\*\*\*This is an example of a contract template. It should not be considered appropriate or useable in all circumstances. **No archivists should use this, or enter into any contract, without first consulting an attorney and accountant.** Laws vary by jurisdiction and applicable laws will differ. This is intended as an informal guide and should not be considered legal advice. The author, contributors, the Independent Archivsit Section of the SAA and the SAA, cannot be held responsible for any consequences resulting from usings this contract.

**CONSULTANT GENERAL SERVICES AGREEMENT**

This **CONSULTANT AGREEMENT** (“Agreement”) is made this \_\_\_th day of \_\_\_\_\_\_\_\_\_, 20\*\* by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

an individual/firm “the Employer”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an individual**[List DBA, LLC, Co, etc)** (“the Consultant” or ”the Archivist") for the Archival [List services to be performed Preservation, Arrangement, Description and Digitization ] of the XXXXX (“the Collection”) as well as associated artifacts and ephemera.

**WHEREAS**, the Consultant and the Employer hereby agree to the following:

1.Term. The term of this Agreement encompasses services performed beginning \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 20\*\* and shall not extend past \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 20\_\_\_\_. (**Alternatively until such a time as X tasks have been performed)**

2. Scope of Work and Deliverables. Upon execution of this Agreement, the Consultant shall deliver to the Employer the following **deliverables** and shall perform the following **tasks**.

**Tasks**: The Consultant shall, throughout the term of his employment, perform the following:

A. Conduct preservation tasks to slow or halt physical damage to the Collection.

B. Duly inform the Employer of any threats, such as molds, which may be harmful to the Collection, the Consultant, or the Employer.

C. Establish physical and intellectual control of the Collection and it’s composite items.

D. Duly inform the Employer of any materials which may be of a sensitive, or potentially harmful nature.

E. Provide accurate and regular progress reports on a bi-weekly basis

F. Provide regular estimates concerning any equipment or materials which may be necessary for the preservation, arrangement, or description of the Collection.

XXXX Other tasks which may be necessary or desirable such as digitization.

**Deliverables:** The Consultant shall, at the completion of this Agreement, deliver to the Employer the following:

A. The Collection shall be physically preserved, arranged, and stored following professional standards. **(Amend to reflect tasks)**

B. A finding aid, in digital and/or physical form, which describes the Collection and follows accepted professional standards.

3. Contract Amount. Upon execution of this Agreement, the Employer shall agree to pay the Consultant for work required to achieve the project deliverables, at a rate of **XXX** per day or **XXXX** per week. The Employer shall agree to pay this amount on a bi-weekly basis.

4. Equipment. Upon execution of this Agreement, The Employer shall agree to provide the Consultant with any and all tools and equipment which may be necessary for the preservation, arrangement, and description **(Amend based on tasks and deliverables as above)** of the Collection. This may include, but is not limited to, preservation folders, preservation boxes, imaging equipment, shelving, and any other equipment which may be necessary to perform the tasks and to complete the tasks and deliverables listed above.

5. Work Area. Upon execution of this Agreement, the Employer agrees to provide the Consultant with a clean and safe work area that shall not pose any physical threat to the Consultant or the Collection. A safe and secure are for the storage of the Collection and any necessary equipment shall also be provided by the Employer. If any of these conditions are not met then the Consultant shall be released from any and all liability. The Employer shall be duly informed by the Consultant of the requirements for an appropriate and secure work area.

5. Non-Disclosure and Non-Disparage Agreement. Upon execution of this Agreement, the Consultant agrees to duly inform the Employer of any materials within the Collection which may be used to harass, disparage, or otherwise harm the Collection, the individuals who contributed to the Collection, or individuals mentioned in the collection as well as their families, associates, and/or descendants. The Consultant shall duly inform the Employer of any materials which feature privileged personal information, this may include but is not limited to, information of a medical or financial nature and any information which is protected by law. The Consultant, at the request of the Employer, shall redact, seal, censor, or otherwise segregate any portions of the Collections which may be be used to harass, disparage, or otherwise harm the Collection, the individuals who contributed to the Collection, or individuals mentioned in the collection as well as their families, associates, and/or descendants. The Consultant agrees to not disclose to any third party any materials or information found within the Collection which may be used to harass, disparage, or otherwise harm any individuals or groups. The Consultant shall not in any way use materials or information found within the Collection to disparage any individuals or groups. The Consultant shall have the right to articulate and describe any and all tasks, deliverables, processes, costs, or experiences encountered during the term of this Agreement. **(The Consultant agrees to pay a specified monetary amount if he/she breaks the terms of this clause)**

6. Insurance. The Consultant agrees to be covered by XXXXXX **(type and amount of insurance)** He/She shall provide verification of this insurance policy to the Employer upon execution of this contract.

7. Liability. The Consultant shall take legal responsibility for the physical control, preservation, and safety of the Collection and all associated materials and equipment. The Employer acknowledges that during archival processing, routine use, and preservation that some wear and tear may physically damage the Collection. The Consultant shall be released from any liability for damages caused by wear and tear caused in the routine execution of the archival tasks performed. The Consultant shall be released from any and all liability should the Employer not provide a safe and secure Work Area as noted above.

8. Subcontracting. The Consultant shall reach a written agreement with the Employer in any and all cases in which a subcontractor may be

. **. IN WITNESS HEREOF**, the parties have caused to be properly executed on their respective behalf this Agreement under seal, with the intention that it constitute a sealed instrument, the day and year first herinabove written, effective for all intents and purposes as of, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 2017.

**CONSULTANT:**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NAME: XXXXX

TITLE: XXXXX

**EMPLOYER**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: