



**museum of
danish america**

Collections Management Policy

Revised June 2016

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1. Overview

1.1 INTRODUCTION

The Collections Management Policy establishes and documents the Museum of Danish America's policies and guidelines concerning all collections related activities including the acquisition, development, management, and use of the collections. The Collections Management Policy, hereafter referred to as the Policy, deals with all major aspects of collections stewardship, which is the careful, sound, and responsible management of that which is entrusted to the care of the Museum of Danish America, hereafter referred to as the Museum. Collections are held in trust for the public and are made accessible for the public's benefit.

A comprehensive Collections Management Policy helps to facilitate adherence to the standards and best practices recommended by the American Alliance of Museums. It is a guide for Board, staff, and volunteers as they perform their individual and collective duties.

This current revision to the Policy has been expanded to more fully address areas such as collections' purpose and scope, statements of authority, and adherence to laws and ethics. Increased emphasis has been placed on the key topics of acquisition and deaccessioning given their importance in shaping our collections.

1.2 STATEMENT OF PURPOSE

The Museum's Mission provides the focus, context, and direction for all collections activities.

Mission Statement: The Museum of Danish America celebrates Danish roots and American dreams. (Approved by the Board of Directors, June 2011)

Collections as Embodiment of Museum's Purpose: The Museum collects examples of material culture which illustrate the history of the earliest Danish immigrants in terms of their lives in Denmark before emigration, their travels to and means of reaching America, and life here including occupations, social organizations, schools, churches, and homes. The Museum also collects representations of subsequent generations of Danish Americans, artifacts which reflect their achievements and contributions, continuing ties to Denmark and Danish traditions, and their efforts to maintain communal expressions of their Danish heritage. Since Danish immigration is ongoing, both historic and contemporary artifacts are appropriate for the collections.

1.3 SCOPE OF COLLECTIONS

The Museum has two distinct artifact collections: the permanent collection and the utility, education, research/reference (UER) collection. A third group of materials is collected and retained by the Museum's Genealogy Center. This collection has a different purpose and function than those of the Museum's permanent and UER

collections, and is guided by the “Collection Development Guidelines” for the Genealogy Center (See Addendum E).

In scope and content, the Museum’s collections will always be consistent with and supportive of the Mission Statement of the Museum of Danish America.

Permanent Collection: Artifacts of all types added to this collection may be used for exhibition, research, and documentary purposes. Such artifacts should relate closely to the Mission and purpose of the Museum. Artifacts should have strong provenance and/or associations with specific people, institutions, or events; artifacts with such associations are preferable to those without. The Museum commits to long term care of these artifacts, which may only be removed from the collection through formal deaccessioning. (See Deaccessioning, section 4). Artifacts in the permanent collection may be loaned to other institutions (see Loans, section 5).

Utility, Education, Research/Reference (UER) Collection: UER artifacts are “hands on” artifacts. This collection focuses more on purpose and support for exhibitions and less on provenance. Such artifacts are allowed to “live out” their normal lives through use and handling. Pieces in this collection may be used as general reference material for the public, serve to illustrate talks and demonstrations, or provide visitors and program participants “hands on” knowledge, meaning that the artifacts may be touched. Such artifacts may be used in exhibit situations where the environment and/or security might threaten the preservation of a permanent collection artifact. UER artifacts may be loaned to other institutions (see Loans, section 5). Reproductions may also be made of artifacts in this collection by qualified professionals. Artifacts will be removed from the collection once they are no longer useful for Museum purposes.

Excluded from this collection are objects with no interpretive function that are donated or purchased specifically for general use by the Museum for hospitality events (e.g. dishes for receptions). Items that do not go through the donation process with associated paperwork are excluded from the collection.

1.4 STATEMENT OF AUTHORITY

Board of Directors: The Board of Directors is the legal entity responsible for the governance of the Museum of Danish America. The Executive Director and Museum staff are responsible for implementation of established strategies, policies, and practices, and are accountable to the Board for such.

Board’s Collections Committee: The Board of Directors’ Collections Committee, together with the Executive Director, Curator of Collections, or alternate designated staff, is responsible for establishing the principles and strategies supporting the integrity, organization, development, and management of the Museum’s collections, and recommending such principles and strategies for approval by the Board of Directors. This committee, in collaboration with the Executive Director and professional staff, works to establish and develop the strategies, policies and long-term planning goals for the collections. Curators serve as “ex-officio” members of the Collections Committee.

Executive Director: The Executive Director, as chief executive of the Museum, is directly accountable to the Board for the overall administration and management of the Museum of Danish America including all programs and business operations. As such, the Executive Director is responsible for the effective custody and administration of the Museum's collections and the implementation of the Collections Management Policy. He/she shall delegate day-to-day administration and management of the collections to the Curator of Collections and the Registrar, and other professional staff as appropriate. The Executive Director, in collaboration with designated staff, identifies specific priority needs of the collections and communicates those to the Board of Directors.

Curator of Collections: The Curator of Collections' primary responsibility is to ensure the integrity of the collections by following professional standards in managing and administering all collections related activities and processes. He/she participates in focused collecting and deaccessioning, and develops, updates, and implements detailed policies relating to the collections. He/she is responsible for controlling both physical and electronic access to the collections, for overseeing the care and protection of all artifacts, and for approval of all loan requests. The Curator of Collections conducts scholarly research, and assists with exhibitions to coordinate with the Curator of Exhibitions appropriate display methods for artifacts.

Registrar: The Registrar's primary responsibility is to maintain, consistent with professional standards, all records pertaining to the artifacts for which the Museum has assumed responsibility, both as collections and loans. He/she is responsible for the development, administration, and retention of all legal forms pertaining to collections management. Additionally, the Registrar is responsible for obtaining necessary signatures, maintaining deaccessioning records, and monitoring the locations of artifacts. The Registrar also develops, updates, and implements specific procedures relating to the management of records.

Curator of Exhibitions: The Curator of Exhibitions ensures that all exhibitions, programs, and other interpretive activities maintain a level of professional care and preservation for collections involved. This includes, but is not limited to: 1) planning appropriate artifact installation methods, involving cases and protective barriers as needed; 2) being mindful of the physical condition of artifacts when selecting pieces for exhibitions; 3) in collaboration with the Curator of Collections, ensuring that environments for on-site and traveling exhibitions meet the preservation and security needs of the collections involved.

Collections Review Committee: The staff's Collections Review Committee consists of the Executive Director, Curator of Collections, Registrar, Curator of Exhibitions, and Manager of the Genealogy Center. This Committee is responsible for following the Collections Management Policy with respect to recommending artifacts for acquisition and deaccessioning, designating placement of accepted artifacts in the permanent or UER collections, and determining disposition of those artifacts not approved for

acquisition. Voting members shall be employees of the Museum, though interns and volunteers sitting in on meetings may participate in discussions.

2. Legal and Ethical Standards

2.1 LEGAL STANDARDS

The Museum was incorporated pursuant to Chapter 504A of the Iowa Nonprofit Corporation Act of the Code of Iowa in November 1983. The Museum acquired tax exempt status from the Internal Revenue Service under the Internal Revenue Code Section 501c3.

Artifact donations may qualify as tax deductible contributions consistent with the provisions of IRS Code Section 501c3.

In policy and in practice, the Museum shall follow all applicable local, state, federal, and international laws and regulations, including U.S. copyright law incorporated in Title 17 of the U.S. Code and all subsequent legislation pertaining to copyright and other issues of intellectual property.

2.2 ETHICAL STANDARDS

The Museum is responsible for seeing that collections in its custody are “lawfully held, protected, secure, unencumbered, cared for, and preserved” (AAM 1993). The Board of Directors, staff, and volunteers will follow the Museum’s Code of Ethics, and reference the American Alliance of Museum’s Code of Ethics (found in Addenda F and G).

As the museum holds its collection in the public trust, all activities surrounding the acquisition, documentation, care, storage, display, use, and disposal of the collection must meet professional museum industry standards and be outlined formally in this Collections Management Policy, approved by the Board of Directors. All actions will occur in accordance to the guidelines found herein.

No staff, volunteer, or Board member shall use his/her position at the Museum for personal gain or benefit at the expense of the Museum, its Mission, its reputation, and/or the community it serves.

2.3 APPRAISING DONATIONS / TAX DEDUCTIONS

The Museum’s staff or representatives will not act as appraisers for gifts offered and/or accepted for collections. Appraisals are the sole responsibility of the donor. A licensed appraiser may conduct appraisals for insurance purposes once artifacts are accepted for and processed into the collections.

Internal Revenue Service forms related to donations will be completed by the Museum according to the following steps: 1) formal acceptance of the artifacts by the Museum, 2) signature on IRS reporting forms by the Donor, 3) signature on the IRS reporting forms by the Executive Director or Registrar, and 4) compliance with other applicable laws.

2.4 PERSONAL COLLECTING

Board members, staff, and volunteers will not compete with the Museum in any personal collecting. These individuals will use their best judgment, in consultation with the Executive Director and/or the Curator of Collections, to determine whether an object represents an artifact of current interest for the collections.

If such an object comes to the attention of board members, staff, or volunteers, either through gift or possible sale, the Museum will be informed of its availability and will have the first option to accept or reject it. If such an object is purchased by board members, staff, or volunteers, it will be offered to the Museum as a donation or for the price of purchase. Objects collected prior to an individual's association with the Museum, bequests, or personal gifts will be exempt from this policy.

Board members, staff, and volunteers may not participate in any dealing in objects similar to those objects collected by the Museum. For the purposes of this Policy, a dealer is defined as someone who buys and sells objects for profit on a regular basis.

3. Acquisitions

3.1 ACQUISITIONS OVERVIEW

The Museum of Danish America will build its collections primarily through donations, and through occasional strategic purchases. The collections are consistently built in an active and focused manner, which continually strives to reflect the evolving and changing story of Danish immigration.

Specific acquisition strategies will be employed to strengthen and/or expand collections in areas that are weak, limited, or missing entirely (e.g. artifacts representing contemporary Danish design or the post-World War II period).

Objects may be received by the Museum for the specific purpose of sale or trade, but only such objects as are not considered appropriate for the existing collections. Those objects accepted specifically for sale or trade will remain outside of all collections procedures.

3.2 TERMS AND CONDITIONS FOR DONATIONS

All donations are subject to the Terms and Conditions for Donations found on the reverse of every Deed of Gift. These include, but are not limited to, the following: 1) all donations to the Museum will be outright and unconditional gifts, and donors may not issue restrictions; 2) the Museum does not guarantee exhibition of donated artifacts; 3) no security interest is held by any third party against the donation; and 4) donations may be tax deductible, but the Museum assumes no responsibility for providing an appraisal.

3.3 ACQUISITION RESTRICTIONS

The Museum may be restricted in its acceptance of some artifacts for either collection for a number of reasons such as lack of support for the Mission, lack of accurate and/or significant documentation, duplication, physical size, and need for excessive conservation care.

3.4 ACQUISITION PROCESS

Comprehensive procedures and detailed forms dealing with the acceptance, review, and accessioning artifacts are documented in the Collections Procedures Manual. The guiding principles and policies that direct those procedures are outlined here.

3.4.1 Temporary Artifact Receipt:

The first step in the donation process involves completing the Temporary Artifact Receipt. This form requires the signature of both the owner/donor and the Museum staff member receiving the donation. It lists all of the artifacts being offered and states clearly the conditions under which these artifacts are being left in the Museum's custody. It officially gives the Museum permission to consider the artifacts listed thereon for the collections. Appropriate documentation is acquired at the time of donation and during the subsequent cataloging process.

3.4.2 Collections Review Committee:

The Collections Review Committee meets monthly to determine which artifacts will be accepted for the collections, transferred to other institutions (including the Genealogy Center), returned to donors, or otherwise disposed of. The Committee is also responsible for assigning a new acquisition to the permanent or UER collection. Donation offers and purchase recommendations are reviewed according to the following criteria: 1) consistent with the Mission and purpose of the Museum; 2) level of provenance or documentation; 3) duplication; 4) physical space required to care for, store, and exhibit; 5) need for excessive care and/or conservation due to fragility or damage; and 6) the potential hazard or risk to other artifacts in the collections and/or to people. If a majority of Collections Review Committee members approve of the acquisition of an artifact, that piece will be accepted.

3.4.3 Deed of Gift:

A Deed of Gift is issued to donors for artifacts that are accepted by the Collections Review Committee. The Executive Director signs the Deed of Gift after the donor has done so. This completes the donation.

If the Deed of Gift is not signed by the donor within 90 days after acceptance by the Collections Review Committee, the artifacts listed on the Deed will automatically and completely become the property of the Museum. According to the Terms and Conditions listed on the Deed, no liability will accrue to the Museum or its agents or employees if reasonable attempts have been made to contact the donor for his/her signature. (Reminder letters are mailed to donors after 30 and 60 days.)

3.4.4 Declined Artifacts:

Artifacts that are not accepted are returned to the donor, transferred to other institutions, or otherwise disposed of according to guidance provided by the donor on the Temporary Artifact Receipt. Museum representatives should never directly and/or personally gain or benefit from artifact donations. Artifacts that donors do not want returned to them may not be acquired by Museum board members, staff, interns, or volunteers.

3.4.5 Purchasing for the Collection:

While most additions to the collections are made through donations, purchases are also useful in acquiring important artifacts. The Executive Director, curatorial staff, board members, or others may identify artifacts that are available to the museum through purchase.

All recommendations for purchases must be reviewed and approved by the Collections Review Committee prior to purchase. Purchases below \$5000 are agreed to by an affirmative vote of Collections Review Committee members. Prior to any transaction of \$5000 or higher, the Board of Directors or its Executive Committee will receive the recommendation from the Collections Review Committee and must then review and approve the recommendation of purchase.

4. Deaccessioning

4.1 DEACCESSIONING OVERVIEW

The Museum of Danish America's permanent and UER collections are never intended to be static. The Museum is committed to continually strengthening the collections. One of the most important ways to do this is by thoughtful application of a disciplined process of continual refinement to remove duplicate or damaged artifacts, as well as those that are no longer consistent with the Mission or have insufficient documentation. Such actions make available space, funds, and staff time to devote to the existing collections and new acquisitions.

The deaccessioning process will follow all legal requirements and professional standards. No artifact may be removed from the collections without going through the accepted deaccessioning process detailed in this Policy. The deaccessioning process for permanent collection artifacts is different than that for UER artifacts.

Briefly, the deaccessioning process for all artifacts begins with a specific recommendation from the professional staff and approval by Collections Review Committee (CRC). Following this, actions to effect deaccessioning may be initiated for UER artifacts. Permanent collection artifacts require further approval by the Board's Collections Committee, and finally approval by the Board of Directors. Only when Board approval is obtained are the actions to effect deaccessioning initiated. If the recommendation to deaccession an artifact in either collection is denied by the CRC, the artifact is retained in its collection. If a permanent collection artifact's recommendation is denied by the Collections Committee or the Board, the artifact is retained in its collection.

An artifact may be removed from either of the collections if specific criteria are met. These include the following: 1) it has been proven that the artifact did not belong to the donor at the time of donation; 2) the artifact is no longer consistent with the Mission of the Museum; 3) the authenticity of the artifact has been disproved; 4) the artifact has deteriorated beyond usefulness or the ability of the Museum to care for it; and 5) the artifact presents a potential hazard risk to other artifacts in the collections and/or to people. Artifacts that meet one or more of these criteria, or similar to above, may still be retained in their collections.

Artifacts that have been formally deaccessioned may be disposed of in one of the following ways: 1) through transfer to the alternate collection (e.g. permanent to UER or vice versa) or to the Genealogy Center; 2) through transfer to another institution; or 3) through approved destruction or public auction.

Deaccessioned artifacts will not be returned to the original donors. All monies from sales will be used for the acquisition of new artifacts.

4.2 DEACCESSIONING PROCESS

Complete procedures and forms for deaccessioning artifacts are documented in the Collections Procedures Manual. The guiding principles and policies that direct those procedures are outlined here.

4.2.1 Review by Collections Staff:

If an artifact is determined to meet one or more of the criteria listed in section 4.1, collections staff will review the paper and electronic records for the artifact to confirm that all documentation is accurate and complete. Incomplete records will be completed as much as possible before proceeding. If clear and unrestricted title cannot be determined from the available paperwork, the deaccessioning process will stop.

4.2.2 Review by Collections Review Committee (CRC):

Collections staff will recommend to the Collections Review Committee that the artifact be deaccessioned. At this time, the recommended disposition of the artifact to take place after deaccessioning will also be made clear. The Committee must approve the recommendation or the action will stop and the artifact will remain in its collection. This is the final step for UER artifacts.

4.2.3 Review by Board's Collections Committee:

An approved recommendation from the Collections Review Committee for deaccessioning a permanent collection artifact will be presented to the Collections Committee at their next regularly scheduled meeting. Only upon approval by the Collections Committee will the deaccessioning process proceed. If the recommendation is denied, the artifact will remain in its collection.

4.2.4 Review by the Board of Directors:

An approved recommendation from the Collections Committee for deaccessioning a permanent collection artifact will be presented to the full Board for final approval. Only upon approval by the full Board of Directors will the deaccessioning process proceed. If the recommendation is denied, the artifact will remain in its collection.

4.2.5 Documenting Deaccessioning:

All deaccessioning decisions and actions will be documented using the Museum's collections database system, and all paper records will be updated. The original Deaccessioning Form will be signed by representatives from the CRC and by the Board President. Transfer Receipts and Witness of Destruction forms will be signed by the Registrar. This paperwork and associated files will be retained. Object identification numbers that were applied to an artifact when it was first accepted will not be removed during the deaccessioning process.

4.3 DISPOSAL OF DEACCESSIONED ARTIFACTS

An artifact being deaccessioned will be disposed of according to the action recorded on the Deaccessioning Form. The following are approved methods of disposal:

- Transfer of a permanent collection artifact to the UER collection, or vice versa, or to the Genealogy Center

- Transfer to another museum, archive, library, or other entity
- Public sales such as by auction, eBay, or professional dealer
- Discard/destroy

4.4 RESTRICTIONS FOR DEACCESSIONED ARTIFACTS

Deaccessioned artifacts will not be returned directly to original donors or their families or representatives. If artifacts are to be sold at public sales, donors may be notified of the impending sale. They may participate if they choose.

Monies from public auctions will be used only to acquire new artifacts for the collections. Artifacts removed from the collections will not be sold at any time to fund general operations. Consistent with museum industry ethical standards, the Museum of Danish America will not capitalize collections or treat them as financial assets.

Board members and staff should never personally acquire objects deaccessioned from the museum's collections unless the general public has first been given full access. For example, the first day of a sale of deaccessioned books will be restricted to the public only. Following that, board members and staff may make purchases from those books. Board members and staff may not purchase deaccessioned artifacts at public auctions due to the limited availability to the public prior to the beginning of the sale and the potential for a perceived conflict of interest.

5. Loans

5.1 LOANS OVERVIEW

Lending and borrowing artifacts for exhibition, research, and educational purposes is an integral part of the Museum's goal to make its collections accessible to the widest possible audience.

Artifacts are at risk while on loan. To reduce such risk, the Museum has developed policies which permit responsible use of artifacts while ensuring their physical integrity and security through proper care and handling.

All artifacts on loan to and in the Museum's custody are afforded the same level of care and attention as that afforded to artifacts owned by the Museum. The details of all incoming and outgoing loans are specified on the Loan Contracts issued by the Registrar, and will be followed unless changes are agreed to in writing by both parties.

Terms and conditions detailed in Loan Contracts include, but are not limited to, the following: 1) all artifacts, loaned or borrowed, will be afforded professional care and handling; 2) damages to artifacts, loaned or borrowed, will be photographed and reported to the Lender as soon as practical; 3) no alterations will be made to any artifact, loaned or borrowed, without prior written approval by the Lender; 4) no reproductions will be made of any artifact, loaned or borrowed, without prior written approval by the Lender; and 5) no loan period will be open-ended—all loans will be tied to the duration of the project for which they are intended.

All loan files will be retained permanently.

5.2 INCOMING LOANS

Incoming loans are solicited by the Curator of Exhibitions or the Executive Director for a specific purpose such as exhibition or research. The Museum does not store artifacts for other institutions.

The terms and conditions governing all incoming loans will be negotiated in advance to ensure that the Museum can comply with legal and other requirements. Questions or concerns will be addressed between the Lender and the Museum's Curator of Exhibitions and/or Executive Director. Details of loan terms and conditions will be communicated to the Registrar to ensure that all loan documentation is complete and accurate.

All incoming loans are covered by the Museum's insurance policy while in-house and in-transit for the value provided by the Lender. In the event the Lender chooses to maintain his/her/their insurance coverage in lieu of that provided by the Museum, the Lender is required to provide written, signed notice to this effect.

The Museum will not accept loaned material that is known to have been collected illegally, represents a hazard to the collections or staff of the Museum, or fails to conform to local, state, or federal law (e.g. human remains, sacred material, etc.).

The Museum is responsible for all costs associated with the transportation of incoming loans unless other arrangements are made.

5.3 OUTGOING LOANS

Requests for all outgoing loans require the approval of the Curator of Collections and the Executive Director.

The Borrower will sign and return the Loan Contract prior to the requested artifacts being transferred to the Borrower's custody. Once the Executive Director signs the Contract, the loan is finalized, and the artifacts will be shipped or delivered.

All outgoing loans will be covered by the Borrower's insurance while in-house and in-transit for the value provided by the Museum. The Museum may request a Certificate of Insurance from the Borrower in advance of the loan. If proof of insurance coverage cannot be provided, the loan request may be denied.

The Museum will deny requests for loans of artifacts that are inherently unstable or in such condition that traveling or exhibition would exacerbate the problem or subject the artifact to other unnecessary risks. Requests may also be denied if the Museum needs the artifact for its own use, or if the amount of time between the date of request and the date that the artifact is required by the borrower precludes the Registrar from making necessary preparations.

The Museum may recommend that a high quality reproduction be substituted for the original artifact being requested if that original artifact is unavailable for loan. The cost of producing the reproduction will be borne by the Borrower.

The Borrower is generally responsible for all costs associated with the transportation of the loan unless other arrangements are made.

5.3.1 Loans from the Permanent Collection:

The Museum lends only to professional museums, galleries, and other historical organizations that receive a satisfactory evaluation by the Museum based on information provided in an AAM Facility Report.

The Museum does not lend to individuals or to organizations that do not receive a satisfactory evaluation based on the AAM Facility Report. Any exception to this policy requires either the written approval of the Executive Director and/or an on-site visit by a professional staff person to establish that physical conditions and operating standards of the requesting institution meet the Museum's requirements.

5.3.2 Loans from the UER Collection:

The Museum lends artifacts from the UER collection to museums, galleries, and other historical organizations. Pieces from this collection may also be loaned to groups that are not professional and/or historical in nature such as churches, schools, or social organizations.

The intended use of all requested UER artifacts must be consistent with the Statement of Purpose in this Policy, and with the Museum's commitment to cultural and educational programming.

6. Unclaimed Loans, Abandoned and Found Objects

6.1 Unclaimed Loans, Abandoned Property

Objects in these categories are typically unsolicited by the Museum. These are objects left in its custody without being requested or approved by the Museum. The Museum is guided in managing such objects by Iowa's Museum Property Act (See Addendum C—*Iowa Code Chapter 305B—Museum Property Act*).

Documentation of all attempts to contact the original owner/lender will be maintained permanently in the loan file for the object, as will copies of all public notices and/or subsequent paperwork relating to it.

6.1.1 Unclaimed Loans:

Unclaimed loans are objects for which a loan contract exists, but contact with the owner/lender has lapsed. For the Museum to terminate the loan or assume title to the object, the Museum must make a good faith effort to contact the lender to officially notify him/her of the termination of the loan.

Such loans will not be considered for termination and their titles transferred to the Museum unless the following requirements have been met: 1) The object has been on indefinite loan and held by the Museum for seven years or more, or 2) The object has been on loan through a contract with a clear termination date but no action has been made by the lender to claim the object once the loan period has expired and the Museum has given notice of the termination of the loan.

6.1.2 Abandoned Property:

Abandoned property is defined as any object held by the Museum for a period of seven years or more for which there is no formal paperwork, and for which the owners have made no effort to contact the Museum. Such objects shall become the property of the Museum if a good faith effort is made by the Museum to notify the owners of its intent to claim ownership and no reply is received.

6.1.3 Notice Requirements:

Notice of termination of loan or abandonment of property requires the Museum to do the following:

- Send a notice by certified mail (return receipt requested) to the last known owner at the most recent address on record
- If the address on file is not current, publish a notice in a newspaper in the area of the owner's most recent address
- If the Museum receives no written proof of receipt of notice within 30 days of the date mailed OR there is no current address on record, publish a notice, at least once each week for two consecutive weeks, in a newspaper of general circulation in both the county in which the Museum is located and the county of the last known address of the owner if available. This notice shall contain a description of the object, the name and last known address of the owner, a

request that anyone knowing the whereabouts of the owner provide written notice to the Museum, and a statement that if written assertion of title is not presented by the owner to the Museum within three years from the publication date of the second notice, the object shall be considered abandoned or donated and shall become the property of the Museum.

6.2 Found in Collections

The Museum possesses objects with insufficient documentation to determine if they are or should be part of the permanent collection. Objects that are “Found in the Collection” (FIC) differ from abandoned property and unclaimed loans in that no record of past or current ownership exists.

Documentation of all attempts to contact the original owner will be maintained permanently in the accession file, as will copies of all public notices and/or subsequent paperwork relating to it.

6.2.1 Care and Documentation:

While in the Museum’s possession, FIC objects will be cared for in the same manner as artifacts in the collections, but will be stored separately as much as possible to avoid or limit any confusion between formally processed artifacts and FIC’s. Such objects will be described, labeled and tracked by the Registrar.

6.2.2 Assuming Ownership:

Should the Museum wish to retain ownership of an FIC object, it will be accessioned into the collection following current accessioning procedures, though such objects must be designated as “Found in Collection”. The Museum recognizes the possibility that the object may be claimed by the rightful owner at a later date and shall return the object upon presentation of adequate proof of ownership. The Museum’s legal counsel may be consulted for advice in such cases.

6.2.3 Disposal:

Should the Museum decide to dispose of an FIC object after all reasonable attempts to identify its owner have failed, it recognizes the risks involved, such as subsequent claims by rightful owners and the inability to sell with a guarantee of legal title.

FIC objects will be evaluated, recommended for removal, and disposed of following current deaccessioning procedures. These objects may be donated to another institution; such action is less likely to have repercussions for the Museum should the rightful owner make a claim. If FIC objects are to be sold, they must be done so with a statement expressly not warranting legal title. The Museum’s legal counsel may be consulted in any of these cases.

7. Care and Maintenance of the Collections

7.1 CARE AND MAINTENANCE OF THE COLLECTIONS

7.1.1 Permanent Collection:

All permanent collection artifacts will be housed in climate controlled storage areas when not on exhibition. Such areas currently include the Registrar's and Curators' offices, Permanent Storage, Visual Storage, the Main Vault, and the South Vault. Permanent collection artifacts will only be handled with gloves by trained staff, interns, and volunteers, protected according to professional standards, and fully and properly documented according to the Collections Procedures Manual.

7.1.2 UER Collection:

All UER artifacts will be afforded the highest level of care consistent with their status and use. Such artifacts may be housed in climate controlled areas while not in use, but are allowed to be stored and exhibited in non-climate controlled areas (e.g. Jens Dixen House). Such artifacts will be handled with care to maintain their long-term usefulness. UER artifacts will be fully and properly accessioned and documented according to the Collections Procedures Manual.

7.1.3 Conservation and Reproductions:

As the Museum does not employ a trained Conservator, collections staff will only provide preventative conservation, such as proper mounts for support of fragile artifacts, and will not attempt in-depth cleaning or repairs. The Museum will consult or contract with a trained conservator for these services.

Creating reproductions of artifacts may be considered. In some cases, an artifact may be in particularly fragile condition and, to share its history and information with the public, a reproduction may be appropriate. Photocopies or scanned copies of photos or archival material will be permitted if the material is not copyrighted. Collections staff will make such copies to ensure proper handling of artifacts.

The Museum is obligated to ensure to the best of its ability that images of collections objects and reproductions of photographs and documents are used in an appropriate manner and in accordance with federal regulations and international treaties regarding copyright and intellectual property laws.

7.1.4 Pest Management and Environmental Conditions:

Collections staff monitor insect traps placed throughout the Museum and Bedstemors House. These traps will be monitored monthly when pest activity is normal and more frequently if problems are suspected or confirmed. The identity and quantity of the pests found on or in the traps will be recorded on Excel spreadsheets and retained permanently.

Collections staff also monitor the temperature and relative humidity levels throughout the Museum, Bedstemors House, and at the Genealogy Center. HOBO dataloggers

take readings every 30 minutes and are downloaded monthly. Any problems that arise with the HVAC system will be reported to the service provider.

7.2 COLLECTIONS AREA SECURITY, ACCESS, AND RESTRICTIONS

At all times, the doors to collections storage areas and offices will remain locked, and curatorial offices will be locked when artifacts are present and staff are not. Only curatorial staff, the Executive Director, and the Facilities and Grounds Manager will have keys to collections storage areas and offices. All other staff, interns, board members, and volunteers will gain access through one of these staff members. All contract employees will gain access through one of these staff members and, if necessary, will be supervised while inside the secured area.

Visitors and/or researchers who have scheduled appointments with one of these staff members will be supervised at all times while in the collections areas.

Members of the Museum at the “Contributing” level can gain access to the Museum’s collections database via PastPerfect Online. Sensitive or confidential information will not be uploaded to PastPerfect Online and will not be accessible online.

All collections staff, interns, and volunteers will be trained properly in the procedures and functions of the Collections Department and become familiar with all necessary policies. Volunteers will be supervised while working with or handling artifacts.

Board members, staff, and volunteers are prohibited from borrowing or using collections for personal purposes. The only exception would be for an object in the education collection and the intended user obtains permission from curatorial staff.

7.3 MUSEUM-WIDE PRESERVATION EFFORTS

One of the easiest ways to protect the Museum’s collections is to make sure that as many risk factors are removed as possible. These include the following:

- No smoking anywhere in the building.
- No food or drink allowed throughout exhibition or collections spaces. Food and drink should remain in the kitchen, conference room, and in some staff offices (only drinks with screw-on lids are allowed in the Collections Department offices).
- No pets or animals of any kind will be allowed in the building, with the exception of licensed service animals.
- No handling of artifacts at any time without prior approval by and supervision of collections staff, and none without gloves.
- No live plants in the building except for the front foyer, the kitchen, and the conference room. This includes potted plants and fresh flowers, with and without vases of water.
- No flash photography without specific prior authorization by the collections staff.

Board members, staff, or volunteers observing infringements or transgressions of the above required behavioral standards are requested to address such in a direct and timely manner.

7.4 RECORD KEEPING AND INVENTORIES

It is important to create and maintain complete and accurate collections records, particularly information on donors, artifact histories, and status of the physical condition of each artifact in the collections. Principal responsibility for creating and maintaining artifact records lies with the Registrar. The primary records currently maintained by the collections staff are listed and described in the Collections Procedures Manual.

No artifact will be relocated except by the Curator of Collections or by individuals who have been preauthorized by the Curator of Collections to do so.

Complete inventories should be conducted, at minimum, every ten years. Spot inventories will be conducted as needed, determined by the Curator of Collections.

7.5 INSURING COLLECTIONS

The Museum maintains a fine art insurance policy through Huntington T. Block for its permanent, UER, and Genealogy Center collections, as well as for those artifacts on loan or in the custody of the Museum. All Museum-owned artifacts are covered while on the premises of the Museum, in transit, and while in the custody of the borrower. All artifacts loaned to the Museum will be covered while on the premises of the Museum and in transit.

8. Review of the Collections Management Policy

Regular review of the Museum's Collections Management Policy (CMP) is required to maintain currency, relevance, and usefulness. All revisions will be guided by current AAM guidelines and professional museum standards.

The CMP will be reviewed every two years in advance of the October meeting of the Museum's Board of Directors. Such review will be conducted by the Curator of Collections. The Curator will advise the Executive Director and the Chair of the Collections Committee when a formal review of the CMP is recommended.

Review and revision of the CMP is a collaborative effort of the Curator of Collections, other designated staff, the Executive Director, and the Board's Collections Committee. Specific protocol for drafting revisions to the CMP will be agreed to at the time of review. The Collections Committee will review and approve draft revisions and will recommend them to the Museum's full Board of Directors for ratification.

All content and substantive format revisions of the CMP require approval and formal ratification by the Museum's Board of Directors. Addenda are not considered part of the formal CMP and do not require Board ratification for revisions.

History of Revisions of the Collections Management Policy:

*Original policy, October 13, 1984

*Revisions: October 1998
June 2005
June 2011
October 2011
October 2013
February 2015
June 2016

9. Addenda

(Revised February 2015)

ADDENDUM A: Glossary of Terms

Accessioning: The formal process of creating an immediate, brief, and permanent record of a gift lot that was received from the same source at the same time; assigning a permanent, unique identification number to the donation; and establishing that the museum has clear legal title to an artifact or artifacts.

Accessioning Checklist: Listing of all accepted donations and the permanent numbers assigned to them. Dates for any reminders sent out are kept on this list, as are notes signaling when a donation has been completed and cataloged fully in PastPerfect.

Accession Files: Files which contain all information pertaining to a donation. This includes copies of Deeds of Gift, thank you letters, Temporary Artifact Receipts, and any documentation supporting this donation. Also in these files are printed copies of the catalog records and condition reports for all artifacts within the donation.

Accessioning Ledger: A brief, handwritten version in book form of the Accessioning Checklist, containing the same information except for dates that reminders were mailed.

Acquisition: The administrative process of identifying, evaluating, negotiating for, and taking custody of an artifact or artifacts.

Appraisal: A valuation of property by the estimate of an authorized person or company.

Artifact: Three-dimensional object that has been made and/or used by human beings.

Artifact Receipt List: Listing of all donations, organized by year. It includes the Temporary Artifact Receipt number, donor name, a brief list of what artifacts are being offered, and the physical locations for those artifacts within the museum.

Cataloging: Creating a detailed record about each individual artifact from a donation including detailed descriptions, measurements, and maker and user information. The Museum of Danish America catalogs its collections with PastPerfect 4.0.

Collection: Group of artifacts that a museum holds and preserves on behalf of the public; artifacts in museum collections should relate to the museum's mission.

Conservation: Planned management and care of a collection to prevent deterioration, exploitation, destruction, or neglect.

Deaccessioning: The process of formally removing an artifact from a museum's collections and relinquishing control and title of that artifact.

Deed of Gift: The form that signals acceptance of an artifact by a museum and legally transfers ownership.

Inventory: The process of verifying locations of accessioned and loaned artifacts on a scheduled basis.

Iowa Code Chapter 305B: Law governing museum property by which all museums in Iowa must abide.

Loans: Temporary transfers of physical custody of artifacts between organizations, institutions, or individuals and a museum, and not involving change in ownership.

Museum: The American Alliance of Museums defines a museum as an organization and permanent non-profit institution, essentially educational or aesthetic in purpose, with professional staff, which owns and utilizes tangible objects, cares for them, and exhibits them to the public on some regular basis.

PastPerfect: Software system used by the Collections and Development Departments. It maintains records of our artifact collection as well as our membership and financial donors.

Permanent Collection: The collected, accessioned, and cataloged artifacts for which the Museum of Danish America has clear title. These are acquired and preserved because of their value as examples of the Danish immigrant experience and their support of the Museum's Mission Statement. These artifacts require high standards of care and preservation, and should have strong provenance.

Preservation: The act of safeguarding an artifact from any further changes than those which it has already undergone.

Provenance: An artifact's background and history of ownership. Museums generally require strong provenance to accession artifacts into their collections in order to make sure that artifacts were collected and obtained legally and ethically, and to be able to exhibit them in a more educational and informative manner.

Return of Artifact Receipt: Receipt that the donor signs after the museum declines his/her offer of an artifact. At the Museum of Danish America, this is done after the initial review process by the Collections Review Committee.

Temporary Artifact Receipt: A signed, legal document temporarily placing an artifact under the care and supervision of a museum for the purpose of considering it for acquisition, not involving change in ownership. This form assigns a temporary tracking number to the donation.

Transfer of Artifact Form: Form signed when an artifact is transferred, or in other words donated, to another institution. This is done after an artifact has been offered to and declined by the museum and the donor does not want it back, or after it has been deaccessioned and recommended for transfer.

Utility, Education, Research/Reference (UER) Collection: The collected, accessioned, and cataloged artifacts for which the Museum of Danish America has clear title. These artifacts are designated for hands-on use in educational and public programs. These artifacts are not subject to the same preservation standards as the permanent collection, and can have weaker provenance.

Witness of Artifact Destruction Form: The form that is signed when an artifact is discarded/destroyed. It is signed by the person conducting the action and by a witness. This is done either after an artifact has been offered to and declined by the museum and the donor does not want it back, or after it has been deaccessioned and has been recommended for discarding/destroying.

ADDENDUM B: Examples of Current Forms Used by the Collections Department



**museum of
danish america**

For Museum Use Only:

Receipt #: _____
Date Received: _____
P.P. Contact #: _____
Manner of Delivery: _____
Received By: _____

TEMPORARY ARTIFACT RECEIPT

Donor: _____ Home # _____

Address: _____ Work # _____

City: _____ Fax # _____

State: _____ Zip Code: _____ Email: _____

Artifact(s) being offered (*count and brief identification*):

If the Museum determines something is not appropriate for the Museum's permanent collection or for education/reference purposes, the Museum should proceed in the following manner:

_____ Arrange with Donor for the return of the artifact(s). (Donor may be responsible for shipping costs.)

_____ Transfer or otherwise dispose of the artifact(s) as the Museum determines appropriate.

The following conditions apply to artifacts temporarily receipted by the Museum:

- 1) Artifacts listed on this form are the legal property of the Donor and are hereby offered for donation to the Museum.
- 2) This Temporary Artifact Receipt does not transfer ownership of the artifact(s) listed hereon, nor does it imply acceptance into the Museum's collections. It is a Receipt for artifact(s) temporarily located in but not owned by the Museum.
- 3) Neither the Museum nor its agents or employees are liable to any extent for any artifact(s) left with the Museum for any purpose other than donation offer.
- 4) Any artifact(s) accepted by the Museum for its collections will be issued a Deed of Gift to be signed by the Donor. If the Deed has not been signed after 90 days of the artifact(s) being accepted, or within 90 days no request is made by the Donor for return of the artifact(s), then all artifacts listed thereon will become the complete and undisputed property of the Museum.
- 5) As to artifacts that are not accepted for the Museum's collections, donors will be so notified. If after 90 days said artifacts are not retrieved by the Donor, they shall be considered the complete and undisputed property of the Museum. (This is the only point at which a donated artifact may be returned directly to the Donor.)
- 6) The Museum is not financially responsible for the return delivery of artifacts to the Donor.

Donor Signature: _____ **Date:** _____

Museum Representative Signature: _____ Date: _____

Is anyone in the family on the Museum's Wall of Honor? Yes _____ No _____
(If yes, please provide their names.) _____

In order for us to determine how these artifacts may be appropriate for our collections, please answer the following questions. Leave blank those you are unable to answer or that do not pertain to your offer. If you need more space, please attach additional pages.

1) Questions pertaining to manufacture:

Is it hand made or manufactured?

Who made it (individual/group/company)? When/Where was it made?

2) Questions pertaining to ownership history:

Who was the first known owner?

Please share any known dates for birth, marriage, death, etc.

Where did the owner come from? What date did he/she arrive? Did he/she travel by ship, train, car, etc.?

Where did he/she settle? Do you know the address?

What was his/her occupation (both before and after immigration if applicable)?

How/When/Where did he/she acquire the artifact(s)?

Who were subsequent owners?

3) Questions pertaining to use:

What is/was it called?

How was it used?

Where was it used?

Who used it (i.e. owner, children, employee)?

4) Is there any additional information known about the artifact or the person/entity associated with it? Is further family history available?

5) Please describe any known repair work, modifications, or restorations:

6) What is the relationship of you, the Donor, to the original owner?

For Museum Use Only:

<u>Action Taken</u>	<u>Date</u>	<u>Initials</u>	<u>Collection Status</u>	
Accepted All	_____	_____	Permanent Collection	_____
Accepted Part	_____	_____	Education/Reference	_____
Returned	_____	_____		
Filed/Discarded	_____	_____		
Transferred	_____	_____	(Recipient: _____)	

(Revised 12/2014)



**museum of
danish america**

For Museum Use Only:

Accession # _____

Date Sent _____

DEED OF GIFT

Name: _____ Home # _____

Address: _____ Cell # _____

City: _____ Other # _____

State: _____ Zip Code: _____ Email: _____

Description of Artifact(s):

This Deed of Gift represents an agreement between Museum of Danish America and the Donor(s) named hereon. Any variation in the terms and conditions noted hereon must be submitted in writing to the Registrar, Executive Director, or other appropriate representative of the Museum for approval.

The Donor received no goods or services in consideration of this gift.

I/We certify that I/we have read and agree to the "Terms and Conditions for Artifact Donations" found on the reverse of this form, and that the artifacts being offered are my/our personal property not otherwise secured to a third party. I/We do hereby irrevocably and unconditionally give and transfer to the Museum all rights, title, and interests, including all copyright, trademark, and related property interests, if any and when owned by me/us, in and to the described property.

Donor: _____ Date: _____

This Gift is Given in Memory of: _____

For Museum Use Only:

Accepted for the Museum of Danish America by:

Name: _____ Date: _____

Title: _____

MUSEUM OF DANISH AMERICA
TERMS AND CONDITIONS FOR ARTIFACT DONATIONS

1. All donations to the Museum will be outright, unconditional, and irrevocable gifts to the Museum of Danish America (hereafter referred to as the Museum), and will become the complete and total property of the Museum at the time of the Donor's signature on the Deed of Gift.
2. Donations may be tax deductible. However, the Museum will provide no appraisal of the gift. It is the responsibility of the Donor to obtain this.
3. If the Deed of Gift has not been signed by the Donor after 90 days of notification of its acceptance for the Museum's collections, the artifacts listed on the Deed will become the property of the Museum, according to the terms stated on this document and on the Temporary Artifact Receipt (previously signed by the Donor), without any liability accruing to the Museum or its agents or employees.
4. Because interests and objectives change and subsequent acquisitions may be in better condition or more useful for the Museum's purposes, no guarantee can be made that the artifacts on the face of this agreement will always remain under ownership of the Museum or in the collection designated herein. If removed from the Museum's collections at any point, these artifacts will not be returned to the original Donor, but will be handled according to the current Collections Management Policy. The Museum is not required to notify the original Donor of an artifact's removal from the collections.
5. The goal of preserving our collections, limited gallery space, and the policy of changing exhibitions do not allow the Museum to permanently exhibit any artifact.
6. There are two types of collections currently maintained by the Museum of Danish America:
 - A. **Permanent Collection.** 3D artifacts and original documents, photographs, and library materials are accepted for the permanent collection with long-term preservation as the primary focus. These contribute strongly to the Museum's mission, and have strong documentation. They may be used for exhibition, research, and the further documentation of other parts of the collection. Artifacts with this designation are stored in a climate-controlled environment and in areas where light levels are regulated, and handling is restricted.
 - B. **Use/Education/Reference Collection.** 3D artifacts, documents, photographs, and library materials may also be accepted for educational use. These artifacts may be used as general reference material for the public, serve to illustrate talks and demonstrations, or provide visitors and program participants with "hands on" knowledge (meaning the artifact may be touched). Such artifacts might be used in exhibition situations where the environment and/or security of artifacts might threaten their long term preservation. Environmental conditions, light levels, and handling are not restricted.
7. The Donor freely consents and grants the Museum of Danish America, its assignees, licensees, and successors, the right to record his/her name, contact information, and documentary information and images relating to donated artifacts. The Donor also consents and grants the aforementioned parties the right to use, adapt, publish, print, broadcast, transmit, and distribute worldwide, in whole or in part, in any and all languages, in any and all media and formats now known or hereinafter devised, and the right to sublicense the publication, exhibition, broadcast, transmission, distribution, and translation rights now and in the future, with the exception of private contact information.

The Donor's signature also constitutes free consent and permission to use his/her name and biography, and information and images relating to donated artifacts, including but not limited to use on the Museum of Danish America's internet web site, exhibitions, promotional brochures, broadcasts, and transmissions. He/She expressly releases the Museum from any and all claims arising out of the use of his/her name and biography, and documentary information and images relating to donated artifacts including but not limited to claims of invasion of privacy, defamation, and infringement of the right of publicity.

(Copies of the current Collections Management Policy of the Museum of Danish America are available upon request.)

Revised 12/2014



**museum of
danish america**

DEACCESSIONING FORM

Action Initiated By: _____

Title: _____

Date Initiated: _____

Object IDs/Descriptions:

**Approved
by CRC:**

**Approved
by Board:**

Deaccessioning Criteria (check all that apply; list object IDs where appropriate):

_____ Outside the scope of the Museum's Mission and its Collections Management Policy

_____ Beyond the capability of the Museum to preserve properly / deteriorated beyond repair or usefulness

_____ Duplicate / redundant

_____ Insufficient / unverifiable documentation

_____ More appropriate for another institution

_____ Other (please specify):

Methods of Disposal (list object IDs where appropriate):

_____ Transfer from one collection to another (from permanent to UER, or vice versa)

_____ Transfer to another institution

_____ Discard

_____ Public sales such as auction, eBay, or professional dealer

_____ Other (please specify):

Deaccessioning recommendations approved by the Collections Review Committee are noted hereon and authorized by:

Name: _____ Date: _____

Deaccessioning recommendations approved by the Board of Directors are noted hereon, and authorized by:

Board President: _____ Date: _____

Revised 12/2014

**MUSEUM OF DANISH AMERICA
INCOMING LOAN TERMS AND CONDITIONS**

- 1) The Museum of Danish America (hereafter referred to as the Museum) will give loaned artifacts the same handling /care provided to its own collections, and will exercise such precautions as are now in force, or may hereafter be put in force, for the safekeeping and preservation of the property of the Museum. No alteration, restoration, or repair will be made without prior written authorization by the Lender.
- 2) The Lender certifies that the artifacts lent are in such condition as to withstand ordinary strains of exhibition, packing, transportation, and handling. The Museum may request a written report from the Lender of the condition of artifacts prior to shipment. Condition reports will be made at the Museum upon their arrival and before departure. The Lender will be notified immediately of any concerns and/or changes.
- 3) Artifacts will be insured by a fine art insurance policy provided by the Museum, subject to the following standard exclusions: wear and tear, gradual deterioration, moths, vermin, or inherent vice; loss/damage sustained due to repairing, restoration or retouching process; hostile or warlike action, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation, or radioactive contamination. Insurance, which must reflect current market value, will be placed in the amount specified by the Lender herein and agreed upon by the Museum. If the Lender fails to indicate an amount, the Museum will not be responsible for insurance coverage. It is the responsibility of the Lender to notify the Museum in writing if an increase in value is necessary during the period of the loan. In the event of loss or damage, the amount payable by this insurance is the sole recovery available to the Lender through the Museum's policy terms, hereby releasing the Museum, its officers, agents, and employees from liability for any and all claims arising out of such loss or damage.
- 4) If the Lender elects to maintain his/her/their own insurance coverage, the Museum must be supplied with a certificate of insurance naming the Museum as an "additional insured" or waiving rights of subrogation. Such notification must be provided prior to shipping. If the Lender fails to provide said certificate, this failure shall constitute a waiver of insurance by the Lender, releasing and holding harmless the Museum from any liability for damage to or loss of the loaned property. The Museum shall not be responsible for any error of deficiency in information furnished to the Lender's insurer or for any lapses in coverage.
- 5) Unless the Museum is notified in writing to the contrary, it is understood that all artifacts loaned hereunder may be photographed for inclusion in Museum records, for educational purposes, and for other Museum publications or publicity which is disseminated to the public using various media. Whether individual labels are provided for artifacts on display is at the discretion of the Museum.
- 6) Unless arrangements to extend the loan are made by the Museum and agreed to by the Lender, the artifacts loaned to the Museum shall remain in its possession for the time specified on the face of this loan agreement, which includes a reasonable period to allow for de-installation of the exhibit and the return transportation of the artifacts.
- 7) Unless otherwise notified in writing, the Museum will return the artifacts only to the Lender. In case of a change of legal ownership during the period of the loan, the new owner will be required to establish his/her/their legal title by proof satisfactory to the Museum.
- 8) At the conclusion of the loan period, a Receipt of Returned Loan must be signed by the Lender/Owner, his/her/their duly authorized agent, or legal representative at the time of the return. If this Receipt is not signed and returned 30 days after shipping, the Museum will not be responsible for any damages or loss reported thereafter.
- 9) If the Museum's efforts to return artifacts within a reasonable period following the termination of the loan are unsuccessful, the artifacts will be maintained at the Lender's risk and expense for a maximum of one (1) year after the intended loan termination date. If, after one (1) year, the artifacts have not been reclaimed, then, and in consideration for their storage and safeguarding costs during such period, the Lender shall be deemed to have made it a complete and unrestricted donation to the Museum.
- 10) Artifacts may be withdrawn from exhibition by the Museum at any time prior to the termination of this loan agreement. On reasonable notice by the Museum, they shall be returned to the Lender thereupon.

This agreement shall be construed in accordance with Chapter 305B Code of Iowa (Notice of Intent to Terminate Loan Acquiring Title to Loaned Property).

I have read and agree to the above terms and conditions, and certify that I am the owner or the agent of the owner authorized to agree thereto.

Signed: _____ Date: _____
() owner () authorized Agent

Approved for the Museum of Danish America by: _____ Title: _____ Date: _____

Revised 10/2013

**MUSEUM OF DANISH AMERICA
OUTGOING LOAN TERMS AND CONDITIONS**

1) It is understood that artifacts listed on this contract shall remain in the condition in which they are loaned by the Museum of Danish America (hereafter referred to as the Museum). Upon receipt and prior to return of the artifacts, the Borrower must make a written record of condition. Loaned artifacts shall not be cleaned, repaired, restored, or altered in any way whatsoever except with prior written permission of the Museum. Artifacts must be maintained in a building equipped to reasonably protect artifacts from fire or flood damage; under 24-hour physical and/or electronic security; and protected from extreme temperatures and humidity, excessive light, and from insects, vermin, dirt, or other environmental hazards. Artifacts must be handled only by experienced personnel with gloves and be secured from damage and theft by display cases, railings, or other appropriate means. ***Light, temperature, and humidity levels will be monitored to prevent fading and related damages, particularly for paper and textile artifacts.**

2) Artifacts will remain in the custody of the Borrower until the end of the loan term or until time to ship them back to the Museum unless another arrangement has been made with the Museum in writing. Return arrangements will be agreed upon at the beginning of the loan term. Artifacts will remain the responsibility of the Borrower from the beginning of the loan term until its conclusion, which will be the arrival of the artifacts at the Museum.

3) Damages or loss in transit or on the Borrower's premises, regardless of who may be responsible, shall be reported to the Museum's Registrar within two (2) business days after the damage or loss is discovered, followed by a full written report, including photographs, within ten (10) business days.

4) Artifacts shall be insured during the period of this loan for the value stated on this agreement under an insurance policy provided by the Borrower and to the following standard exclusions: wear and tear, gradual deterioration, moths, vermin, or inherent vice; loss/damage sustained due to repairing, restoration or retouching process and resulting depreciation in value, not to exceed original insured value; hostile or warlike action, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation, or radioactive contamination.

In the event of damages or loss, the Borrower's maximum liability will be based upon the agreed value as herein stated. Insurance values may be reviewed periodically, and the Museum reserves the right to increase coverage.

If the insurance is to be carried by the Museum, with premiums billed to the Borrower, this agreement will act as proof of, or as a certificate of, insurance coverage subject to the above listed standard exclusions. If the Borrower is to carry insurance, the Borrower hereby warrants that the required coverage as described above will be secured and maintained and the Museum will be named as an "additional insured." The Museum may request documentary evidence of coverage in the form of a certificate of insurance. In any event, the Borrower will take full financial responsibility in case of damages or loss.

5) Packing and transportation shall be approved in advance by the Museum. Unpacking and repacking must be done by experienced personnel under competent supervision. Repacking must be done with the same or similar materials, and by the same methods under which the artifacts were received. Any additional instructions provided by the Museum must be followed by the Borrower.

6) Unless otherwise noted, packing, transportation, customs insurance, and other loan related costs shall be borne by the Borrower.

7) No reproductions are permitted by the Borrower except photographic copies for catalog and publicity uses related to the stated purpose of this loan. All publications of photographs of artifacts in this loan will bear a credit line to read as follows: "On loan from the Museum of Danish America, Elk Horn, Iowa."

8) The artifacts listed hereon may not be lent to a third party without the advance written approval of the Museum.

9) The Borrower agrees to use the loan only for the purposes stated on this Contract.

10) Artifacts borrowed must be returned in a condition satisfactory to the Museum by the established termination date. Any extension of the loan period must be approved in writing by the Museum's Registrar or his/her designee at least 30 days in advance of the Contract termination date. It must also be covered by an equal extension of insurance coverage. The Museum reserves the right to recall artifacts from loan on short notice, if necessary. Furthermore, the Museum reserves the right to cancel this loan for good cause at any time, and will make every effort to give reasonable notice thereof.

11) In the event of any conflict between this agreement and any contracts, forms, certificates, or the like provided by the Borrower, the terms of this agreement shall take precedence.

This agreement shall be construed in accordance with Chapter 305B Code of Iowa (Notice of Intent to Preserve an Interest in Property-Requirements-Form-Disclosure).

Revised 10/2013

ADDENDA C: Museum Property Act—Iowa Code 2003, Chapter 305B

305B.1 Short Title: This chapter may be cited as the “Museum Property Act.”

305B.2 Definitions: As used in this chapter, unless the context requires otherwise: 1. “*Claimant*” means a person who files a notice of intent to preserve an interest in property on loan to a museum as provided in section 305B.8. 2. “*Claimant's address*” means the most recent address as shown on a notice of intent to preserve an interest in property on loan to a museum, or notice of change of address, which notice is on file with the museum. 3. “*Lender*” means a person whose name appears on the records of the museum as the person legally entitled to property held or owing by the museum. 4. “*Lender's address*” means the most recent address as shown on the museum's records pertaining to the property on loan from the lender. 5. “*Loan*” means a deposit of property not accompanied by a transfer of title to the property. 6. “*Museum*” means an institution located in Iowa operated by a nonprofit corporation or a public agency, primarily for educational, scientific, historic preservation, or aesthetic purposes, which owns, borrows, cares for, exhibits, studies, archives, or catalogs property. “*Museum*” includes, but is not limited to, historical societies, historic sites or landmarks, parks, monuments, and libraries. 7. “*Property*” means a tangible object, animate or inanimate, under a museum's care which has intrinsic historic, artistic, scientific, or cultural value. 8. “*Undocumented property*” means property in the possession of a museum for which the museum cannot determine by reference to the museum's records of the property's owner.

305B.3 Basic notice requirement: 1. *Contents.* In addition to any other information prescribed for a particular notice, all notices given pursuant to this chapter shall contain the following information: *a.* Lender's name, or claimant's name, as appropriate. *b.* Lender's last known address, or claimant's last known address, as appropriate. *c.* Brief description of the property on loan. *d.* Date of the loan, if known. *e.* Name of the museum. *f.* Name, address, and telephone number of the appropriate person or office to be contacted regarding the property. 2. *Mailed notice.* All notices given by a museum pursuant to this chapter shall be mailed to the lender's, and any claimant's, last known address by restricted certified mail, as defined in section 618.15. Notice is deemed given if the museum receives proof of receipt within thirty days of mailing the notice. 3. *Published notice.* If the museum does not know the identity of the lender, or does not have an address for the lender, or if proof of receipt is not received by the museum within thirty days of mailing a notice under subsection 2, notice is deemed given if the museum publishes notice at least once a week for three consecutive weeks in a newspaper of general circulation in both of the following: *a.* The county in which the museum is located. *b.* The county of the lender's or claimant's address, if any.

305B.4 Conservation or disposal of loaned property: 1. Unless there is a written loan agreement to the contrary, a museum may apply conservation measures to or dispose of property on loan to the museum without the lender's or claimant's permission, or formal notice, if immediate action is required to protect the property on loan or other property in the custody of the museum or if the property on loan is a hazard to the health and safety of the public or the museum staff and if any of the following apply: *a.* The museum is unable to reach the lender or claimant at the lender's or claimant's last known address or phone number if action is to be taken within more than three days but less than one week from the time the museum determined action was necessary. *b.* The museum is unable to reach the lender or claimant at the lender's or claimant's last known phone number prior to taking action if the action is to be taken within three days or less from the time the museum determined action was necessary. *c.* The lender or claimant does not respond or will not agree to the protective measures the museum recommends, yet is unwilling or unable to terminate the loan and retrieve the property. 2. If a

museum applies conservation measures to or disposes of property under this section, or with the agreement of the lender and claimants unless the agreement provides otherwise, the museum: *a.* Has a lien on the property and on the proceeds of any disposition of the property for the costs incurred by the museum. *b.* Is not liable for injury to or loss of the property if the museum: (1) Had a reasonable belief at the time the action was taken that the action was necessary to protect the property on loan or other property in the custody of the museum or that the property on loan was a hazard to the health and safety of the public or the museum staff. (2) Exercised reasonable care in the choice and application of conservation measures.

305B.5 Notice of injury or loss: A museum shall give a lender or claimant prompt notice of any known injury to or loss of property on loan. The department of cultural affairs shall adopt by rule a form for notice of injury or loss, no later than January 1, 1989, and shall distribute the rule and form to all identified museums in Iowa within sixty days after adoption of the rule. The notice shall be mailed to the lender's or claimant's last known address in event of injury or loss of property on loan to the museum. Published notice of injury or loss of undocumented property shall not be required.

305B.6 Notice of intent to terminate loan -- acquiring title to loaned property: 1. A museum may acquire title to loaned property pursuant to this section. A museum may give notice of termination of a loan of property at any time if either of the following apply: *a.* The property was loaned to the museum for an indefinite term. *b.* The property was loaned to the museum for a specified term, and that term has expired. 2. If the lender or claimant does not respond to the notice of termination provided under subsection 1 within one year by filing a notice of intent to preserve an interest in property on loan, the museum acquires title to the property. 3. A notice of intent to terminate a loan must include a statement containing substantially the following information: "The records of (name of museum) indicate that you have property on loan to it. The institution wishes to terminate the loan. You must contact the institution, establish your ownership of the property pursuant to section 305B.8, and make arrangements to collect the property. If you fail to do so promptly, you will be considered to have donated the property to the institution."

305B.7 Acquiring title to undocumented property: 1. A museum may acquire title to undocumented property held by a museum for seven years or longer with no valid claim or written contact by any person, all verifiable through the museum's written records, by giving notice of acquisition of title to undocumented property. 2. If a lender or claimant does not respond to the notice provided in subsection 1 within three years by filing a notice of intent to retain an interest in property on loan, the museum's title to the property becomes uncontestable under section 305B.9. 3. A notice of acquisition of title must include a statement containing substantially the following information: "The records of (name of museum) fail to indicate the owner of record of certain property in its possession. The museum intends to acquire title to the below described property: (general description of the property). If you claim ownership or other legal interest in this property you must contact the institution, establish your ownership of the property pursuant to section 305B.8, and make arrangements to collect the property. If you fail to do so promptly, you will be considered to have waived any claim you may have had to the property."

305B.8 Notice of intent to preserve an interest in property -- requirements -- form -- disclosure: 1. A notice of intent to preserve an interest in property on loan to a museum filed pursuant to this chapter shall be in writing and contain all of the following information: *a.* A description of the property adequate to enable the museum to identify the property. *b.* Documentation sufficient to establish the claimant as owner of the property. *c.* A statement attesting to the truth, to the best of the signer's

knowledge, of all information included in or with the notice. *d.* The signature, under penalty of perjury, of the claimant or a person authorized to act on behalf of the claimant. 2. The museum need not retain a notice which does not meet the requirements set forth in subsection 1. If, however, the museum does not intend to retain a notice for this reason, the museum shall promptly notify the claimant at the address given on the notice that the museum believes the notice is ineffective to preserve an interest, and the reasons for the insufficiency. The fact that a museum retains a notice under section 305B.12 does not mean that the museum accepts the sufficiency or accuracy of the notice or that the notice is effective to preserve an interest in property on loan to the museum. 3. The department of cultural affairs shall adopt by rule a form for notice of intent to preserve an interest in property on loan to a museum. The form shall satisfy the requirements of subsection 1 and shall notify the claimant of the rights and procedures to preserve an interest in museum property. The form shall also facilitate recordkeeping and record retrieval by a museum. At a minimum the form shall provide a place for recording evidence of receipt of a notice by a museum, including the date of receipt, signature of the person receiving the notice, and the date on which a copy of the receipt is returned to the claimant.

305B.9 Limitations on actions against museums: 1. An action shall not be brought against a museum for damages because of injury to or loss of property loaned to the museum more than three years from the date the museum gives the lender or claimant notice of the injury or loss or ten years from the date of the injury or loss, whichever occurs earlier. 2. An action shall not be brought against a museum to recover property on loan more than one year from the date the museum gives the lender or claimant notice of its intent to terminate the loan or notice of acquisition of title to undocumented property. 3. An action shall not be brought against a museum to recover property on loan more than seven years from the date of the last written contact between the lender or claimant and the museum as evidenced by the museum's records. 4. A lender or claimant is considered to have donated loaned property to the museum if the lender fails to file an action to recover the property on loan to the museum within the periods specified in subsections 1 through 3. 5. A person who purchases property from a museum acquires good title to the property if the museum represents that it has acquired title to the property pursuant to subsection 4. 6. Notwithstanding subsections 3 and 4, a lender or claimant who was not given notice as provided in this chapter that the museum intended to terminate a loan, as provided in section 305B.6, and who proves that the museum received an adequate notice of intent to preserve an interest in loaned property, which satisfies all of the requirements of section 305B.8, within the seven years immediately preceding the filing of an action to recover the property, may recover the property or, if the property has been disposed of, the reasonable value of the property at the time it was disposed of plus interest at the legal rate. 7. A museum is not liable at any time, in the absence of a court order, for returning property to the original lender, even if a claimant other than the lender has filed a notice of intent to preserve an interest in property. If persons claim competing interests in property in the possession of a museum, the burden is upon the claimants to prove their interest in an action in equity initiated by a claimant. A museum is not liable at any time for returning property to an uncontested claimant who produced reasonable proof of ownership pursuant to section 305B.8.

305B.10 Museum obligations: In order to take title pursuant to this chapter a museum has the following obligations to a lender or claimant: 1. The museum shall retain all written records regarding the property for at least three years from the date of taking title pursuant to this chapter. 2. The museum shall keep written records on all loaned property acquired pursuant to section 305B.6. Records shall contain the following information: *a.* Lender's name, address, and phone number. *b.* Claimant's name, address, and phone number. *c.* The nature and terms of the loan. *d.* The beginning date of the loan period, if known. 3. A museum accepting a loan of property on or after January 1, 1989, shall inform the lender in writing at the time of the loan of the provisions of this chapter. A copy of the form

notice prescribed in section 305B.8, or a citation to this chapter, is adequate for this purpose. 4. The museum is responsible for notifying a lender or claimant of the museum's change of address or dissolution.

305B.11 Required museum recordkeeping: On or after January 1, 1989, a museum shall at minimum maintain and retain the following records, either originals or accurate copies, for a period of not less than twenty-five years: 1. A notice of intent to preserve an interest in property. 2. The loan agreement, if any, and a receipt or ledger for property on loan. 3. A receipt or ledger for property delivered to an owner or claimant. 4. Records containing the following information, as available, for property in the museum's possession: *a.* Lender's name, address, and phone number. *b.* Claimant's name, address, and phone number. *c.* Donor's name, address, and phone number. *d.* Seller's name, address, and phone number. *e.* The nature and terms of the transaction (loan for specified term, loan for unspecified term, donation, purchase, etc.). *f.* The beginning date of the loan period or transaction date. The department of cultural affairs may by rule determine the minimum form and substance of recordkeeping by museums with regard to museum property to implement this chapter.

305B.12 Lender obligations to museum: 1. The lender or claimant of property on loan to a museum shall notify the museum of a change of address or change in ownership of the property. Failure to notify the museum of these changes may result in the lender's or claimant's loss of rights in the property. 2. The lender or claimant of property on loan to a museum may file with the museum a notice of intent to preserve an interest in the property as provided for in section 305B.8. The filing of a notice of intent to preserve an interest in property on loan to a museum does not validate or make enforceable any claim which would be extinguished under the terms of a written agreement, or which would otherwise be invalid or unenforceable.

305B.13 Retroactive applicability: 1. Sections 305B.1 through 305B.8 are retroactively applicable to all property in the possession of a museum within the state on or after January 1, 1988. 2. Section 305B.9 is effective July 1, 1989, and when effective is retroactively applicable to all property in the possession of the museum before July 1, 1989, and is prospectively applicable to all property in the possession of the museum on or after July 1, 1989, for which a claim is filed on or after July 1, 1989.

ADDENDUM D: Financial Accounting Standards Board, Statement of Financial Accounting Standards No. 116, Section 11: Accounting for Contributions Received and Contributions Made

Contributed Collection Items:

11. An entity need not recognize contributions of works of art, historical treasures, and similar assets if the donated items are added to collections that meet all of the following conditions:

- a. Are held for public exhibition, education, or research in furtherance of public service rather than financial gain
- b. Are protected, kept unencumbered, cared for, and preserved
- c. Are subject to an organizational policy that requires the proceeds from sales of collection items to be used to acquire other items for collections.

**Addendum E: Collection Development Guidelines for the Museum of Danish America
Genealogy Center – 4 October 2002; revised 15 January 2003; 21 January 2009;
19 June 2013**

The mission of the Genealogy Center of the Museum of Danish America is to facilitate the study of the Danish experience in North America by identifying, collecting, and preserving information on Danish immigrants to the U.S. and Canada, their ancestral lines and descendants, and the institutions and organizations with which they affiliated; making this information readily accessible to interested parties; and providing instruction and information on genealogical techniques and resources to persons interested in researching their Danish ancestry.

Formats to be collected include: books and print compilations, microforms, audio-visual and digital compilations and databases, newspaper clippings (photocopied), magazines & newsletters, and a limited amount of ephemera.

Linkage to and collaboration with the Museum's object collection is implicit, keeping in mind the overall Museum collection guidelines where emphasis is placed on materials that are associated with or shed light on objects in the collections; provenance; and condition. Collaboration with other institutions collecting information on Danish-Americans, especially the Danish American Archive and Library located in Blair, Nebraska, is expected and desirable.

The GC collection consists of the library, vertical files (VF), online and digitized databases and indexes, and Special Collections, for ephemera and collections of materials pertaining to a given family, location or subject that are not suitable for inclusion in the library and VF collections.

Types of materials to be collected (with the exception of general reference materials, emphasis or content is assumed to be substantially Danish-American or Danish-Canadian):

- Up-to-date general genealogical reference materials (US and DK)
- Family histories & genealogical compilations and supporting documents in any format
- Source materials that place or assist in placing individuals or families in time and place, both before and after emi/immigration, such as:
 - Telephone directories
 - City/county directories
 - County, town or regional histories
 - Maps, gazetteers and plat books
 - Cemetery compilations
 - Vital record compilations
 - Military service or pension records or indexes
 - Passenger list & naturalization records or indexes
 - Federal, state, and local censuses and tax lists
 - Church records
 - Church directories
 - Church histories

- Obituary collections
- Organizational directories and indexes (e.g. Danish Brotherhood in America membership records)
- Newspaper abstracts
- Genealogical and historical periodicals and indexes to same
- Biographies, biographical sketches, and biographical compilations of immigrants and important Danish historical figures
- Published memoirs and compilations of immigrant letters
- Photographs and personal documents (originals will normally first be considered for inclusion in the Museum artifact collection; if not accepted they will become part of the GC vertical file or Special Collections.
- Yearbooks or directories of Danish-American educational institutions
- Materials in English or Danish that provide information on or illustrate Danish history, places, historical personages, social conditions and institutions. Except for standard or significant reference works (e.g. *Krak Danmark*) or local or regional histories, preference will be given to Danish-language works that are substantially pictorial in nature.
- Works on the Danish immigrant experience and the context in which it took place.
- Wall of Honor data files
- In areas with a heavy concentration of Danish immigrants (i.e. Racine and Luck, Wisconsin; Tyler and Askov, Minnesota; Chicago, Illinois; or Brush, Colorado) or the 4-county (Audubon, Cass, Pottawattamie & Shelby) area in Iowa, materials such as:
 - High school yearbooks
 - Land ownership maps
 - Local history files
- Materials that are not strictly genealogical in nature but which have bearing on the Danish immigrant experience or activities of Danish-Americans [and the broader historical, sociological and intellectual climate in the U.S.], such as:
 - Specialized or technical manuals, guidebooks or other forms of information used by immigrants
 - Danish-language newspapers (*Bien, Den Danske Pioneer, Skandinaviens Stjerne*)
 - Historical and present-day newsletters and periodicals published by Danish-American clubs, organizations & institutions
 - Fiction, drama, and poetry by Danish-American writers that reflects the immigrant experience
 - Dictionaries
 - Cookbooks (all editions, in Danish or English)
- Materials pertaining to the Danish experience during World War II, including the resistance movement and the rescue of the Danish Jews.

A representative sampling of the following material will be collected:

- Danish-language books with only literary significance

- Fiction, drama, and poetry by Danish-American writers (except for works reflecting the immigrant experience)
- Non-fiction of a non-biographical nature by Danish-American writers
- Danish children's books
- Hymnals and song-books
- Business, and institutional record books
- Information on contemporary Denmark

Materials that will not be collected include the following:

- Materials on non-Scandinavian immigrant communities in US
- General historical periodicals
- Recorded or sheet music
- Danish Bibles and hymnals without family information or significant historical value
- Donations of books or materials that do not fit the above guidelines

Duplicate copies of some materials will be retained, depending upon rarity, relevance, and usage.

Acquisitions Procedure:

Materials for the collection are primarily acquired through donations, transfers from the Collections Department, augmented by purchase, exchange, or other means within the overall acquisition guidelines of the Museum of Danish America.

Donors are encouraged to consult with the GC manager about the suitability of the materials they wish to donate. Provisional acceptance of material does not mean that it will be added to the GC collection.

When accepted for consideration, donations should be accompanied by an itemized and signed GC donor receipt giving the GC permission to add or make an otherwise appropriate disposition of the donated materials.

The GC cannot estimate the dollar value of materials donated nor accept the responsibility of notifying donors of possible future deaccessions.

Deaccessioning Procedure:

Materials in the GC collection may be withdrawn from the collection for the following reasons:

- Content is outdated or superseded
- Item is an unwanted duplicate copy
- Item is in poor physical condition and can be replaced by a better copy
- Material no longer fits current GC collection guidelines

Deaccessioned materials will be removed from the PastPerfect database and marked as 'deaccessioned' when removed. A reasonable attempt will be made to find an appropriate home for deaccessioned materials.

This Collection Development Policy will be revisited pending eventual clarification of the relationship of the GC to peer institutions.

**ADDENDUM F: Code of Ethics, Museum of Danish America – Approved by Board of Directors
June 2015**

ADDENDUM G: Code of Ethics for Museums, American Alliance of Museums – Adopted 1991, updated 2000

Introduction

Ethical codes evolve in response to changing conditions, values, and ideas. A professional code of ethics must, therefore, be periodically updated. It must also rest upon widely shared values. Although the operating environment of museums grows more complex each year, the root value for museums, the tie that connects all of us together despite our diversity, is the commitment to serving people, both present and future generations. This value guided the creation of and remains the most fundamental principle in the following *Code of Ethics for Museums*.

Code of Ethics for Museums

Museums make their unique contribution to the public by collecting, preserving, and interpreting the things of this world. Historically, they have owned and used natural objects, living and nonliving, and all manner of human artifacts to advance knowledge and nourish the human spirit. Today, the range of their special interests reflects the scope of human vision. Their missions include collecting and preserving, as well as exhibiting and educating with materials not only owned but also borrowed and fabricated for these ends. Their numbers include both governmental and private museums of anthropology, art history and natural history, aquariums, arboreta, art centers, botanical gardens, children's museums, historic sites, nature centers, planetariums, science and technology centers, and zoos. The museum universe in the United States includes both collecting and non-collecting institutions. Although diverse in their missions, they have in common their nonprofit form of organization and a commitment of service to the public. Their collections and/or the objects they borrow or fabricate are the basis for research, exhibits, and programs that invite public participation.

Taken as a whole, museum collections and exhibition materials represent the world's natural and cultural common wealth. As stewards of that wealth, museums are compelled to advance an understanding of all natural forms and of the human experience. It is incumbent on museums to be resources for humankind and in all their activities to foster an informed appreciation of the rich and diverse world we have inherited. It is also incumbent upon them to preserve that inheritance for posterity.

Museums in the United States are grounded in the tradition of public service. They are organized as public trusts, holding their collections and information as a benefit for those they were established to serve. Members of their governing authority, employees, and volunteers are committed to the interests of these beneficiaries. The law provides the basic framework for museum operations. As nonprofit institutions, museums comply with applicable local, state, and federal laws and international conventions, as well as with the specific legal standards governing trust responsibilities. This *Code of Ethics for Museums* takes that compliance as given. But legal standards are a minimum. Museums and those responsible for them must do more than avoid legal liability; they must take affirmative steps to maintain their integrity so as to warrant public confidence. They must act not only legally but also ethically. This *Code of*

Ethics for Museums, therefore, outlines ethical standards that frequently exceed legal minimums.

Loyalty to the mission of the museum and to the public it serves is the essence of museum work, whether volunteer or paid. Where conflicts of interest arise — actual, potential, or perceived — the duty of loyalty must never be compromised. No individual may use his or her position in a museum for personal gain or to benefit another at the expense of the museum, its mission, its reputation, and the society it serves.

For museums, public service is paramount. To affirm that ethic and to elaborate its application to their governance, collections, and programs, the American Alliance of Museums promulgates this *Code of Ethics for Museums*. In subscribing to this code, museums assume responsibility for the actions of members of their governing authority, employees, and volunteers in the performance of museum-related duties. Museums, thereby, affirm their chartered purpose, ensure the prudent application of their resources, enhance their effectiveness, and maintain public confidence. This collective endeavor strengthens museum work and the contributions of museums to society — present and future.

Governance

Museum governance in its various forms is a public trust responsible for the institution's service to society. The governing authority protects and enhances the museum's collections and programs and its physical, human, and financial resources. It ensures that all these resources support the museum's mission, respond to the pluralism of society, and respect the diversity of the natural and cultural common wealth.

Thus, the governing authority ensures that:

- all those who work for or on behalf of a museum understand and support its mission and public trust responsibilities
- its members understand and fulfill their trusteeship and act corporately, not as individuals
- the museum's collections and programs and its physical, human, and financial resources are protected, maintained, and developed in support of the museum's mission
- it is responsive to and represents the interests of society
- it maintains the relationship with staff in which shared roles are recognized and separate responsibilities respected
- working relationships among trustees, employees, and volunteers are based on equity and mutual respect
- professional standards and practices inform and guide museum operations
- policies are articulated and prudent oversight is practiced
- governance promotes the public good rather than individual financial gain.

Collections

The distinctive character of museum ethics derives from the ownership, care, and use of objects, specimens, and living collections representing the world's natural and cultural common

wealth. This stewardship of collections entails the highest public trust and carries with it the presumption of rightful ownership, permanence, care, documentation, accessibility, and responsible disposal.

Thus, the museum ensures that:

- collections in its custody support its mission and public trust responsibilities
- collections in its custody are lawfully held, protected, secure, unencumbered, cared for, and preserved
- collections in its custody are accounted for and documented
- access to the collections and related information is permitted and regulated
- acquisition, disposal, and loan activities are conducted in a manner that respects the protection and preservation of natural and cultural resources and discourages illicit trade in such materials
- acquisition, disposal, and loan activities conform to its mission and public trust responsibilities
- disposal of collections through sale, trade, or research activities is solely for the advancement of the museum's mission. Proceeds from the sale of nonliving collections are to be used consistent with the established standards of the museum's discipline, but in no event shall they be used for anything other than acquisition or direct care of collections.
- the unique and special nature of human remains and funerary and sacred objects is recognized as the basis of all decisions concerning such collections
- collections-related activities promote the public good rather than individual financial gain
- competing claims of ownership that may be asserted in connection with objects in its custody should be handled openly, seriously, responsively and with respect for the dignity of all parties involved.

Programs

Museums serve society by advancing an understanding and appreciation of the natural and cultural common wealth through exhibitions, research, scholarship, publications, and educational activities. These programs further the museum's mission and are responsive to the concerns, interests, and needs of society.

Thus, the museum ensures that:

- programs support its mission and public trust responsibilities
- programs are founded on scholarship and marked by intellectual integrity
- programs are accessible and encourage participation of the widest possible audience consistent with its mission and resources
- programs respect pluralistic values, traditions, and concerns
- revenue-producing activities and activities that involve relationships with external entities are compatible with the museum's mission and support its public trust responsibilities
- programs promote the public good rather than individual financial gain.

Promulgation

This *Code of Ethics for Museums* was adopted by the Board of Directors of the American Alliance of Museums on November 12, 1993. The AAM Board of Directors recommends that each nonprofit museum member of the American Alliance of Museums adopt and promulgate its separate code of ethics, applying the *Code of Ethics for Museums* to its own institutional setting.

A Committee on Ethics, nominated by the president of the AAM and confirmed by the Board of Directors, will be charged with two responsibilities:

- establishing programs of information, education, and assistance to guide museums in developing their own codes of ethics reviewing the *Code of Ethics for Museums* and periodically recommending refinements and revisions to the Board of Directors.