

**WEST VIRGINIA  
SECRETARY OF STATE  
KEN HECHLER  
ADMINISTRATIVE LAW DIVISION**

Form #2

Do Not Mark In this Box

**FILED**

JUL 13 10 36 AM '93

OFFICE OF WEST VIRGINIA  
SECRETARY OF STATE

**NOTICE OF A COMMENT PERIOD ON A PROPOSED RULE**

AGENCY: Division of Culture and History TITLE NUMBER: Title 82  
Series 5

RULE TYPE: Procedural; CITE AUTHORITY WV Code 29-1-8

AMENDMENT TO AN EXISTING RULE: YES  NO

IF YES, SERIES NUMBER OF RULE BEING AMENDED: \_\_\_\_\_

TITLE OF RULE BEING AMENDED: \_\_\_\_\_

IF NO, SERIES NUMBER OF NEW RULE BEING PROPOSED: \_\_\_\_\_

TITLE OF RULE BEING PROPOSED: Curatorial Guidelines - Collections

Management Facility

West Virginia Division of Culture and History

IN LIEU OF A PUBLIC HEARING, A COMMENT PERIOD HAS BEEN ESTABLISHED DURING WHICH ANY INTERESTED PERSON MAY SEND COMMENTS CONCERNING THESE PROPOSED RULES. THIS COMMENT PERIOD WILL END ON August 13 AT 9:00 AM. ONLY WRITTEN COMMENTS WILL BE ACCEPTED AND ARE TO BE MAILED TO THE FOLLOWING ADDRESS.

West Virginia Division of Culture and History

State Historic Preservation Office

The Cultural Center

1900 Kanawha Boulevard, East

Charleston, WV 25305-0300

THE ISSUES TO BE HEARD SHALL BE LIMITED TO THIS PROPOSED RULE.

ATTACH A **BRIEF** SUMMARY OF YOUR PROPOSAL

5.20

APPENDIX B

FISCAL NOTE FOR PROPOSED RULES

Rule Title: Curatorial Guidelines - Collections Management Facility  
 Type of Rule: Legislative Interpretive  Procedural  
 Agency West Virginia Division of Culture and History  
 Address The Cultural Center  
1900 Kanawha Boulevard, East  
Charleston, WV 25305-0300

1. Effect of Proposed Rule

	ANNUAL FISCAL YEAR				
	INCREASE	DECREASE	CURRENT	NEXT	THIRDSAPTER
<u>ESTIMATED TOTAL COST</u>	\$	\$	\$	\$	\$
PERSONAL SERVICES	0	0	0	0	0
CURRENT EXPENSE	0	0	0	0	0
REPAIRS & ALTERNATIONS	0	0	0	0	0
EQUIPMENT	0	0	0	0	0
OTHER	0	0	0	0	0

2. Explanation of above estimates:

No cost to agency. Fees charged should cover everything.

3. Objectives of these rules:

Provide for professional curation of archaeological artifacts.

Rule Title: \_\_\_\_\_

4. Explanation of Overall Economic Impact of Proposed Rule..

A. Economic Impact on State Government.

Fee charged should cover costs.

B. Economic Impact on Political Subdivisions; Specific Industries; Specific groups of Citizens.

Fees will impact somewhat those who wish us to curate artifacts.

C. Economic Impact on Citizens/Public at Large.

Generally very low.

Date: 07/06/93

Signature of Agency Head or Authorized Representative

William C. Gentry



WEST VIRGINIA DIVISION OF  
CULTURE AND HISTORY

**CURATORIAL GUIDELINES - COLLECTIONS MANAGEMENT FACILITY**

**BRIEF SUMMARY**

The curatorial guidelines presented in this document represents a first approximation by the West Virginia Division of Culture and History (WVDCH) to comply with recent, federally mandated curation standards (i.e., 36 CFR 79). These guidelines will ensure standardization in the labeling and in the packaging of collections and associated records to facilitate their incorporation into the WVDCH collections management facility. All collections in this facility will be available for scientific, educational, and religious uses pursuant to 36 CFR 79.

TITLE 82  
CULTURE AND HISTORY  
SERIES 5

CURATORIAL GUIDELINES - COLLECTIONS MANAGEMENT FACILITY

§82-5-1. General.

1.1. Scope. -- The curatorial guidelines represents a first approximation by the West Division of Culture and History (WVDCH) to comply with recent, federally mandated curation standards (i.e., 36 CFR 79). These guidelines will ensure standardization in the labeling and in the packaging of collections and associated records to facilitate their incorporation into the WVDCH collections management facility. All collections in this facility will be available for scientific, educational and religious uses pursuant to 36 CFR 79.

1.2. Authority. -- W. Va. Code §29-1-8

1.3. Filing Date. --

1.4. Effective Date. --

§82-5-2. Adoption by Reference.

2.1. West Virginia Division of Culture and History adopts by reference the attached Curatorial Guidelines - Collections Management Facility.

OFFICE OF WEST VIRGINIA  
SECRETARY OF STATE

JUN 13 10 46 AM '93

FILED



WEST VIRGINIA DIVISION OF  
CULTURE AND HISTORY

FILED

JUL 13 10 36 AM '93

OFFICE OF WEST VIRGINIA  
SECRETARY OF STATE

## Curatorial Guidelines - Collections Management Facility West Virginia Division of Culture and History

The curatorial guidelines presented in this document represents a first approximation by the West Virginia Division of Culture and History (WVDCH) to comply with recent, federally mandated curation standards (i.e., 36 CFR 79). These guidelines will ensure standardization in the labeling and in the packaging of collections and associated records to facilitate their incorporation into the WVDCH collections management facility. All collections in this facility will be available for scientific, educational, and religious uses pursuant to 36 CFR 79.

Collections that comply with the minimum standards set forth in this document will be considered "shelf ready" and will be charged a one-time curation fee at a per-box or per-cubic-foot cost.

### MINIMUM STANDARDS

#### Cleaning and Conservation

All non-perishable artifacts must be washed or dry-brushed, except for those artifacts that are to be or have been subjected to special analyses, e.g., blood-residue analysis. Perishable artifact and organics, e.g., basketry fragments, seeds, wood charcoal, and fabrics, must be stabilized prior to shipment to the WVDCH facility.

Other artifacts that present special conservation problems should be subjected to appropriate conservation techniques prior to shipment to the WVDCH and must be packaged separately.

#### Artifact Labeling

Most artifacts should be marked with provenience information that includes the Smithsonian-trinomial site number, catalog/lot number, and specimen number. The labeling system to be employed is illustrated as follows:

Site Number = 46KAxx  
Catalog Number. Specimen Number I.x

Sequential catalog numbers, beginning with "1"

are assigned for each site to discrete provenience units employed by the archaeologist. **Do Not** assign sequential catalog numbers **Across** collection from different sites of one project (i.e. Do Not Label site 1 remains with catalog numbers 1 to 14; and site 2 with 15 to 20). Archaeologists **Must Contact WVDCH** to obtain the next available sequential catalog and/or specimen numbers for previously collected, tested, and/or excavated sites. This reduces the chances of redundancy among catalog and specimen numbers per site.

Each artifact will be marked directly on its surface so as not to obscure diagnostic features, using waterproof ink and a clear overcoat. Undercoats are not recommended as these can be affected by heat. However, for an artifact with a porous surface, a clear undercoat may be used as a marking base. White waterproof ink may be used on dark artifacts.

Artifacts too small to be marked must be (1) sorted by artifact class or analytic unit, (2) placed in perforated, 4-mil, polyethylene zip-lock bags or other containers (e.g., vials) of stable

material, and (3) labeled clearly with provenience information written on the bag/container with a waterproof marker - this information must be duplicated on a tag of polyethylene film or acid-free paper and enclosed in the container.

The members of certain classes of artifacts (e.g., flakes, brick fragments, window glass, and nails) from the same provenience need not be individually marked. Instead, a sample of the artifacts, the container, and a label should be marked as described above.

Organic material may be labeled directly, or an acid-free or a polyethylene-film tag may be affixed, or additional information may be put on the container label (e.g., taxonomic identification or artifact description). Smaller perishable, organic remains (e.g., seeds) must be placed in a polyethylene or acid-free container and labeled as described above.

Artifacts illustrated or photographed in reports and/or publications should be labeled as such and should be noted on the associated document catalog.

Ideally, all flotation samples should be processed prior to shipment to the facility. However, unprocessed flotation and soil samples may be shipped if they are (1) dry, (2) shipped double-bagged in polyethylene bags, and (3) have a label in the matrix, a label between the two bags, and the front of the exterior bag labeled as described above. Sample and flotation numbers must appear on the labels. Labels should be of the material and marked in a manner described above. If these and other environmental samples do not fit into either one of the standard-size curation boxes, then they will be curated at a standard rate base on cost-per-cubic-foot, or fraction thereof.

### **Packaging Materials**

Artifacts are to be packed in polyethylene zip-lock bags or some other suitable container. Grocery store "baggies" are **NOT** acceptable containers. Baggies are too thin and easily break in transport. All packaging materials and containers must be of archival quality. All polyethylene bags must be at least 4 mil thick. These will then be placed in acid-free boxes for shipping and final storage. *Only one site may be included in each box.*

Two standard boxes will be accepted: a full-size container that measures 15"x10"x9.5", and a small box that measures 8"x5"x3". The facility also will accept inert corrugated plastic boxes of

two sizes: 15"x12.5"x10" and 15"x12.5"x5".

Packaging and shipment of oversized artifacts or organic material must be carried out in consultation with the facility curator.

All additional packing materials (e.g., "bubble-pak") must be stable and acid-free; packing materials such as cotton or shredded paper will not be allowed. As perishable, organic remains require special treatment, they should be sorted in a systematic manner and packaged separately from other artifacts. Within a provenience, for example, bones may be packaged by individual or by a taxonomic unit; plant remains should be sorted by plant part (e.g., seed, nutshell, and wood charcoal) and then by taxonomic unit. All containers must be labelled as described above.

### **Box Labels**

A completed WVDCH inventory form (Attachment 1) must accompany each box. The outside of each box must have a polyethylene sleeve that contains a slip of cardstock with the following information: site number, site name, project name, date of fieldwork, principal investigator, provenience information, a list of contents, and sponsor of the undertaking (Attachment 2).

### **Collection Documentation**

Prior to shipment, a completed DEED OF GIFT form giving free title of the collection to the West Virginia Division of Culture and History must be sent to the WVDCH (Attachment 3). In the case

of federally owned collections, a signed MEMORANDUM OF UNDERSTANDING FOR CURATORIAL SERVICES must accompany each collection (Attachment 4).

Two copies of a completed collection catalog - one on acid-free paper - must be submitted with each collection.

If applicable, a list of conserved objects, accompanied by the conservator's complete report that includes photographs of treatment, must accompany the treated objects.

### **Records Management**

All additional documents relative to the collection, e.g., field notes, lab notes, and photographs, must be shipped with the artifacts. A catalog of these materials on acid-free paper must be included.

An acid-free copy of all paper records must be provided. Photographic records must be on archivally stable media and in polyethylene holders or mylar sleeves. All photographs (e.g., slides, positive prints, and PMTs) and illustra-

tions must be labeled.

When appropriate to the collection, a copy will be prepared of all computer tapes, disks, and other automated data. A printout of all automated data onto acid-free paper must be provided.

#### **Human Remains**

Human remains will require specialized labeling and packaging. Please consult with the WVDCH prior to preparing any human remains for transport to the facility.

#### **Inspection**

Acceptance of any collection is subject to inspection by and approval of the WVDCH collection management facility curator. Inspection is to ensure adequacy of artifact processing, labeling, packaging, and documentation. Collections not meeting the minimum requirements outlined in this documents will be returned to the donor at the donor's expense.

#### **Shipping/Transmittal**

The shipment of collections to the collections facility is the responsibility of the donor, and should be carried out in coordination with the curator of the facility. The donor must notify the facility curator at least 48 hours prior to shipment of collections.

#### **Accession of Collections**

When collections arrive and are accepted, they will be accessioned by the curatorial staff. An inventory number and a shelving number will be affixed to each box. These numbers will be recorded on a corresponding inventory form.

The assigned numbers will be provided to the donor and sponsor of the undertaking.

Collections will be available for study, for educational purposes pursuant to state and federal guidelines (i.e., 36 CFR 79). Items from collections may be loaned to qualified individuals and institutions following guidelines established by the WVDCH, in 36 CFR 79, and by the sponsor of the undertaking.

#### **Curatorial Fees**

A one-time curatorial fee of \$400 will be charged for each full-size container and a fee of \$200 will be charged for each small-size container. Associated documents or oversized items will be charged at a rate of \$400 per cubic foot. In those cases where the \$400 curation fee presents a financial burden on the user, then an exemption

or reduction of fees may be negotiated on a case by case basis.

If a prospective donor does not have the staff or the capabilities to prepare a collection for shipment to the WVDCH facility, the individual may request that the curation staff serve as consultants to prepare the collection for shipment to the facility. In this case, the WVDCH will enter into a consulting contract with the prospective donor to prepare a collection for transport at an agreed-upon fee.

#### **Questions**

Please direct any inquiries to either Leigh Rosenow, Survey Coordinator/Archaeologist or Patrick Trader, Archaeologist, West Virginia Division of Culture and History, State Historic Preservation Office, Cultural Center, 1900 Kanawha Blvd. East, Charleston, WV 25306, (304) 558-0220.

#### **Acknowledgments**

These guidelines are derived in part from curation guidelines developed by: the Maryland Historical Trust; the State Museum of Pennsylvania, the University of Missouri, Museum of Anthropology; the U.S. Army Corps of Engineers, St. Louis District. The guidelines in this document comply with those published by the National Park Service in 36 CFR 79.

Site

Number
Name
Provenience

History

PI
Year
Agency
Owner
Project
Project type

Inventory  
Number

Shelving Number
Identification Number

Location

--

Comments

--

Filed by

--

Date

--

# Contents

Historic	<input type="radio"/>	Prehistoric	<input type="radio"/>	Mixed	<input type="radio"/>
Lithic				No.	Wgt (gm)
	CSA	_____			
		_____			
	Groundstone	_____			
	Debitage	_____			
	Unmodified	_____			
	Other	_____			
Pottery	_____				
	_____				
	_____				
Fauna	_____				
	Bone	_____			
	Shell	_____			
Flora	_____				
Samples	_____				
	C14/TL	_____			
	Soil	_____			
	Other	_____			
Metal	_____				
Glass	_____				
Ceramics	_____				
Other	_____				

# Records

Report	_____					
Photographs	B/W	_____	Color	_____	Slide	_____
Maps	_____					
Field Notes	_____		Lab Notes	_____		
Other	_____					

SHELVING NUMBER:	ID NUMBER:	PROJECT TYPE:	<input type="checkbox"/> HISTORIC <input type="checkbox"/> PREHISTORIC <input type="checkbox"/> CSA <input type="checkbox"/> OTHER LITHIC <input type="checkbox"/> POTTERY <input type="checkbox"/> FAUNA <input type="checkbox"/> FLORA <input type="checkbox"/> METAL <input type="checkbox"/> GLASS <input type="checkbox"/> 14C/TL/OTHER <input type="checkbox"/> SOIL <input type="checkbox"/> HUMAN BONE <input type="checkbox"/> OTHER  AGENCY _____
<b>46</b>			
NAME:			
PROVENIENCE:			
COMMENTS:		PROJECT:	
		PI/COLLECTOR:	
		YEAR:	

SHELVING NUMBER:	ID NUMBER:	PROJECT TYPE:	<input type="checkbox"/> HISTORIC <input type="checkbox"/> PREHISTORIC <input type="checkbox"/> CSA <input type="checkbox"/> OTHER LITHIC <input type="checkbox"/> POTTERY <input type="checkbox"/> FAUNA <input type="checkbox"/> FLORA <input type="checkbox"/> METAL <input type="checkbox"/> GLASS <input type="checkbox"/> 14C/TL/OTHER <input type="checkbox"/> SOIL <input type="checkbox"/> HUMAN BONE <input type="checkbox"/> OTHER  AGENCY _____
<b>46</b>			
NAME:			
PROVENIENCE:			
COMMENTS:		PROJECT:	
		PI/COLLECTOR:	
		YEAR:	

# deed of gift

to the West Virginia Department of Culture and History

I hereby irrevocably and unconditionally transfer to the West Virginia Department of Culture and History by way of gift all of my rights, title, and interest in and to the following materials(s) which I own:

I fully understand that this transfer gives to the Department, its successors and assigns, absolute ownership of the hereinabove described property including, without limitation, full powers of reproduction, management, display, conservation, and disposition as the Department shall see fit in its absolute discretion and in the full exercise of its purpose as stated in Article 1, Section 1, Chapter 29 of the Code of West Virginia, 1931, as amended.

Witness my hand and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Seal

Name

Address

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING FOR CURATORIAL SERVICES

BETWEEN THE \_\_\_\_\_  
AND THE \_\_\_\_\_

This Memorandum of Understanding is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between the United States of America, acting by and through the \_\_\_\_\_, hereinafter called the Depositor, and the \_\_\_\_\_, hereinafter called the Repository, in the State of \_\_\_\_\_.

The Parties do witnesseth that,

WHEREAS, the Depositor has the responsibility under Federal law to preserve for future use certain collections of archeological artifacts, specimens and associated records, herein called the Collection, listed in Attachment A which is attached hereto and made a part hereof, and is desirous of obtaining curatorial services; and

WHEREAS, the Repository is desirous of obtaining, housing and maintaining the Collection, and recognizes the benefits which will accrue to it, the public and scientific interests by housing and maintaining the Collection for study and other educational purposes; and

WHEREAS, the Parties hereto recognize the Federal Government's continued ownership and control over the Collection and any other U.S. Government-owned personal property, listed in Attachment B which is attached hereto and made a part hereof, provided to the Repository, and the Federal Government's responsibility to ensure that the Collection is suitably managed and preserved for the public good; and

WHEREAS, the Parties hereto recognize the mutual benefits to be derived by having the Collection suitably housed and maintained by the Repository;

NOWHEREFORE, the Parties do mutually agree as follows:

1. The Repository shall:
  - a. Provide for the professional care and management of the Collection from the \_\_\_\_\_ sites, assigned \_\_\_\_\_ site numbers. The collections were recovered in connection with the \_\_\_\_\_ project, located in \_\_\_\_\_ county, in the State of \_\_\_\_\_.
  - b. Perform all work necessary to protect the Collection in accordance with the regulation 36CFR Part 79 for the curation of federally-owned and administered archeological collections and the terms and conditions stipulated in Attachment C to this Memorandum.
  - c. Assign as the Curator, the Collections Manager and the Conservator having responsibility for the work under this Memorandum, persons who are qualified museum professionals and whose expertise is appropriate to the nature and content of the Collection.

d. Begin all work on or about \_\_\_\_\_ and continue for a period of \_\_\_\_\_ years or until sooner terminated or revoked in accordance with the terms set forth herein.

e. Provide and maintain a repository facility having requisite equipment, space and adequate safeguards for the physical security and controlled environment for the Collection and any other U.S. Government-owned personal property in the possession of the Repository.

f. Not in any way adversely alter or deface any of the Collection except as may be absolutely necessary in the course of stabilization, conservation, scientific study, analysis and research. Any activity that will involve the intentional destruction of any of the Collection must be approved in advance and in writing by the Depositor.

g. Annually inspect the facilities, the Collection and any other U.S. Government-owned personal property. Every \_\_\_\_\_ years inventory the Collection and any other U.S. Government-owned personal property. Perform only those conservation treatments as are absolutely necessary to ensure the physical stability and integrity of the Collection, and report the results of all inventories, inspections and treatments to the Depositor.

h. Within five (5) days of discovery, report all instances of and circumstances surrounding loss of, deterioration and damage to, or destruction of the Collection and any other U.S. Government-owned personal property to the Depositor, and those actions taken to stabilize the Collection 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 Collection and any other U.S. Government-owned personal property must be approved in advance and in writing by the Depositor.

i. Review and approve or deny requests for access to or short-term loan of the Collection (or a part thereof) for scientific, educational or religious uses in accordance with the regulation 36CFR Part 79 for the curation of federally-owned and administered archeological collections and the terms and conditions stipulated in Attachment C to this Memorandum. In addition, refer requests for consumptive uses of the Collection (or a part thereof) to the Depositor for approval or denial.

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

2. The Depositor shall:

a. On or about \_\_\_\_\_, deliver or cause to be delivered to the Repository the Collection, as described in Attachment A, and any other U.S. Government-owned personal property, as described in Attachment B.

b. Assign as the Depositor's Representative having full authority with regard to this Memorandum, a person who meets pertinent professional qualifications.

c. Every \_\_\_\_\_ years, jointly with the Repository's designated representative, have the Depositor's Representative inspect and inventory the Collection and any other U.S. Government-owned personal property, and inspect the repository facility.

d. Review and approve or deny requests for consumptively using the Collection (or a part thereof).

3. Removal of all or any portion of the Collection from the premises of the Repository for scientific, educational or religious purposes may be allowed only in accordance with the regulation 36 CFR Part 79 for the curation of federally-owned and administered archeological collections; the terms and conditions stipulated in Attachment C to this Memorandum; any conditions for handling, packaging and transporting the Collection; and other conditions that may be specified by the Repository or prevent breakage, deterioration and contamination.

4. The Collection or portions thereof may be exhibited, photographed or otherwise reproduced and studied in accordance with the terms and conditions stipulated in Attachment C to this Memorandum. All exhibits, reproductions and studies shall credit the Depositor, and read as follows: "Courtesy of the \_\_\_\_\_." The Repository agrees to provide the Depositor with copies of any resulting publications.

5. The Repository shall maintain complete and accurate records of the Collection and any other U.S. Government-owned personal property, including information on the study, use, loan and location of said Collection which has been removed from the premises of the Repository.

6. Upon execution by both parties, this Memorandum of Understanding shall be effective on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and shall remain in effect for \_\_\_\_\_ years, at which time it will be reviewed, revised, as necessary, and reaffirmed or terminated. This Memorandum may be revised or extended by mutual consent of both parties, or by issuance of a written amendment signed and dated by both parties. Either part may terminate this Memorandum by providing 90 days written notice. Upon termination, the Repository shall return such Collection and any other U.S. Government-owned personal property to the destination directed by the Depositor and in such manner to preclude breakage, loss, deterioration and contamination during handling, packaging and shipping, and in accordance with other conditions specified in writing by the Depositor. If the Repository terminates, or is in default of, this Memorandum, the Repository shall fund the packaging and transportation costs. If the Depositor terminates this Memorandum, the Depositor shall fund the packaging and transportation costs.

7. Title to the Collection being cared for and maintained under this Memorandum lies with the Federal Government.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Attachment A: Inventory of the Collection

Attachment B: Inventory of any other U.S. Government-owned Personal Property

Attachment C: Terms and Conditions Required by the Depositor