**Sample Contract between Museum and Assessor**

The following document is a sample Museum-Assessor agreement. A Microsoft Word version of this document is available in the CAP Participant Portal. While institutions and assessors may modify the agreement as needed, all contracts should include an itemized list of tasks to be completed, timeline, the party responsible for arranging travel, and fee schedule. Modifications that alter that tenants of the program or that conflict with program policies will not be accepted by FAIC.

All contracts must include the second paragraph exactly as it is written. Any changes to the contract after it has been approved by FAIC must be submitted to CAP staff for review.

**CAP Assessment Agreement**

This contract is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [participating institution], hereafter referred to as “the institution” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [assessor’s name], hereafter referred to as “the assessor,” regarding a general conservation assessment to be provided by the assessor through the Collections Assessment for Preservation (CAP) program.

CAP is administered by the Foundation for Advancement in Conservation (FAIC). FAIC’s sole responsibility is to administer the CAP program. FAIC assumes no additional responsibility or liability.

**Assessor’s Responsibilities**

The assessor agrees to fully participate in the assessment by:

1. Preparing for the assessment by reviewing the institution’s Application and Pre-Site Visit Questionnaire.

2. Participating in a pre-visit phone call in conjunction with the rest of the Assessment Team.

3. Performing a general conservation assessment during a two-day site visit in conjunction with any additional assessors.

4. Collaborating with any additional assessors to produce a single written CAP Report, as outlined in the *CAP Assessor Handbook*.

5. Participating in a follow-up consultation 12 months after the initial CAP assessment.

6. Adhering to the professional code(s) of ethics governing his/her respective profession(s) and license(s).

All responsibilities are to be completed in accordance with the CAP timeline listed below.

**Institution’s Responsibilities**

The institution agrees to fully participate in the assessment by:

1. Completing the Site Questionnaire and providing additional information to the assessor as requested.
2. Participating in a pre-visit phone call in conjunction with the rest of the Assessment Team.
3. Meeting with the assessors and providing a full site tour during the site visit.
4. Providing feedback to the assessment drafts.
5. Participating in a follow-up consultation 12 months after the initial CAP assessment.
6. Promptly paying the assessment fees below beyond those covered by the CAP allocation.

All responsibilities are to be completed in accordance with the schedule listed below.

Travel arrangements will be made by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [assessor or institution].

**Schedule**

Site Questionnaire Due to CAP (must be before July 30th) [Dates]

Pre-Visit Phone Call: [Date and time]

Site Visit: [Dates]

Draft Report Due to CAP staff and Institution: [Date]

Deadline for Comments on Draft from the Institution: [Date]

Final Report Due to CAP staff and Institution: [Date]

The institution will schedule the one-year follow-up consultation at a time convenient to all parties.

**FAIC has awarded this institution an allocation of $\_\_\_\_\_\_\_\_\_\_\_ per assessor.**

**Assessment Fees**

|  |  |
| --- | --- |
| **Item** | **Amount** |
| Professional Fees | $\_\_\_\_\_\_\_\_\_ |
|  |  |
| Travel\* |  |
| Transportation | $ |
| Lodging | $\_\_\_\_\_\_\_\_\_ |
| Meals/GSA per diem | $ |
| Other | $\_\_\_\_\_\_\_\_\_ |
| Total |  |
|  |  |
| Allocation to be paid by FAIC |  |
| Amount to be paid by institution |  |

It is understood that FAIC will send the CAP allocation directly to the assessor after the museum and FAIC have accepted the assessment report. The institution will be responsible for paying the assessor the remaining amount due. Should the fees total less than the allocation, FAIC will pay the lesser amount.

\*Assessors must save and submit receipts for all travel, lodging, meals, and other reimbursable expenses in order to receive reimbursement. Exceptions include mileage and per diem, for which GSA rates (<https://www.gsa.gov/travel/plan-book/per-diem-rates>) may be used.

**Cancellation/Force Majeure**

If circumstances beyond the control of FAIC, the institution, and/or the assessor (e.g. illness, catastrophic weather event, terrorist attack, pandemic, etc.) require the cancellation of the site visit or any component of this agreement, every effort will be made to adjust the schedule to a timeline suitable to all, acknowledging programmatic and funding restrictions faced by FAIC. If rescheduling is not possible, this agreement may be cancelled upon notice to all parties. If cancellation occurs before the site visit, no payment to the assessor shall be due. If cancellation occurs after the site visit but before completion of the final report, FAIC will compensate the assessor with 40% of the allocation amount, and the institution shall reimburse any non-refundable travel and out-of-pocket expenditures made before the time of notification.

If the assessor cancels services for reasons outside of force majeure, Assessor shall not receive the professional fee. Any nonrefundable travel expenses must be absorbed by Assessor.

**Institution’s Signature**

Signature of institution’s authorizing official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Assessor’s Signature**

Signature of assessor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company name (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FAIC Approval**

Signature of CAP Staff: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_