

General Letter of Agreement for Research Services

Research costs will be charged as follows: \$30.00 per hour, including review of information provided by you, research, analysis and report preparation *plus* expenses. Expenses include cost of microfilm rentals, photocopies, document copies, parking, postage and handling, travel expenses at the current IRS allowable rate per mile and other ordered or approved out-of-pocket expenses.

To avoid duplicating work already done, you will provide copies of all pertinent information on the subject to be researched, including copies of reports or summaries of previous research touching on the subject, copies of significant records, and notes on sources or collections previously searched. This material includes, but is not limited to, family group sheets, ancestral charts, research logs, certificates, newspaper clippings, replies to queries, online database queries, etc. This material should include information on any known siblings as well--research on these collateral lines can result in information about their direct ancestors that may appear in no other records. Please, do NOT send originals.

The agreement will become effective and work will begin when:

- (a) The scope of the project has been clearly defined,
- (b) Background material had been provided, and
- (c) Payment of the agreed upon retainer has been received.

The scope of the project defines the research objective and the maximum allotted time and expense amounts. Once either the authorized maximum has been reached or the research objective has been attained a detailed report will be sent to you. The report will include all sources checked during the research, analysis of the findings, copies of documents found, and an itemized report of expenses incurred. The report will be sent in a reasonable time frame, generally not to exceed two months unless otherwise advised.

I work as an independent contractor in accordance with prevailing professional standards in genealogy, including the Code of Ethics of the Association of Professional Genealogists and the Code of Ethics adopted by the Board for Certification of Genealogists. Certain research duties may be delegated to other qualified researchers with a reputation for quality work.

You understand and agree that there are no guarantees regarding what information, if any, may be found or what conclusions may be drawn from it and that no prediction can be made in advance of the time needed to find the information to prove facts or relationships, and that the risk of non-discovery, or discoveries to the contrary of those desired is on you and not me.

I will keep confidential any information on living persons or sensitive matters that are not already a matter of public record or public knowledge. Issues that concern living persons, their parents, or immediate families, as well as items that you have specifically noted as sensitive, even if they are already matters of public record, will be treated with discretion.

I retain the right to make further use of the results of work done at your request, including, but not limited to, publication in articles and books, certification applications, and genealogical lectures or workshop material, with acknowledgement of your sponsorship of the research, unless you request anonymity. I will exclude information about living persons or information you specially request I not use. I will not accept fees to provide these results directly to interested persons, but will, with your consent, refer them to you for the information and allow you to determine the terms under which you may decide to share it.

I retain the copyright to the report and the manner in which I have expressed the information in it. You may make a limited number of personal photocopies of the copyrighted report for personal study, but agree that you will not otherwise publish, make multiple copies of the report for distribution, or reproduce the report in any other material form without my written permission.

You agree that if you publish any information taken from my report, including my findings and conclusions, you will report them accurately, you will include any qualifiers I have used (such as the words probable or possible, when accompanying a conclusion) and you will credit my report as the source.

We both agree that if any dispute arises out of this agreement we will use the arbitration services of the Association of the Professional Genealogists and accept as final and binding on both of us the arbitration decision, and we both consent to the entry of the decision as a final judgment in any court that may have jurisdiction over either of us.