

Archaeological Research on DNR Lands

Checklist and Memorandum of Understanding

This document will serve as a checklist for the Permit Applicant's use, and as an outline of the agreement between the Applicant (who will sign as and for the Applicant and the Principal Investigator) and GDNR (under signing authority of the State Archaeologist) for the specific project listed. It is agreed by the parties that this document, along with the Permit Cover Letter and the Protocols for Archaeological Research on DNR Lands, constitute the entire agreement between the parties. The GDNR is authorized but not required to consider any future changes to any of these documents that may be requested by the Permit Applicant. By affixing their signatures hereto, the parties expressly acknowledge the following Permit requirements, and agree to comply with same:

Project Information:

Project Title or Description:

Permit Applicant:

Date:

1. Research Design will include:

- a. Discussion of proposed research
- b. Topographic map showing project boundaries
- c. Procedure for handling the discovery of burials & notifying State Archaeologist
- d. Discussion of field methods and extent of work to be performed
- e. Discussion of previous research, to be integrated into proposed project
- f. List of all project personnel
- g. Project time line
- h. Detailed project budget, including funding for conservation and curation
- i. Documentation of institutional support
- j. Graduate student's thesis or dissertation chairperson letter indicating supervision of the project

2. Proposal review process will include:

- a. *Three months before start date* - complete proposal submitted to GDNR
- b. Review by GDNR, appropriate outside experts, local GDNR land manager
- c. *Within 30 days of start date* - applicant notified of proposal acceptance/denial
- d. *After acceptance and before start date* - applicant and State Archaeologist meet to sign documents and issue permit
- e. *If not approved* - GDNR comments returned to applicant.

3. *GDNR Project Coordination:*

- a. (After acceptance) GDNR Project Coordinator is appointed; applicant notified
- b. (Before start date) Coordinator will contact local land manager regarding project
- c. (Before start date, and after Coordinator contact with land manager) Applicant will make access, logistical, and other arrangements directly with the local land manager. Applicant will maintain regular contact with land manager as appropriate.
- d. Every 90 days applicant will submit a succinct report on activities to Project Coordinator
- e. Applicant will maintain regular contact with Project Coordinator during project

4. *Required Products*

- a. Every 90 days - interim reports emailed
- b. Within 30 days of fieldwork completion - field report in letter format submitted
- c. Within 1 year of fieldwork completion - draft technical report submitted
- d. Within 90 days of receiving comments on draft - final technical report submitted
- e. Within 30 days of submitting final report - documentation regarding curation arrangements submitted
- f. Within 1 year after final report is completed - abbreviated journal article submitted

5. *General Terms*

- a. It is understood by both parties that no funding is available from GDNR for this or other projects subject to this permitting process.
- b. Applicant agrees to submit a Research Design that complies with details set forth in Protocols under "Required Components of Work Proposal," and specifically agrees to adhere to the limitations in both time and physical area of investigation set forth for the project.
- c. Applicant agrees to undertake responsibility for properly handling the discovery of human burials, as described in the Protocols paragraph titled "Burials."
- d. The parties agree that all media communication of any kind will be made through and at the discretion of the State Archaeologist. The applicant agrees to immediately refer any media contact s/he receives to the State Archaeologist for response, and further agrees not to initiate any contact with media without first receiving authorization from the State Archaeologist.
- e. The parties agree that failure to comply with the measures presented above without timely consultation with GDNR will result in refusal of future permit requests to the Applicant, Principal Investor, and any sponsors.
- f. The parties agree that all reports, data, analysis, and documents developed pursuant to this contract shall be deemed to be a product of a "work made for hire" as defined by the Copyright Act, 17 U.S.C. § 101 et seq., as amended, and are therefore owned exclusively by GDNR upon creation. If any such reports, data, analysis, or documents are deemed by law not to be a "work made for hire," any copyright and other intellectual property ownership interests are hereby assigned

completely and solely to GDNR. Applicant shall execute and deliver to GDNR and cause others it may hire under this contract to execute and deliver any transfers, assignments, documents or other instruments which GDNR deems necessary and appropriate to vest complete title, ownership and interest in and to GDNR. It is understood and agreed that this provision shall survive termination of this contract, howsoever caused.

Signed in the presence of all parties, on the date first above written.

State Archaeologist:

Applicant: