SCOPE OF WORK:

The Contractor shall provide professional, technical, non-personal services to the National Portrait Gallery (NPG) providing research and writing to the Senior Historian.

STATEMENT OF WORK:

Contractor shall:
Assess and evaluate the 200,000 paper files of the Catalog of American Portraits (CAP).
Contractor shall evaluate the following:

- The importance of the CAP files for research.
- The CAP’s primary users and usage.
- How the CAP’s content may be unique or compliment other similar collections, such as the Libraries’ Art & Artist Files (AAF) or Smithsonian American Art Museum’s (SAAM) National Art Inventories.
- Space and housing needs, current vs. optimal/long-term.
- Current and future access needs, to include staffing and IT requirements.
- Ways to improve current access to the collection and build on their utility.

Actions to Perform:

- Archive the history of CAP through interviews with current and retired staff members.
- Identify potential sources of funding, including grants for the maintenance and enhancement of the archival collection.
- Produce a report that makes a long-term recommendation on best placement of the CAP within the NPG organization and suggests potential future uses and projects.

WORK LOCATION:
Work shall be performed about evenly between the CAP location at 750 9th Street NW, Washington, DC 20001, and remotely, in a home office, or at local research libraries. Contractor must provide their own computer and maintain a reliable internet connection from the remote location to perform services. NPG will need to verify a secure external connection to the Smithsonian networks. While on NPG premises may connect to the Smithsonian network via wifi. NPG shall provide Smithsonian network and email access.

WORK SCHEDULE:
Contractor shall perform services during normal office hours, excluding Federal holidays, on a schedule to be established with the Supervisory Historian.

PERIOD OF PERFORMANCE:
All work under this purchase order shall begin on April 10, 2023 and be completed no later than July 31, 2023.
SMITHSONIAN FURNISHED PROPERTY:
While working remotely, the Contractor must provide their own computer. The NPG shall provide the Contractor with the necessary supplies for organizing the various projects (i.e., file folders, office paper, pencil, pens). While onsite, the NPG shall provide at its Victor Building offices a workstation, telephone, and networked computer.

PRICE:
The price to the Smithsonian Institution for this purchase order is not-to-exceed price $20,000. This price is based on a firm fixed hourly rate of $30.00 per hour for an estimated 650 hours. All costs are estimated; any changes to this not-to-exceed price shall be made by written modification to this purchase order by the Contracting Officer.

PERIODIC PERFORMANCE MONITORING:
Contractor shall, on no less than a bi-weekly basis, present to Michael Hussey, Director of History, a written summary of tasks accomplished since prior report, along with a total of billable hours performed since prior progress report.

PAYMENT SCHEDULE:
Multiple payments shall be made upon completion and acceptance of all work as required and receipt of proper invoices referencing this purchase order.

COMMERCIAL GENERAL LIABILITY INSURANCE
Contractor elects enrollment in the commercial general liability policy for Smithsonian contractors and hereby agrees to pay $30.00 to the Smithsonian Institution by check to facilitate enrollment in this policy. Insurance coverage is only for the duration of this contract and covers the contractor only for work performed for the Smithsonian Institution.

SMITHSONIAN INSTITUTION INDEPENDENT CONTRACTOR CLAUSES
It is understood that Contractor is undertaking the work hereunder as an independent contractor, not as an employee of the Smithsonian, and neither Contractor nor Contractor's employees are eligible for Smithsonian benefits, including coverage under FECA (workers compensation) and FTCA (Federal Tort Claims Act), or coverage under any Smithsonian workers compensation, medical, liability, or other insurance policy, or for legal protections afforded to employees under law applicable to employment relationships.

(1) Contractor is responsible for providing, at Contractor's own expense and as necessary, disability, unemployment, workers compensation and other insurance, including adequate liability and property insurance, training, permits, and licenses for Contractor and for Contractor's employees.

(2) Contractor is responsible for paying all taxes and income taxes, including estimated taxes, incurred as a result of the payments by Smithsonian to Contractor for performance of this contract.
The parties, by this contract, do not intend to create a partnership, principal/agent, or joint venture relationship, and nothing in this contract shall be construed as creating such a relationship between the parties. Neither party may incur any obligation on behalf of the other.

Contractor agrees and acknowledges that Smithsonian assumes no responsibility whatsoever for the acts, errors and/or omissions of Contractor beyond those that the Smithsonian is responsible for at law.

WARRANTIES AND REPRESENTATIONS
Contractor warrants the following: (1) He or she has full right and authority to enter into this Agreement; (2) he or she has full right and authority to grant all of the rights granted herein; (3) he or she is not under any obligation to any other party which may interfere with the performance of his or her obligations hereunder or conflict with or injure the work performed under this contract; and (4) he or she has not previously assigned, pledged or otherwise encumbered any rights herein granted to Smithsonian. Contractor represents that he or she has diligently taken prudent, responsible and customary measures to ensure that the materials provided by the Contractor contain no matter that is libelous or in violation of the copyright, patent right, or any property or personal right of any person or entity nor a violation of any statutory copyright, nor are otherwise contrary to law.

RESPONSIBILITY FOR SMITHSONIAN PROPERTY
Contractor assumes full responsibility for and shall reimburse and indemnify the Smithsonian for any and all loss or damage of whatsoever kind and nature to any and all Smithsonian property, including any equipment, supplies, accessories, or parts furnished, while in Contractor's custody and care, or resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

NO WAIVER OF RIGHTS
Neither the Smithsonian's review, approval, acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any cause of action arising out of the Contractor's performance of this contract.

INDEMNIFICATION
Contractor shall defend, hold harmless, and indemnify Smithsonian Institution, its Regents, directors, officers, employees, volunteers, licensees, representatives and agents, and the Government of the United States, against any and all claims, loss and expense (including attorney's fees and litigation expenses), from loss or liability or injury to any persons (including employees or agents of the Contractor or his subcontractors) and from loss of or damage to any property (including property owned by Smithsonian) arising out of any act or omission of the Contractor, his employees, agents or subcontractors in the performance of this contract.

SMITHSONIAN INSTITUTION RIGHTS-IN-DATA CLAUSE (21 June 2001)
As used herein, the term "Subject Data" includes, but is not limited to, literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic and sculptural works; motion pictures and other audiovisual works; sound recordings; and architectural works, as each of those terms
are used and defined by the Copyright Act of the United States (17 USCS 101, et. seq.) (the "Copyright Act") and works of any similar nature (whether or not copyrighted) which are included in the material to be delivered under this contract.

(a) Work for Hire. All Subject Data first produced, composed, or created in the performance of this contract, where such Subject Data consists of a work: (i) specially ordered or commissioned for use as a contribution to a collective work; (ii) as part of a motion picture or other audiovisual work; (iii) as a translation; (iv) as a supplementary work; (v) as a compilation; (vi) as an instructional text; (vii) as a test; (viii) as answer material for a test; or (ix) as an atlas, as each of those terms are used and defined by the Copyright Act, shall be considered a "work made for hire", as that term is defined under the Copyright Act. The copyright to such Subject Data shall be the exclusive property of Smithsonian and may be registered by the Smithsonian Institution in its own name.

(b) Other Copyrightable Works. All Subject Data first produced in the performance of this contract, where such Subject Data consists of copyrightable materials that do not fall within the enumerated categories for work for hire, shall become the property of Smithsonian. Contractor hereby transfers to Smithsonian full legal title and all right, title, and interest in the copyright to all such Subject Data, including without limitation, all preliminary renditions of the Subject Data whether or not such renditions are actually delivered to Smithsonian. The copyright to such Subject Data shall be the exclusive property of Smithsonian and may be registered by the Smithsonian Institution in its own name.

(c) Except as specified herein, no Subject Data first produced in the performance of this Agreement may be published or reproduced by Contractor in whole or in part, in any manner or form, without Smithsonian's prior written consent. Contractor agrees that no right at common law or in equity shall be asserted, and no claim to copyright by statute shall be established by Contractor in any such Subject Data without Smithsonian's prior written consent. Contractor shall secure Smithsonian's legal title and interests in and to all Subject Data that is produced for Contractor by third parties pursuant to this Agreement.

(d) License for Other Subject Data. Excluding the Subject Data which Smithsonian owns or has already obtained a license for, Contractor hereby grants to Smithsonian a royalty-free, non-exclusive, perpetual, and irrevocable license in all copyrighted or copyrightable Subject Data not first produced, composed, or created in the performance of this Agreement, but which is incorporated in the material furnished under this Agreement. Such license includes, without limitation, the rights to reproduce, publish, translate, broadcast, transmit, distribute, exploit, display, use, sell, and/or dispose of such Subject Data in any manner, and to authorize others to do so. In the event that Contractor does not have the right to grant such a license with respect to any such Subject Data, Contractor shall immediately notify the Smithsonian of this fact and obtain Smithsonian's prior written permission to incorporate such Subject Data in the work. Without this notification, Smithsonian will be acting in reliance on this contract and will presume that it possesses all necessary rights and is free to make whatever use of the Subject Data that Smithsonian determines is in its best interests.
(e) The Contractor hereby warrants that the Subject Data delivered to Smithsonian pursuant to this contract does not infringe statutory copyrights or common law literary rights of Contractor or others and contains no matter libelous or otherwise unlawful. Contractor agrees to indemnify the Smithsonian Institution, its Board of Regents, officers, agents, and employees against any liability, including costs and expenses, for: (i) violations of copyright or any other property rights arising out of the use, reproduction, or disposition of any Subject Data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in said Subject Data.

(f) The Contractor agrees to report in writing to the Smithsonian Office of the General Counsel, promptly and in reasonable detail, any notice or claims of copyright infringement received by Contractor with respect to any Subject Data or other material delivered under this contract.

SMITHSONIAN CONFIDENTIALITY CLAUSE (Oct. 1, 2003)
The Contractor agrees that all files, records, documents, reports, donor and sponsor lists, financial data, business data, specifications, business plans and other similar or dissimilar items relating to any Smithsonian operation, department, or museum (i) provided to the Contractor by the Smithsonian; (ii) provided to the Contractor by other Smithsonian contractors; or (iii) prepared by the Contractor in performing the work, constitute “Confidential Information.” The Contractor shall not use Confidential Information for any purpose other than considering or carrying out this project. No Confidential Information shall be disclosed to any person/entity without the prior written consent of the Smithsonian’s Contracting Officer. Upon completion of work and/or at the request of the Smithsonian, the Contractor shall take reasonable steps to protect such Confidential Information from dissemination as would be reasonably likely to cause harm to the Smithsonian. Any such Confidential Information, or copies or transcripts thereof, shall be returned to the Smithsonian upon completion of the work, or immediately destroyed upon request by the Smithsonian.

SMITHSONIAN INSTITUTION CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) DELEGATION OF AUTHORITY CLAUSE (Rev. March 2010)

1) Rich Reichley, Director of Finance and Operations, National Portrait Gallery, of the Smithsonian Institution, is hereby designated Contracting Officer's Technical Representative (COTR) and authorized to act for and on behalf of the contracting officer in the administration of this contract with respect to:
   a) Resolution of issues that may arise between the contractor and the Smithsonian Institution in connection with such matters as acceptability of workmanship and other technical requirements;
   b) Evaluation on an overall basis of the acceptability of workmanship and contractor compliance with technical requirements; and
   c) The acceptance of all work performed under the contract and approval of all invoices.

2) The contractor shall make available such records, reports and facilities as may be required by the above-named individual to effectively and efficiently fulfill COTR duties and responsibilities.
3) This delegation of authority does not authorize the above-named individual to modify any of the contract clauses, provisions, terms or conditions of this contract. All authorities not herein delegated are retained and shall be executed only by the contracting officer.

INQUIRIES
Inquiries, acknowledgements, and correspondence pertinent to this order should be directed to:
Smithsonian Institution
National Portrait Gallery
750 Ninth Street, NW
Suite 410
Washington, DC 20001
Attn: Michael Hussey
Phone: 202-633-8241
Email: HusseyM@si.edu

The following are attached and made a part of this purchase order:
1. P.O. Terms and Conditions (December 2016 - SI - 147A);
2. Smithsonian Institution Privacy and Security Clause (December 2016 - SI - 147B);

Contractor shall sign this purchase order and return it to the same address as given above for inquiries or give full address and name:

Signature: ________________________________________________________________

Printed name: ___________________________ Title: __________________________

Date: ____________________________________________________________________

The Prompt Payment Act, P.L. 97-177 (31 U.S.C. SEC. 3901) is not applicable to the Smithsonian Institution.