MATIONAL GUARD

National Guard Memorial Museum Collections Management Policy 2017

I. Overview

The National Guard Association of the United States ("NGAUS" or "the Association") is the parent organization of the National Guard Educational Foundation ("NGEF" or "the Foundation"). In turn, NGEF is the parent organization of the National Guard Memorial Museum (NGMM or the "Museum"). The NGMM oversees and maintains the artifact collection at One Massachusetts Ave, NW, Washington DC. 20001. This policy is designed to provide general guidelines for the Museum's permanent collection, objects on loan, objects in temporary custody, and the proper procedures for handling museum objects as well as proper operating procedures in accordance with current American Alliance of Museums ("AAM") guidance.

Scope of collections statement:

The Museum, in order to properly and respectfully tell the story of the National Guard of the United States seeks to collect personal affects, uniforms, documents, photographs, and other memorabilia that directly pertain to the history of State militia or National Guard units, their soldiers and airmen, and the Citizen Soldier heritage of the United States.

- 1. Through this, the Museum will serve as the only national organization for collecting and maintaining National Guard artifacts and archival materials.
- 2. The Museum will display the rich history and accomplishments of National Guardsmen.
- 3. Develop educational programs, materials, and symposia to educate the National Guard community and the public at large about the National Guard.

The Museum includes the 5,600 square foot exhibit space, Medal of Honor gallery, various exhibits throughout the National Guard Memorial, and collections storage rooms. The collection comprises over 2,000 artifacts dating from the mid-18th Century to the present. These include uniforms, weapons, documents, photographs, artwork, flags and personal affects.

Authority and Responsibility for Collections

The possession and use of collections impose legal and ethical responsibilities to provide proper management, preservation, and use. The ultimate responsibility for the collection rests with the Board of Directors of the National Guard Educational Foundation, the Museum parent organization. Collectively, these bodies (NGEF's Board and the Museum staff) must assure that personnel, facilities, equipment and support are reasonably allocated to meet the Museum's ongoing needs. The Museum staff must assure that prudent collections management policies are established, implemented and monitored.

The Governing Authority (either Museum or the NGEF Board of Directors) will be notified by the Museum director of accessioning/deaccessioning determinations and decisions during quarterly Board of Director Meetings. Such notification is mandatory but may be omitted based on actual accessioning or deaccessioning in the applicable time period. (In other words, if any accessioning or deaccessioning takes place, the Board will be notified by the Director during the quarterly Board meetings. If no accessioning or deaccessioning takes place during the quarter, no reference need be made.)

NGEF's Deputy Director, in their capacity as the Museum Director, is responsible for establishing and maintaining current professional standards in collections care and assuring compliance with applicable laws and regulations. The Director may delegate to staff members the responsibility to implement established policies and carry out the direct management and care of collections. Outside Contractors shall not have unsupervised access to collections or artifacts. The Director is responsible for ensuring that the methods of tracking artifact life-cycles are accurate and up to date. All standard procedures will comport with those described in the <u>Museum Registration Methods</u>, 5th <u>Edition</u>, Rebecca A. Buck and Jean Allman Gilmore, eds. Washington, D.C.: The AAM Press, 2010.

Ethics

The Museum recognizes that it is responsible for the care and protection of objects held in trust for the general public. As such, the Museum has the fiduciary responsibility to see that the collections in its custody are lawfully held, protected, preserved, insured, and displayed according to the highest museum standards established by the American Association of Museums ("AAM").

All staff members are expected to be familiar with the Code of Ethics adopted by AAM and the American Association for State and Local History ("AASLH"). NGEF is a member of both organizations and their codes are easily accessible by website.

- a. Ethical management of artifacts and outreach are the priority of both NGEF and the Museum.
- b. Conflict of Interest
 - i. Staff many NOT collect during their time of employment, any material that could be deemed in fact or appearance, a conflict with the interests of the Museum and its acquisition programs.
 - ii. Conflict: Exists if the collecting activities of a staff member rival the acquisition goals of the Museum. This includes the acquisition by a staff member for a personal collection, any authentic material that relates to one or more of the collecting areas and is a type and quality that would make it a potential interest to the Museum. For purposes of ethics, this rule applies to non-paid staff such as volunteers and interns.
 - iii. If items are placed for sale that are of interest to both the Museum and the staff member, the Museum will be given the first opportunity to buy the item.

See also: Institutional Code of Ethics available on shared drive.

Use and Access

The Museum holds artifacts in storage and on exhibit for the benefit of the viewing public and the many researchers who frequent our facility. Due to limited space and resources, many items in the collection are maintained out of view and in an environmentally controlled series of artifact rooms. The following guidelines must be followed in order to allow visitors and researchers use of and access to our artifact collections:

- 1. An appointment with the Museum Director is highly encouraged but not mandatory. In all cases, the Director must be notified of the visit.
- 2. No changes to exhibits or storage locations, methods, or conditions are permissible without Director notice and approval.
- 3. Items #1 and #2 are both under the provision that: Visitors are not allowed in non-public areas without being accompanied by full-time staff (currently consisting of the Director and the Archivist/Museum Specialist).

Acquisition

Acquisition is the act of gaining legal title to a collection item or group of items. Accessioning is the formal process used to legally acquire and record a collection item or group of items into the museum's collection. Authority to acquire material for the collection resides entirely with the Museum Director. Consultation with the Board of Directors, the Director of the Foundation, and Museum staff is highly encouraged but, because responsibility and duty of care lies with the Museum Director, so does authority to acquire material. The National Guard Association of the United States ("NGAUS") Finance Director holds financial limits for additional authorization requirements based on expenditure. As mentioned in the introduction, NGAUS is the parent organization of the NGEF and has a symbiotic, loosely held, dynamic relationship.

Acquisition criteria will include but are not limited to:

- 1. Relevance.
- 2. Ability to provide storage, documentation, exhibition, interpretation, protection, and preservation according to industry standards.
- 3. Material is suited to remain in the collection so long as 1. & 2. are met.
- 4. When able, provide provenance.
- 5. Legal ramifications must be considered to the best of the knowledge of the Director accepting the material. For example: Copyright, clear title, local, state, or federal law. Consider Native American Grave Protection and Repatriation Act and other related statues.
- 6. No restricted gifts.
- 7. Staff are not qualified to appraise items but are willing to suggest professional appraisers.
- 8. IAW U.S. Tax Reform Act of 1984, donated material must remain in the Museum's possession for two years before sale or trade.
- 9. Collection records are primarily kept in PastPerfect ("the record"), the computer program used as industry standard. Backups may be kept in the staff filing cabinet.
- 10. PastPerfect will be backed up monthly on the common server managed by NTiva, LLC. It is backed up daily by the Museum staff.

Acquisition methods:

- 1. Gifts
 - a. Deed of Gift (see attached.)
- 2. Purchases
 - a. Verify authenticity. Provenance must be determined at time of purchase.
- 3. Exchange
 - a. Exchange of historic collections may only be made with other museums or historical societies. Deed of Gift applies.
- 4. Temporary Custody
 - a. Temporary Custody is to be discouraged. Temporary Custody form (see attached.)
- 5. Commission
 - a. Rarely does the Museum commission the creation of original works of art for exhibit as part of the Museum collection.

Requests for bids and work-for-hire contracts will be written by the Director of the Museum for approval by NGAUS Contract office. Authorizing signatures must include the Director of NGEF and the President of NGAUS for commissions over \$5000.

Accessioning

Accessioning consists of acquiring and registering an object. The final disposition of the artifact is the complete clear transfer of title of ownership from the Donor to the NGMM.

Procedural steps (not limited to):

- 1. Photographic record: All accessioned artifacts will be photographed for the record.
- 2. Collection documentation shall consist of (at least): Acquisition documents, accession records, catalog records, photographs, condition report, conservation, reports, and inventories.
- 3. Materials found in collection will be labeled FIC and assigned a unique accession number.
- 4. The Director will advise the Board of the Museum/NGEF Board of Directors of any accessions made during the relevant quarterly period.

Deaccessioning and Disposal

Deaccessioning is the process used to formally approve and record the removal of a collection item or group of items from the collecting unit's accessioned collections. Disposal is the act of physically removing a collection item or group of items from the collection.

Authority to deaccession material from the Museum collection resides entirely with the Museum Director. Consultation with the Board of Directors, the Director of NGEF, and staff is highly encouraged but, because responsibility and duty of care lies with the Museum Director, so does authority to deaccession material. The Director will advise the Board of the Museum/NGEF Board of Directors of any deaccessions made during the relevant quarterly period. The National Guard Association of the United States ("NGAUS") Finance Director holds financial limits for additional authorization requirements based on expenditure.

- 1. Collection items may be deaccessioned and disposed of only in accordance with established authority and only when consistent with applicable law and professional ethics.
- 2. All applicable federal, state, local and international laws, treaties and regulations and any other applicable restrictions will be observed and documented.
- 3. Deaccessioned items will not be sold to staff members or members of the Board of NGEF or NGAUS.
- 4. In the event that a collection item or group of items no longer fit within the stated educational mission of the organization (as defined by the scope of collections statement), an item will be deaccessioned.
- 5. Material may be transferred to other collections within NGEF and/or NGAUS (for example, to the Library, Archives, public display areas.) A statement justifying the transfer should be written by the Museum Director prior to deaccessioning and included in the record.
- 6. Due to limitations of space, duplicate items will be deaccessioned as often as possible.
- 7. Material inadvertently accessioned twice will be deaccessioned.
- 8. Collections items to be deaccessioned WILL NOT be sold until all other options have been exhausted. If items are to be sold, the proceeds will then be directed into the museum exhibit fund to care and maintain the museum collection.

Preservation

Preservation is the protection and stabilization of collections through a coordinated set of activities aimed at minimizing physical, chemical and biological deterioration and damage, along with preventing the loss of intellectual, aesthetic and monetary value. Preservation is an ongoing process with the goal of making collections available for current and future use.

NGEF shall provide the necessary preservation, protection, and security for all collections held in trust, whether they be accessioned, on loan, or in temporary custody. Any conservation, cleaning, or restoration of collection items must be authorized by the Museum Director, documented, and justified for the purpose of preservation.

The first line of defense is preventative maintenance – environmental controls must reflect that need. Some preservation techniques can be as invasive as the deterioration itself – therefore, all preservation must have some specific justification identified in writing and annotated in Past Perfect. Techniques will, of course, be at the level of the industry standard or higher.

Loans:

A loan is a temporary transfer of possession of collection items for an agreed purpose and on the condition that the collection item is returned at a specific time. Loans do not result in a change of ownership and loaned items are not to be accessioned.

The authority for accepting incoming and outgoing loans will reside with the Museum Director for all loaned collections. All loaned or borrowed items will be covered by insurance as stipulated by an authorized loan agreement between the parties (see attached example.)

- 1. Incoming Loans
 - a. Determination of acceptance of loans is based on the same criteria as the determination of acceptance of title transfer. Relevancy, standard of care, legality, and other logically applicable considerations are all identical.
 - b. If ownership of the loaned item changes during the term of the loan, whether by reason of death, sale, insolvency, gift, or otherwise, the new owner may, prior to the object's return, be required to establish their legal right to receive the material by proof satisfactory to the Museum Director. In addition, the new owner, once legal right is determined, may alter the conditions of the loan so long as a new agreement is reached to the mutual satisfaction of the new owner and Museum Director.
 - c. The Museum Director reserves the right to terminate a loan prior to its expiry.
- 2. Outgoing Loans
 - a. Blanket requirements and authorization are the same as for incoming loans and need not be repeated here.
 - b. Institutions requesting to borrow objects from the NGMM *must* provide detailed information on the subject and location of the exhibition where the borrowed material(s) will be displayed.
 - c. Loans will generally not be approved for extremely fragile objects, frequently used material, or items already on permanent display.
 - d. The outgoing loan agreement will include but is not limited to:
 - i. Care and protection.
 - ii. Agreement to NOT conserve, restore, repair, re-matte, reframe, clean or perform any substantial changes to the material loaned without prior consent from Museum Director.
 - e. Loan period will not typically be longer than 12 months (1 year) but the Museum staff understand the inconvenience of short-term loans and, if asked, will consider longer terms.
 - f. The Museum Director reserves the right to terminate the loan inside of the agreed time, within reason.
 - g. Insurance will transfer to the recipient for the duration of the loan.
 - h. Borrower must pay all costs for transit to and from the Museum.

- i. One month prior to termination of loan, the Museum Director will contact borrower to coordinate the return of the materials.
- 3. Temporary Custody
 - a. Blanket requirements and authorization are the same as for acquisitions and need not be repeated here.
 - b. The Museum Director may accept items in temporary custody while the material is under consideration for acquisition. There is no temporary custody provision for a loan.
 - c. Through the action of depositing material(s) with the Museum staff, the depositor indicates their intention to donate the material(s) listed on the receipt for temporary custody.
 - d. By signing the receipt for temporary custody, the depositor releases the Foundation and the Museum from all liabilities with respect to loss or damage of the material(s) covered by the receipt. The Foundation or the Museum will not insure the items listed.
 - e. If items are left longer than the term of custody, the Museum Director shall make reasonable effort to notify the depositor. If, after six months from end of term of custody, the depositor makes no response, then legal title transfers to the Museum and "acquisition and accession" requirements are triggered and will be observed.
 - f. Items left in temporary custody with the Museum staff may be photographed, exhibited, and reproduced without regard to copyright.
 - g. Unsolicited objects mailed to the Museum will be treated in accordance with temporary custody guidelines for 3 years until owner can be contacted and other arrangements made. Without contact for 3 years, items will revert to Museum ownership and "acquisition and accession" requirements will be triggered and observed. Follow in accordance with DC Unclaimed Property Law DC ST41-101 (https://cfo.dc.gov/service/unclaimed-property, accessed June 15, 2017)

Insurance:

- 2. Insurance coverage
 - a. Insurance is maintained, and administered by the NGAUS Finance Office, <u>hr.finance@ngaus.org</u>, who also maintain the records. Specific valuations and worth are provided by NGEF for correct calculations of coverage. The policy is reviewed annually and is currently valued at \$400,000.
 - b. The policy also covers items loaned to the Museum on extended loan for periods of six months or more. The limit of liability coverage is \$100,000 for each of the following categories:

i. Loaned artifacts on-site at One Massachusetts Ave., NW, WDC 20001

ii. Loaned artifacts at any other location

iii. Loaned artifacts in transit on any one conveyance

iv. Loaned artifacts in any loss or disaster either in case of partial or total loss, salvage charges or expenses, or all combined.

Preservation and Conservation:

A principle central to the creation of an historical collection by a museum is the fiduciary responsibility of the institution to preserve those collections for future generations. Materials, whether in use or in storage, shall be protected from destructive forces such as extreme temperature, humidity, dust, UV light, pests of all types, and otherwise improper handling.

- 1. Storage: The Museum maintains two storage facilities, one main exhibit Museum consisting of several large galleries, and numerous smaller exhibits throughout the National Guard Memorial.
 - a. The primary storage facility is located on the second floor of the National Guard Memorial Library at One Massachusetts Ave., NW, WDC, 20001. Artifacts are maintained in acid-free containers and are assigned both a catalog number and if an accessioned item, an accession number. Climate control is provided by an HVAC system and new monitoring/fires suppression systems installed in 2012 and professionally maintained.
 - b. An auxiliary storage facility ("Aux") is located across the downstairs lobby on the main floor. Because Aux is only equipped with water fire retardant and building environmental controls, only rugged, modern artifacts are stored there along with archival overflow.
- 2. Exhibits: Artifacts on exhibit have the same care and protection as they have when they are in storage.
- 3. Handling: In order to reduce the serious risk of damage during handling the following directions will be observed:
 - a. Collections will be handled only by trained Museum staff.
- 4. Environment:
 - a. The environment in an office building is of special concern.
 - i. Dataloggers (USB) are used in four galleries within the Museum and in both artifact rooms.
 - ii. Dataloggers are checked every two weeks.
 - iii. Data is recorded and evaluated every two weeks.
 - iv. Data is compared with building managers collected data every six months.
 - v. Identified concerns include temperature extremes during off hours when the environmental controls are turned off and humidity levels during seasonal extremes.
 - vi. Current conditions (2013-2015) are consistently within AAM established limits.

- vii. Pest control, lighting control, air pollutants are all maintained and adjusted within AAM established limits by recommendation and building control.
- viii. Conservation: Basic cleaning and maintenance may be performed only by trained staff members. Any more invasive techniques must be professionally contracted. Loaned material must be accompanied by a waiver of liability.

Security:

All storage facilities are secure and dedicated. Access is controlled by key and limited to museum staff. Full-time museum staff members much authorize the access of part-time staff and volunteers.

NGAUS provides NGEF and the Museum with graduated levels of security in the Memorial Building. DataWatch (301.654.3282) is the company that monitors the building 24/7. Datawatch requires and provides "keycards" which are controlled and monitored by the Chief of Staff of NGAUS. The Museum and Library have separate locking doors. The Museum has motion sensors at various locations, CCTV monitored by a secure front desk, and door alarms set and monitored during off business hours. The primary artifact room is located within the Library and has its own, locking door. The auxiliary artifact room has its own locking door accessible only with a building skeleton key maintained by the Museum staff.

Disaster Preparedness Planning:

Please refer to the separate and distinct NGEF Disaster Preparedness Plan. (Current as of 2017.)

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National Guard Educational Foundation 1 Massachusetts Ave NW Washington, DC 20001

Certificate of Gift

For the purpose of furthering the rich heritage of the Army and Air National Guard by the National Guard Educational Foundation, I hereby give to the Foundation the property described below. It is my wish that the Foundation exercise its ownership of said property in a manner which, in the Foundation's judgment, is best suited to augment the resources of the Foundation. It is my intention, by this gift, to convey to the Foundation all of my right, title and interest to such property,

(A) with the exception of any and all rights to copyright in said property, whether or not perfected.

(B) including any and all rights to copyright in said property, whether or not perfected.

It is agreed that the following restrictions on access and/or copying shall apply, for the period indicated in those restrictions, to such portions of said property as may consist of unpublished manuscripts or other unpublished materials.

DATE OF GIFT:

SIGNATURE OF DONOR: _____

Name & Number:

Address:

NATIONAL GUARD EDUCATIONAL FOUNDATION REPRESENTATIVE:

/s/ ACA

Anne C. Armstrong, MA, JD Deputy Director, National Guard Educational Foundation One Massachusetts Ave., NW Washington, DC 20001 202.408.5890 <u>anne.armstrong@ngaus.org</u> www.ngef.org

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DESCRIPTION OF GIFT:

Gift is a donation based on the collective efforts of:

MATIONAL GUARD

Temporary Custody Agreement

National Guard Educational Foundation 1 Massachusetts Ave NW Washington, DC 20001 (202)408-5887

Agreement

The undersigned ("Lender") hereby places the object(s) described herein in custody of the National Guard Educational Foundation for the purposes, and subject to the terms and conditions, set forth.

Purpose:

- [] Examination for possible acquisition
- [] Examination for possible exhibition loan
- [] Research
- [] Other:

Dates of Custody Period:

Lender: Lender Address:

Phone: Email:

Description of Object(s):

Insurance:
[] To be insured by NGEF
[] To be insured by Lender

Photography: will be completed by NGEF on site

Care and Preservation: The National Guard Educational Foundation will exercise the same care with respect to the object(s) on loan as it does with comparable property of its own. It is understood that NGEF will not clean, restore, or otherwise alter the object(s) without the consent of the Lender. Upon receipt the Museum will conduct an initial condition report. Any changes of condition during the term of the custody agreement will be reported to the NGEF staff and the Lender.

Insurance: Unless the Lender expressly elects to maintain his/her own insurance coverage, NGEF will insure object(s) under the Museum's general insurance policy which will cover the object(s) against risks of physical loss or damage from time of release to Museum staff authorized to receive on premises, in the case for delivery by Lender or Lender's agent. If transport is arranged by the Museum, coverage will begin at time of object(s) physical release to Museum staff.

Insurance will be placed in the amount specified by the Lender, which must reflect fair market value. In the event of damage or theft, the owner will be notified within 24 hours by NGEF staff. In the event of the filing of a claim for damage or loss, NGEF's insurance company may ask the Lender to substantiate the insurance valuation. Any arbitration of a claim will be carried out under US Law and in the jurisdiction of the District of Colombia. The Lender agrees that, in the event of loss or damage, recovery, if any, shall be limited to such amount as may be paid by NGEF's insurer, hereby releasing NGEF, its officers, agents, and employees from liability for any and all claims arising out of such loss or damage.

If the lender elects to maintain his/her own insurance, NGEF must be supplied with a certificate of insurance naming the NGEF as an additional insured, or alternatively, waiving subrogation against NGEF. Otherwise the Lender's execution of this temporary custody agreement shall constitute a release of NGEF from any liability in connection with the object(s). NGEF can accept no responsibility for any error or deficiency in information furnished by the Lender to his/her insurers or for lapses in the Lender's own coverage.

Ownership and Change of Ownership: The Lender hereby warrant that he/she has full legal title to object(s) placed on temporary custody, or that he/she is the duly authorized agent of the Owner or Owners of them.

Unless NGEF is notified in writing to the contrary, the object(s) will be returned only to the Lender at the address stated. If the legal ownership of the object(s) should change during the period of the custody agreement, whether by reason of death, sale, insolvency, gift, or otherwise, the new owner shall give NGEF written notice of the change as soon as possible. Prior to the return of the object(s), the new owner will be required to establish his/her legal right to receive the object by proof satisfactory to NGEF. The new owner will be required to pay any difference in the charges for the delivery of the object prior to its return. The new owner shall succeed to Lender's rights and obligation under this agreement, including, but not limited to, the custody period and any insurance obligations.

Custody Period, Extension, and Return: The object(s) in temporary custody may remain in the possession of the Museum for the time specified above, but may be returned to Lender at any time earlier by the Museum. If a time extension is requested by curatorial or administrative staff for long-term research or further examination prior to acquisition, the transaction will be transferred to a formal incoming loan agreement.

If NGEF's efforts to make contact with the Lender within a reasonable period following the expiration of the custody agreement are unsuccessful, and no special arrangements have been made for the return of the object(s), then the object(s) will be deemed abandoned property, and become the property of the museum.

Signature: The Lender acknowledges that he/she has full power to execute this agreement, he/she has read the conditions and he/she agrees to abide by those conditions.

Lender's Signature:

NGEF Representative:

PLEASE SIGN AND RETURN ONE COPY OF THIS AGREEMENT. KEEP A SIGNED COPY FOR YOUR FILES.

Date:

Date: