professional and paraprofessional staff to curate, manage, and conserve the deposited material. The Society will provide and maintain a repository facility having requisite equipment and space and adequate safeguards for the physical security and controlled environment for material deposited with the Society under this agreement.

All correspondence concerning this Repository Agreement, as well as all project materials, should be submitted to:

Attn: Archaeology  
Collections Department  
Minnesota Historical Society  
345 Kellogg Boulevard West  
Saint Paul, Minnesota 55102-1906  
Tel. (651) 297-7443; Fax (651) 297-2967.

This agreement covers repository services for projects that do not qualify as a limited collection archaeological project but have special considerations. This includes projects expected to generate artifact collections and associated documentation that require in excess of two cubic feet of storage space. This also includes projects expecting to

recover substantial amounts of perishable materials, or projects that require exceptions to any one of the provisions (A-I) listed in this agreement.

Detailed listing of Special Considerations and Exceptions to Provisions:

Provisions of the Repository Agreement. Use of this agreement by the depositor constitutes acceptance of the following provisions (A - I):

A. Licenses and Contracts.

1. Processing of Licenses. License applications are first reviewed by the Office of the State Archaeologist (OSA) and, under current OSA policy, must identify a curation facility and provide evidence of a curation agreement. After approval by the State Archaeologist, licenses are submitted to MHS for final endorsement. After endorsement, the MHS Director's Office will provide the MHS Collections Department with a copy of any license that names MHS as curation facility for collections generated under that license.

B. Schedule for Delivering and Processing Project Materials.

1. The Depositor must submit an official MHS Archaeological Collections Register form (attached as Appendix A) in order to receive an accession number for the project materials.

2. Following receipt of a completed MHS Archaeological Collections Register form, the Society will review the document and notify the Depositor of acceptance or rejection. If the Society accepts the form, staff will assign a Society Collections accession number and send it to the approved depositor. If the Society rejects the form, staff will specifically note the problems and return the deficient records to the Depositor for correction.

3. All artifact collections and associated documentation, including project reports, for which a completed MHS Archaeological Collections Register form has been accepted, must be properly labeled with the Society-assigned accession number and delivered to the Society no later than one hundred-eighty (180) days after the

permitting agency or sponsor has accepted the project final report.

If, for whatever reason, the Depositor cannot meet this schedule, he or she must immediately notify the Society. The Society reserves the right to extend the deadline for delivery or terminate the repository agreement.

4. The Society reserves the right to reject any artifact collections and associated documentation that are incomplete, or inadequately processed or documented.

C. Processing of Project Materials.

All artifact collections and associated documentation must be processed in accordance with the Society's *Processing Guidelines for Minnesota Archaeologists*, which is attached as Appendix B.

D. Records Required by the Society.

The Depositor shall provide the following records to the Society for any artifact collection that is deposited with the Society for curation. Please note that originals are preferred. If copies are submitted instead, they must be completely legible in order to be accepted.

1. An updated and properly completed MHS Archaeological Collections Register form.
2. An updated and properly completed Minnesota Archaeological Site form as submitted to the Office of the State Archaeologist. This must include all continuation pages and maps included in the form submitted to the OSA.
3. Any additional maps that contain information not included in the final report.
4. Field and laboratory documentation such as field notes, logs, recording forms and analysis sheets which contain any significant information pertaining to the collection not included in project reports or records otherwise submitted.
5. Photographic negatives, contact prints, prints, slides, and aerial photographs with any overlays used, unless they are redundant, irrelevant, or of poor quality, in which case they

should be culled prior to submission. Photographic records must be submitted as printed material, slides, or negatives.

6. Electronic object records formatted for inclusion in the MHS electronic collections management system. Paper copies of artifact catalogue sheets, final tabulations, and inventories that provide supporting documentation for project reports must also be provided.

7. Any published or unpublished reports containing archaeological data not included in the final report.

8. All documents relevant to the ownership of the collections, such as transfers of title for artifacts recovered on private land.

9. The final report.

10. Project Correspondence

#### D. Fees Required by the Society

The Society shall impose the following curation fees for collections deposited under this agreement: This fee is broken down as follows:

\$75.00 for processing; (per accession group)

\$285.00 for storage and, (one-time fee per curated box)

\$115.00 for indirect costs. (per deposit)

Following the Society's acceptance of artifact collections and associated documentation from the Depositor, the Society shall determine the minimum volume of space necessary to contain the project material and invoice the Depositor in line with its determination. The Society's payment terms are net 30 days.

Further details are available from the Society's website, at the following URL: <http://www.mnhs.org/collections/archaeology/curation.htm>.

#### E. Disposal of Project Materials.

The Office of the State Archaeologist has the right to cull and dispose of non-artifactual material from any artifact collections and associated documentation received under this agreement.

F. Rights to Publication, Loans, and Study of Project Materials.

Rights to publication, loan and study of artifact collections are held by the State of Minnesota and exercised by the Society as the repository of these materials.

H. Ownership of Collections.

1. Federal and Indian Lands. Federal law specifies the ownership of collections obtained from Federal and Indian lands. The Society will curate these collections only under the terms and conditions of a Memorandum of Understanding for Curatorial Services as described in Federal Register (September 12, 1990) 36 CFR Part 79, Curation of Federally-Owned and Administered Archaeological Collections; Final Rule.

2. State Land. Defined in MINN. STAT. sec 138.31 as "land or water area, owned or leased by or subject to the paramount right of the state, county, township, or municipality...." Collections obtained from State or State Subdivision lands are owned by the State of Minnesota.

3. Private Land. Disposition of collections recovered from privately-owned lands that are submitted to the Society under this agreement must be accompanied by a written transfer of title to the collections from the landowner to the State of Minnesota.

I. Terms of Agreement.

Failure to comply with any of these provisions shall prevent the formation of an agreement. Once an agreement is in effect, however, the Depositor's failure to comply with any one of these provisions shall constitute sufficient grounds for termination of this Repository Agreement, in which case the Society shall notify both the Depositor and the State Archaeologist in writing within 30 days of having become aware of such failure.

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MHS Acquisitions Committee Review/Approval Date

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Name  
Authorized Representative,  
Minnesota Historical Society

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Date

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Name  
Depositor

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Date