

## The Trumbull County Historical Society



### **Collections Management Policy** Board Approved October 2021

*“The Trumbull County Historical Society collects, preserves, and interprets the history of Warren and Trumbull County to educate diverse regional communities about the people and events that have shaped its rich history.”*

*Adopted April 2017*

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## **I. Statement of Purpose and Description of Collecting Field**

### **A. Collecting Field**

The Trumbull County Historical Society's (TCHS) Collections encompass the material which relates directly and indirectly to the history of Trumbull County and its inhabitants, as well as the Connecticut Western Reserve. "The State of Connecticut claimed title to the lands between the forty-fifth parallel and the parallel of forty-two degrees two minutes north, and extending from the Western boundary of Pennsylvania one hundred and twenty miles due west" (William G. Baldwin, *Abstract of Title of Lands of Jacob B. Perkins in Original Lots 20 and 21 of Howland Township-Now in the City of Warren*, folio no. 3, No. 355)

Throughout the nineteenth century, Trumbull County was further divided into several other counties, including Geauga, Ashtabula, Portage, Huron, Erie, Lorain, Medina, Cuyahoga, and the northern portion of Mahoning County. The collection encompasses artifacts from all parts of the original Connecticut Western Reserve.

### **B. Purpose of Collecting and Types of Collections**

TCHS preserves materials of the past so that they will be available to future generations. It maintains its collections in perpetuity, to the best of its ability and within its mission. TCHS collects and maintains collections for the following purposes:

1. Permanent collection, with access for exhibition, education, and research, insofar as these functions do not interfere with preservation; and
2. Educational and study collections comprised of materials duplicated in the permanent collections, that are consumable by TCHS's audience (for example, through hands-on activities).

### **C. Scope of Collections**

#### Permanent Collection

TCHS collects materials relating to culture and the economic, social, and political history of Trumbull County from earliest times to the present. To date, there are an estimated 20,000 individual objects in the collection, which include both paper-based and non-paper based materials. Most of these objects are received in small lots from individual donors.

Among the largest objects in the TCHS collection are two buildings on our campus:

1. The John Stark Edwards House, the former residence and property of John Stark Edwards, and also of the Webb and Iddings families. The earliest part of the building dates to 1807.
2. The Morgan House, obtained by TCHS in 2019 and built by Owen and Mary Morgan in 1894. The building was obtained to become the Morgan History Center.

#### Educational Collection

The items in the educational collection are duplicates of items already in the permanent collection, or are able to withstand handling by the public. The Curator of Collections determines what items go into the educational collection. These items are used to teach the history of Trumbull County, they may not fall under the scope of the permanent collection but have educational value.

#### Research Collection

This is an archival collection that is used by researchers in the research room in the Morgan History Center. This collection includes city directories from around the county, research files on particular people and organizations, newspapers, and other books produced that include content relevant to

Trumbull County History. These items are not accessioned into the permanent collection. They can only be accessed by appointment and with supervision from the Curator of Collections.

#### **D. Responsibility for Collections Management Policy**

TCHS has appointed an Internal Affairs Committee of the Board of Trustees (the Board) that is responsible, in cooperation with the Director of TCHS, for determining and implementing policy for the content of the collection, in accordance with the purposes of TCHS. The Internal Affairs Committee will review the Collections Management Policy every five years and will present an updated copy to the Board for approval.

## **II. Acquisitions**

Objects may be added to collections by means of gifts, bequests, purchases, exchanges, or any other transactions by which title to the objects passes to TCHS.

TCHS will collect within the restrictions of the Native American Graves Protection and Repatriation Act.

Donors to TCHS are asked to sign a Deed of Gift form [Appendix A], which will indicate that the donor has full ownership of the item(s) and has complete authority to make the donation, and gives legal rights to the item(s) to TCHS.

In the event that an authorized staff member is not available to accept a donation or a donation is offered that is so large it cannot be assessed whether or not TCHS will keep the entire gift, the donor's information (name, phone number, email address, mailing address) will be collected. They will be informed that the curator will look through the donation, but the items may not be accepted. They will be contacted with the result of the inspection of the donation. When the collection is assessed and the items are deemed appropriate for the collection, a Deed of Gift will be created for the items to be kept by TCHS. One copy of the Receipt goes to the donor and one is kept by TCHS. This form should state who to contact in the event there are items TCHS does not wish to retain and how the return or disposal of such items is to be accomplished. Acquisitions are restricted or unrestricted.

### **A. Unrestricted Acquisitions**

Unless otherwise specified, all donations are considered to be unrestricted.

### **B. Restricted Acquisitions**

TCHS, on a case by case basis, will accept items with restrictions, depending on the nature of the collection and the restrictions. If the donor and TCHS cannot agree on the restrictions, there will not be a gift. The donation cannot be accepted until the restrictions have been approved by the Director and the Internal Affairs Committee. The restriction(s) will be kept on file with the accession records. The Deed of Gift will be signed by the Board President or the Director of TCHS.

#### **1. Unacceptable restrictions**

TCHS will **not** accept donations of collections under these restrictions:

- a. that a whole collection will be kept intact;
- b. that a donation will be exhibited permanently;
- c. that a donation will be kept permanently.

#### **2. Acceptable restrictions**

- a. TCHS may accept donations which require restricted access for a set period of time, to be lifted after such time has expired. (For example, an item cannot be exhibited or used for research for 50 years.)
- b. TCHS may accept donations in which the donor retains all copyrights. Researchers must apply to the donor for permission to use copyrighted materials.

- c. TCHS may accept donations stipulated only for research or educational purposes.
- d. TCHS may accept records which may have restricted access due to their sensitive nature, for example, hospital medical records. Access and usage of such records will be governed by TCHS Policy and any current legislation pertaining to such records.

### **III. Appraisals**

TCHS has been determined to be a publicly supported charity by the Internal Revenue Service under Section 501 (C) (3) of the Internal Revenue Code. Gifts to TCHS are tax deductible, subject to certain limitations and special rules. According to the 1984 Tax Reform Act, a museum/donee is recognized as an interested party and is disqualified from the appraisal process even for objects not intended for donation. Prospective donors will be advised that they are responsible for appraisals to determine the value of the items(s) and should refer to their own attorney or accountant for advice on this matter. TCHS shall not give appraisals of items as a service for members or visitors.

### **IV. Deaccessioning**

#### **A. Reasons for Deaccessioning**

The Board recognizes the occasional need to deaccession materials from the collections. Deaccessioning should occur only when:

1. Collections materials do not reflect the mission of TCHS.
2. TCHS cannot preserve or care for the object properly.
3. The object may be duplicated by a better or more representative example of the same type or class of material.
4. The museum's possession of the item is contrary to federal, state, or local laws

#### **B. Guidelines for Disposal**

The Board recognizes the potentially sensitive nature of the disposal process and directs that the following guidelines be implemented in the disposal of material:

1. Staff will compile list of items to be deaccessioned, and Internal Affairs Committee will vote on items
2. The disposal of all accessioned object(s) must have prior approval by a vote of the Internal Affairs Committee
3. Any restrictions that have accompanied an object at the time of its accession will be honored.
4. No donated object(s) shall be deaccessioned for any reason until two years after the date of its acquisition. (See U.S. Tax Reform Act of 1984 and IRS regulations.)
5. The integrity of topical collections which have been accessioned as a unit should be maintained, insofar as conservation and preservation conditions allow.
6. Loaned objects are deaccessioned as abandoned property upon the approval of the Internal Affairs Committee and legal counsel and following any local, state, or federal legislation governing such actions.
7. In keeping with their primary responsibility for the protection of the TCHS's collections, the Board should not jeopardize the collection by using it as collateral for a loan or otherwise selling or mortgaging any part of the collection in order to secure funds for operations, buildings, or expansion projects. The sale of objects shall follow guidelines established by the American Association of Museums' *Code of Ethics*, which states, "Proceeds from the sale of nonliving collections are to be used consistent with the established standard of the museum's discipline, but in no event shall they be used for anything other than acquisition or direct care of collections."

-Direct care is defined by the American Association of Museums' *Direct Care of Collections March 2019 Update* as "invest in the existing collections by enhancing their life, usefulness or quality and thereby ensuring they will continue to benefit the public".

-This includes archival materials for preservation

-Conservation if the item is of particular importance to the mission

-Digitization materials

-The Internal Affairs Committee, Curator of Collections, and Director will work together to determine the best use of funds for direct care of collections

8. No Director, staff member, volunteers, or members of their immediate families, or agent for Directors or staff shall acquire or personally benefit from objects sold from TCHS's collections.

9. Objects obtained for the collection as a result of the proceeds from the sale of items deaccessioned from other historical societies will bear the names of the original donors.

10. A complete record of deaccessions shall be maintained by TCHS's curatorial department. A Deaccession Worksheet [Appendix C] will be completed with copies on file in the accession books and one in a Deaccession File.

### **C. Methods of Disposal**

1. Donate to another institution

2. Sell item in public auction

3. Destruction when the item is in very poor condition beyond repair

## **V. Incoming Loans**

### **A. Purpose of Incoming Loans**

TCHS may accept loans for the purposes of exhibition, research, and/or duplication of material. Any copyright restrictions and/or rights associated with duplication will be taken into account and placed into the loan files. Restrictions associated with use of duplicated materials by TCHS will also be kept as part of TCHS's records.

### **B. Authorization of Incoming Loans**

The Director, or in the case of the Director, the President, has the authority to designate staff members who may approve Incoming and Outgoing Loans. Permission from the Internal Affairs Committee is needed for approval of loans of historic materials estimated to be valued in excess of \$5,000.

### **C. Incoming Loan Agreement**

1. An Incoming Loan Agreement [Appendix D] will be signed by the lender and an authorized staff member of TCHS. By signing the loan agreement, the lender agrees to all of the conditions stated within the agreement.

2. A copy of the signed agreement shall be provided to the Lender. The original document with any supporting materials shall be kept in the Incoming Loan file by TCHS's curatorial department.

3. The loan agreement will state clearly the duration and purpose of the loan and arrangements for return.

4. TCHS will accept loans for a period of time not to exceed one year unless specified at the time of the agreement. An evaluation of the loan will be made at the end of the specified period, when a renewal of the agreement may be made.

5. TCHS reserves the right to terminate a loan at any time.

6. The Lender may terminate the loan agreement prior to its expiration date provided the Lender notifies TCHS in writing at least thirty days in advance.

7. An object on loan to TCHS will not be loaned to another organization without prior written permission of the owner(s).

#### **D. Care, Preservation, and Return of Incoming Loans**

1. TCHS will follow the same standards of care for a loaned item as for permanent collection items.
2. By signing the Incoming Loan Agreement, the Lender verifies that objects lent are in good condition and able to withstand the ordinary strains of packing, shipping, handling, exhibiting, and/or duplicating if applicable.
3. The Lender will assure that the loaned objects are adequately and securely packed for the type of shipment agreed upon, including any special instructions for unpacking and re-packing. Objects will be returned packed in the same or similar materials as received unless otherwise authorized by the Lender.
4. Condition reports will be completed by TCHS at the times of arrival and return of the loan. The Lender must approve the condition reports as part of the Incoming Loan Agreement. Evidence of damage while in TCHS custody will be promptly reported to the Lender.
5. The Lender agrees to inspect the loaned materials immediately upon receipt of the object(s). Failure to do so forfeits any claim for loss or damage.
6. TCHS will not clean, repair, restore, or otherwise alter the objects without the Lender's written permission.
7. TCHS will release borrowed objects only to the Lender or his/her legal guardian or possessor of power of attorney, unless otherwise notified in writing.
8. TCHS may request Lenders to retrieve their property by written notice. If after making all reasonable efforts and through no fault of its own shall be unable to return the object(s) within sixty days after such notice, then TCHS shall have the right to treat the loaned materials as abandoned property under legislation in effect at the time of the loan.

#### **E. Cost of Shipment for Incoming Loans**

All costs of crating, packing, handling, transporting, and shipping shall be paid by TCHS unless otherwise agreed to in writing by both parties. TCHS will save all reusable packing materials for return shipment.

#### **F. Insurance for Incoming Loans**

TCHS will insure borrowed objects through its insurance carrier subject to policy terms and conditions. Any cancellation or meaningful change in the TCHS insurance policy must be communicated by TCHS to the owner of the object in writing within twenty days of the change. TCHS is not liable for damages due to deterioration inherent to the object(s) themselves. TCHS will notify the Lender of any extreme changes in condition.

#### **G. Reproduction and Credit for Incoming Loans**

1. Unless otherwise notified in writing by the Lender, TCHS may photograph or reproduce by other conventional means the image of borrowed objects for education, publication, and/or publicity purposes.
2. It is understood by the Lender that TCHS prohibits use of cameras by the public in exhibition areas when previously specified.
3. TCHS is not responsible for any claims made by the Lender concerning loaned items. TCHS's acceptance of a loan in no way verifies ownership, provenance, or authenticity.
4. At the Lender's request, all of the borrowed objects exhibited will be credited as the property of the Lender unless otherwise specified.
5. Any loan made to TCHS by an employee or Director of TCHS shall be credited as an anonymous loan.

#### **H. Ownership of Incoming Loans**

1. By signing the Incoming Loan Agreement, the Lender warrants full title as the sole owner or as the legal guardian or possessor of power of attorney for the owner.

2. It is the responsibility of the Lender to give prompt notice to TCHS if there is a change in ownership of the object(s) on loan or if there is a change in the address of the Lender.

## **VII. Outgoing Loans**

### **A. Purpose of Outgoing Loans**

TCHS loans objects for the purpose of research, expanding awareness of community history, enhancing goodwill, and furthering its own educational programming.

### **B. Authorization of Outgoing Loans**

The Director, or in the case of the Director, the President, has the authority to designate staff members who may approve Outgoing Loans. Permission from the Internal Affairs Committee is needed for approval of loans of historic materials estimated to be valued in excess of \$5,000

The object(s) requested for loan must be free of any restrictions in the original Deed of Gift prohibiting a loan.

TCHS will loan objects only to qualified organizations that meet the purposes of loan and the requirements set out in "Care of Collections" (Section IX). TCHS will not loan collection objects to individuals, staff members, or Directors.

### **C. Loan Agreement for Outgoing Loans**

1. An Outgoing Loan Agreement [Appendix D] will be signed by the Borrower and an authorized TCHS staff member. By signing the form, the Borrower agrees to all of the conditions stated on the reverse side of the Agreement.
2. TCHS will provide the Borrower with a copy of the signed Agreement. The original Agreement with any supporting materials will be kept in the TCHS Loan File. Information concerning access, copyright and duplication, or exhibition will be included in the File.
3. The Agreement will state clearly the duration and purpose for the loan. The duration of the loan is at the discretion of the Director. The nature or condition of the object(s) may affect the duration of the loan.
4. TCHS shall not sign an Outgoing Loan Agreement for a period longer than a year. An evaluation of the loan will be made at the end of the period specified in the Agreement. A renewal of the Agreement may be granted at that time.
5. The Borrower may not in turn loan a TCHS object without the prior written agreement of TCHS.
6. TCHS reserves the right to terminate a loan at any time and request its return upon written notice to the borrower or immediately upon violation of the terms of the agreement.
7. The Borrower may also terminate the loan agreement prior to its expiration date by notifying TCHS in writing thirty days in advance. Arrangements for return of the object(s) will be agreed to by both TCHS and the Borrower.

### **D. Care, Preservation, and Return of Outgoing Loans**

1. TCHS will request a facilities report from the Borrower or a personal inspection of the facility by an authorized staff member prior to agreeing to the loan. Unless otherwise specified, the criteria must meet or surpass those standards set by TCHS for its own storage and exhibition of collections.
2. TCHS loans objects that are in good condition and able to withstand the ordinary strains of packing, shipping, handling, and exhibition.

3. A TCHS staff member will fill out a condition report prior to shipment of the object and immediately upon its return. TCHS will promptly notify the Borrower in writing of evidence of damage and/or loss.
4. The Borrower will inspect the loan materials immediately upon arrival. The Borrower will immediately notify TCHS of any deviation in the condition of the material from that noted on the condition report.
5. The Borrower will not alter in any way or allow alteration to the original state of the object(s) including, but not limited to, cleaning, repair, or restoration, without prior written approval of the Director.
6. The Borrower may not mount a TCHS object with tape, glue, pins, staples, wires, or material that will alter in any way the original state of the object. The Borrower must consult TCHS for mounting instructions if not specified in the Agreement.
7. All loaned object(s) shall be kept in a secure area with minimum access and locked up at all times for the duration of the loan. All object(s) on display must be in secured, locked cases unless specified to the contrary in the Loan Agreement. The Borrower must have some type of 24-hour security.
8. Methods of returning the object(s) on loan shall be agreed upon by both TCHS and the Borrower.

### **E. Cost of Shipment for Outgoing Loans**

All costs of crating, packing, handling, transporting, and shipping shall be paid by the Borrower unless otherwise agreed to in writing by TCHS and the Borrower. The Borrower will save all reusable packing materials for return shipment.

### **F. Insurance for Outgoing Loans**

An organization requesting a loan from TCHS collections must submit a Certificate of Insurance, listing the objects on loan and naming the Trumbull County Historical Society as a *certificate holder* and an *additional insured*, prior to receiving the loan. The borrowing organization will pay for the insurance which will be a type that is suitable to TCHS.

### **G. Reproduction and Credit for Outgoing Loans**

1. Object(s) on loan from TCHS may not be individually photographed, filmed, televised, or reproduced without the prior written consent of TCHS, with the exception of general views of an exhibition taken for educational use or publicity. In case TCHS agrees in writing to photographic reproduction of the loaned object(s), the Borrower will credit TCHS as the owner. The general public may not photograph the TCHS object(s). Copyright restrictions may apply. Photographs of the object(s) may not be offered for sale by the Borrower without written permission from TCHS.
2. All TCHS objects will be clearly labeled while on exhibit with the approved TCHS credit line and with the accession or catalogue number of the object.

### **H. Ownership of Outgoing Loans**

TCHS warrants full title as the sole owner of the object(s) listed on the Agreement or that it has prior agreement from the owner(s) to lend it.

## **VIII. Objects Left in the Temporary Custody of the Museum**

### **A. Reasons for Temporary Custody**

Objects may be left temporarily in the custody of TCHS for reasons of attribution, examination, identification, or determination of potential acquisition, loan, or duplication.

Action on the status of the objects should be initiated within six weeks of the deposit date.

### **B. Conditions of Temporary Custody**

1. TCHS will exercise the same care of objects placed in temporary custody as with its own comparable property, unless otherwise agreed to in writing by the depositor.
2. When TCHS accepts an object into temporary custody, it does not necessarily verify the provenance, ownership, authenticity, or valuation attached by the owner to the object.
3. TCHS may photograph or reproduce the image of objects left in its custody, unless otherwise indicated in writing by the depositor.
4. TCHS will not clean, restore, or alter in any way an object left in its custody without the written consent of the depositor.
5. In receiving or surrendering deposits of imported objects, TCHS requires the depositor to comply with all government regulations. If the depositor has knowledge of specific conditions governing the object(s), such as copyright, liens, or other conditions, the depositor must inform TCHS.
6. TCHS may request depositors in writing to retrieve their property. If TCHS after making all reasonable effort and through no fault of its own shall be unable to return the object(s) within sixty days after such notice, and after sending a certified letter stating the need to retrieve the property, then TCHS shall have the right to treat the object(s) in its custody as abandoned property under legislation in effect at the time.
7. The object(s) will be returned only to the depositor, unless TCHS is otherwise directed by the depositor in writing. Any such direction must be accompanied by a copy of the Temporary Custody Receipt, or by a written order of the depositor or the depositor's duly authorized agent, who must submit proof of authority.
8. If the legal ownership of the object(s) shall change during the term of the deposit by reason of death, sale, insolvency, gift, or otherwise, the new owner shall be required to establish legal right to receive the object(s) by proof satisfactory to TCHS.
9. Should any object(s) in custody convert to a gift, that object becomes an outright and unconditional gift, unless TCHS is notified otherwise in writing.

### **C. Insurance for Objects in Temporary Custody**

TCHS will maintain coverage for objects in its temporary custody at 328 Mahoning Avenue under its blanket property insurance as the personal property of others in the care, custody, or control of TCHS. TCHS may acquire specific insurance on the individual objects depending on the situation and discussion with the TCHS insurance agent and carrier.

## **IX. Care of Collections**

### **A. Staff Responsibility for Preservation and Protection of Collections Objects**

It is the responsibility of each staff member of TCHS to know their ethical obligations toward the collections. In signing the Acknowledgment of Receipt of the TCHS Employee Handbook, each staff member affirms that they have read and understood the statement of Professional and Ethical Responsibilities, which requires each staff member to act in a professional manner, to adopt the TCHS mission statement, and to adhere to the American Association of Museums' *Code of Ethics for Museums*. Included in the AAM Code is the statement, "Stewardship of collections entails the highest public trust and carries with it the presumption of rightful ownership, permanence, care, documentation, accessibility, and responsible disposal." Therefore, at all times, staff members are to be aware of their responsibility to preserve and protect collections objects. Staff may not:

1. allow collections out of the custody of TCHS without authority and documentation;
2. compromise the security or preservation of collections through personal acts;
3. undertake collection activities contrary to the TCHS mission or the public trust; or
4. profit individually from any collections-related activity.

**B. Environmental Monitoring**

There is an environmental monitoring device on each floor of the John Stark Edwards House and the Morgan History Center. This device monitors temperature and humidity. These are checked every other week, as well as stored on an application that works with the environmental monitoring devices. The Curator checks the monitors and records data. Light filtering film is used on windows when needed.

**C. TCHS Responsibility for Preservation and Protection of Collections Objects**

It is the responsibility of TCHS to provide reasonable care for objects entrusted to it. In pursuit of this trust, TCHS will provide inventory procedures, security controls, fire and natural disaster hazard protection, and conservation for its collections.

**D. Inventory Procedures**

TCHS will maintain a continuing inventory system. A systematically maintained inventory allows for appropriate decision-making regarding collections use, growth, and storage; provides easier access for research purposes; and is an essential security device.

A written inventory will be kept on file. When an object is removed from storage, the staff member removing the object is responsible for making the appropriate notations on all permanent object records. When an object is temporarily removed from storage or exhibition, an Object Temporarily Removed form [Appendix F] shall be placed in the location from which it was removed, and a notation made on the written inventory.

Any staff member who discovers an object missing from its assigned storage or exhibition area must report the loss to the Director, who will then initiate appropriate measures for retrieval or reporting. An incident form will be created to document the disappearance.

A staff member will assign an incoming artifact with a discreet accession number, affix the number to the artifact using proper techniques, and complete a permanent accession record for the artifact. Descriptions on permanent object records are to be written so that the records may be used for identification in case of loss.

A complete inventory of all collections should be completed every 7 years. Spot inventories are conducted every 2 years to audit the collection.

**E. Security Controls and Fire and Natural Disaster Protection**

TCHS will maintain an intrusion, fire, and smoke monitoring and alerting system, electronically armed at all times when TCHS personnel are not on the premises, and accessible (through hand-held units or the equivalent) when personnel are on site.

Visitors are required to leave bags, or totes of any kind outside collections storage, exhibit, or research areas when appropriate. Visitors (including tradespeople) to collections storage or exhibit areas in either building are to be accompanied by TCHS personnel at all times. Visitors using archival collections are required to register with and to be monitored at all times by a staff member.

At least one staff member or volunteer will monitor the exhibit space at the Morgan History Center at all times. Visitors to the John Stark Edwards House will always be accompanied by a tour guide. Collection materials leaving the site for reasons other than loan (for example, a trip to an off-site copying center) must be approved by the Director.

TCHS will maintain a disaster preparedness plan to cover fire, flood, natural disaster, and theft. Employees will be aware of the disaster preparedness plan and its availability through the TCHS Employee Handbook.

Through the same Handbook, all staff are informed of procedures in cases of emergency or personal injury or illness among staff, volunteers, or visitors. It is the responsibility of the Director to oversee safety evaluations of collections areas, ascertaining that collections do not pose a hazard to visitors, volunteers, or staff.

## **F. Conservation**

TCHS undertakes conservation through planning. In accordance with professional standards as set out in AAM's *Caring for Collections*, TCHS places the greatest priority on improving environmental conditions, including mitigating deterioration from light, temperature and humidity fluctuations, environmental pollution, pests, storage containers, and disaster.

TCHS places its second priority on achieving documentary control over collections, partially outlined in "Inventory Procedures" (Section IX, B1).

Object conservation is undertaken after conservation and curatorial surveys of an entire collection (for example, the painting collection, the textile collection) are completed by qualified consultants. Based upon survey results, a list of conservation priorities within the collection is agreed upon by the Director and the Internal Affairs Committee.

TCHS also is committed to the education of staff members about conservation standards in the museum field. In pursuit of this, TCHS maintains professional memberships and subscriptions, and supports the attendance of staff members at workshops and conferences regarding conservation and collections issues.

## **G. Historic Structures**

TCHS maintains two historic buildings as part of its collection, the John Stark Edwards House, located at 303 Monroe Street, and the Morgan History Center (Morgan House), located at 328 Mahoning Avenue. Both buildings will be accessioned into the TCHS collection and follow all relevant protocols as outlined in this document.

All substantial changes to either structure will be reviewed by the Internal Affairs Committee and approved by the Board of Trustees and, if necessary, by the State Historic Preservation Office. All record of these changes will be filed in the institutional archives. Property maintenance plans for each building will be reviewed by the Internal Affairs Committee and implemented by TCHS staff.

TCHS also owns two rental properties, the Kneeland House, located at 325 Monroe Street, and the Hickman House, located at 305 Monroe Street. Both of these properties are not considered part of the collection. However, all substantial changes to either structure will be reviewed by the Internal Affairs Committee and approved by the Board of Trustees and, if necessary, by the State Historic Preservation Office.

## **X. Collections Records**

### **A. Registration Records**

TCHS will maintain records that document the legal status of an object within TCHS collections or on loan to TCHS, and that object's movement and care while under the control of TCHS. For each object, TCHS will maintain records of:

1. a deed of gift or evidence of legal ownership;
2. a distinct accession number;
3. a description adequate for identification in case of loss;
4. a location code;
5. the known prior history of ownership;
6. the activity of the object within the collection, including its loan, exhibition, conservation, changes in condition, and deaccession.

### **B. Curatorial Records**

TCHS will maintain records on the collections that provide broad knowledge about individual objects, or which establish the object's place and importance within the history of Trumbull County.

### **C. Records Housing**

Donor and accession records prior to 2014 are housed on the small metal filing system on index cards, stored with the Curator of Collections & Research. The donor and accession records after 2014 are housed in a separate filing cabinet with alphabetical file folders, also stored with the Curator of Collections & Research.

All collections that have been entered into CatalogIt also have a digital file where information, including more extensive research, is stored. These files are stored on multiple servers ran by CatalogIt.

## **XI. Access to the Collections**

### **A. Visiting Hours**

TCHS, in operating its house museum, local history galleries, and archival research center, will open to the public in accordance with TCHS's mission to educate and interpret to the largest possible audience. In setting these hours, the greatest convenience of the public will be taken into consideration.

### **B. Availability of Collections Objects for Study**

TCHS collects and preserves objects for the benefit of present and future generations. The collection should be made accessible to the public for study while maintaining the safety of individual objects. TCHS will allow public access to objects not on exhibit consistent with nationally accepted standards of ethical responsibility for museums. The American Association of Museums' *Code of Ethics for Museums* recommends:

*Although the public must have reasonable access to the collections on a nondiscriminatory basis, museums assume as a primary responsibility the safeguarding of their materials and therefore may regulate access to them.*

The public will gain access to TCHS collections in storage through designated staff members. The Director will consider the physical integrity and safety of the object, the educational purpose of the access request, and the TCHS resources available to fulfill the request. The Director will keep the Board informed about public access to the collections as appropriate.

Members of the public examining collection objects on an individual basis will do so in the presence of a TCHS staff member.

### **C. Access to Collections Records**

TCHS maintains records on collections to establish ownership, to maintain physical and intellectual control over the collections, and to preserve and add to the historical knowledge of the community.

Consistent with the public trust, collections records should be made accessible to the public unless considerations with honoring the privacy of donors or the safety of the records themselves preclude the access. The public will gain access to TCHS collections records through TCHS staff. If a question arises, determination of public access to collections records will be made by the Director or, if necessary, by the Internal Affairs Committee.

The Director will keep the Board informed about public access to the collections records as appropriate.

#### **D. Duplication of Collections**

1. TCHS may allow photographic duplication, photocopying, or video duplication of collections documents for a fee under the following conditions:
  - a. the duplication process will not harm the object;
  - b. the purchaser agrees in writing not to reproduce, publish, or exhibit any of the photographs or photocopies obtained from TCHS without the written permission of TCHS;
  - c. the purchaser agrees, in writing, that the purchaser assumes responsibility for compliance with copyright restrictions.
2. TCHS may permit the publication, exhibition, or video presentation of its documentary materials under the following conditions:
  - a. the purchaser agrees, in writing, to credit the TCHS in any written or public document or presentation in which TCHS materials are used;
  - b. the purchaser pays a royalty fee for commercial projects OR completes a written fee waiver request for non-commercial projects, which is approved by TCHS;
  - c. the purchaser agrees, in writing, that the reproduction is for one time only. The purchaser must make a written application for any further use of the material and receive approval from TCHS.
3. Requests for digital format reproductions (i.e. image files) of artifacts and items from TCHS collections must be made in writing and will be considered on a case by case basis. Requests must be approved by a senior collections management staff member.
4. TCHS adheres to and will require researcher acknowledgment of the copyright law of the United States governing photocopies or other reproductions of copyrighted material.
5. Transfer of Copyright Form (Appendix B) is used for above listed requirements

Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions states that the photocopy or reproduction is not to be “used for any purpose other than private study, scholarship, or research.” (Title 17, United States Code) If a user makes a request for or later uses a photocopy or reproduction for purposes in excess of “fair use,” that user may be liable for copyright infringement.

TCHS reserves the right to refuse a copying order if in its judgment fulfillment of the order would involve violation of copyright law.

#### **F. Licensing of Collections Objects**

TCHS may consider and initiate the duplication of collections objects in order to further its goals of education, public relations, and financial development. This may be accomplished in-house or through contract with outside manufacturers. TCHS will control the use of its collections or any images of its collections by the following means:

1. Duplication or replication or licensing of collections objects by outside manufacturers will be done under written contract. Proposals and contracts for licensing will be received by the Director and reviewed by a committee of the President, Director, the Collections & Exhibits Committee (??), and additional appropriate staff members. A contract will address, but not be limited to, the following issues:
  - a. limitation of period of agreement;

- b. conditions of termination of the agreement and conditions of renewal;
  - c. procedures of approval of prototypes and final products;
  - d. limitations of market territory;
  - e. royalties;
  - f. assignment of expenses;
  - g. approval of labeling, advertising, and promotion materials;
  - h. permanent marking of objects as reproductions;
  - i. number of complimentary copies supplied to TCHS;
  - j. return of molds, casts, photographs, plans, or negatives to TCHS at termination of agreement;
  - k. indemnity clause;
  - l. non-assignability of transfer;
  - m. all contracts to be governed under Ohio law.
3. The manufacturer considered for licensing must have a reputation for integrity and be able to demonstrate the ability to create a product of high quality and to market the product effectively.
4. The contract will be reviewed by TCHS legal counsel and approved by the Collections & Exhibits Committee (??).

## **XII. Insurance**

### **A. Purpose of Insurance on the Collections**

Collections are insured so that in the event of damage or loss, TCHS may have the resources to pay for conservation or an approximate replacement. Prevention of loss or damage is the aim of collections management and care; insurance is the last line of defense. All care will be taken according to procedures outlined in this policy about the preservation of borrowed objects, TCHS collections on- and off-site, and all objects in transit.

This policy section covers only the insuring of artifacts owned by or under the control of TCHS. This section does not regard any other types of insurance that TCHS may carry.

### **B. Insurance for Outgoing Loans**

An organization requesting a loan from TCHS collections must submit a Certificate of Insurance, listing the objects on loan and naming the Trumbull County Historical Society as a *certificate holder* and an *additional insured*, prior to receiving the loan. The borrowing organization will pay for the insurance which will be a type suitable to TCHS.

### **C. Insurance for Incoming Loans**

TCHS will insure borrowed objects through its insurance carrier subject to policy terms and conditions. TCHS will pay for the insurance. Any cancellation or meaningful change in the TCHS insurance policy will be conveyed in writing to the loaning institution within twenty days of the change. TCHS is not liable for damages due to deterioration inherent to the object(s) themselves. TCHS will notify the Lender of any extreme changes in condition.

### **D. Insurance for Permanent Loans**

TCHS will insure permanent loans through its insurance carrier if the need ever arises. TCHS will pay for the insurance. TCHS is not liable for damages due to deterioration inherent to the object(s) themselves. TCHS will notify the Lender of any extreme changes in condition

### **E. Insurance for Objects in Temporary Custody**

TCHS will maintain coverage for objects in its temporary custody at 328 Mahoning Ave at the Morgan History Center under its blanket property insurance as the personal property of others in the care, custody,

or control of TCHS. TCHS may acquire specific insurance on the individual objects depending on the situation and discussion with the TCHS insurance agent and carrier.

#### **F. Insurance for Historic Structures**

TCHS will maintain blanket insurance using the special loss form for replacement cost on its historic structures. TCHS will maintain communications with its insurance carrier about historic building elements, such as stained glass windows, that may need to be scheduled separately.

Replacement cost will be determined by periodic review involving the Board President and TCHS Director, the local insurance agent, and the insurance carrier in reliance on a standard appraisal system.

#### **G. Insurance for the Collections**

TCHS will make a good faith effort to maintain insurance on collections objects over \$500 in value with inland marine fine arts coverage with breakage. TCHS will determine the valuation of these collections by the staff and by a professional appraiser.

#### **H. Insurance Records**

The Director will keep records regarding collections insurance.

#### **I. Authority to Approve Deviations from Established Insurance Procedures**

The Director has the authority to approve deviations from established insurance procedures on objects under \$5000 in value. For objects over \$5000 in value, permission from the Collections & Exhibits Committee (??) is needed to deviate from established insurance.

**Trumbull County Historical Society**  
328 Mahoning Ave. | Warren, Ohio 44483  
330.394.4653 (t) | sarah@trumbullcountyhistory.org  
www.trumbullcountyhistory.org

**DEED OF GIFT**

Accession #:

I, \_\_\_\_\_, hereby give the Trumbull County Historical Society, absolute ownership of the property described below. I assign the Trumbull County Historical Society full power of management, access, display, conservation and disposition at its sole discretion.

The following objects have been donated as a gift to the Trumbull County Historical Society in accordance with the following terms and conditions:

1. I give the Trumbull County Historical Society any copyright and associated rights to the property that I may have. If there is a copyright to which you do not own the rights, please specify the owner:  
\_\_\_\_\_
2. I own the property described below and have the right to convey it. To the best of my knowledge, this property has not been imported or exported into or out of any country in a manner contrary to its laws. The Trumbull County Historical Society is relying on my representation in accepting this donation.
3. The Trumbull County Historical Society is classified as a charitable institution pursuant to 501(c)(3) of the Internal Revenue Code. Gifts to the Trumbull County Historical Society are tax deductible pursuant to applicable Federal tax laws.
4. The Trumbull County Historical Society did not provide any goods or services in connection to this contribution.

**Property Description:**

1)

**Donated** In Memory Of / In Honor Of (circle one if applicable): \_\_\_\_\_

**Estimated Value** (Optional: Provided by donor after professional appraisal): \_\_\_\_\_

\*Note that the Trumbull County Historical Society is not authorized to provide appraisals.

**Donor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Accepted on behalf of the Trumbull County Historical Society by:

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Please sign both copies and return one to the Trumbull County Historical Society.*

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**TRANSFER OF COPYRIGHT**

Received from \_\_\_\_\_

\_\_\_\_\_

The work described below as a purchase and approved by the Trumbull County Historical Society on \_\_\_\_\_.

<u>Number</u>	<u>Description</u>	<u>Purchase Price</u>	<u>Insurance Value</u>
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In consideration of the purchase by TCHS, from \_\_\_\_\_ (“vendor”) of \_\_\_\_\_ (“the Work”), Vendor warrants that the work listed above is authentic and complies with the stated description and is free and clear of all liens, claims, and encumbrances, that its exportation from any foreign country has been in conformity with the laws of such county, that its importation to the United States is in conformity with laws of the United States, that Vendor is the legal owner of the Work or is the agent of the legal owner of the Work and authorized to sell the Work and execute this document on behalf of the legal owner, that the Vendor has the right to sell the Work and that upon the Vendor’s receipt from TCHS of \_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ ) as payment in full for the purchase of the Work, Vendor will transfer to TCHS full legal and equitable title to the work, together with all rights, title and interests pertaining to the Work. In addition, Vendor, upon receipt of the purchase price, transfers to TCHS any and all exclusive and non-exclusive copyright rights which may exist in the Work and transfers all photographic material including color negatives of the Work which are held in the Vendor’s gallery records. Vendor further states that the Work bears no copyright notation and that Vendor does not retain, claim, or assert any copyright interests which have been retained, claimed, or asserted by others in the Work. It is understood and agreed that this warranty and indemnification attaches to the purchase and sale noted herein and TCHS shall receive from Vendor or its successor a full refund of the purchase price and related expenses paid for the Work if at any time any person, nation, or entity successfully challenges TCHS’s copyright rights and/or TCHS’s free use and enjoyment of the Work. It is further understood and agreed that Vendor or its successor (the “Indemnifying Party”) shall defend, indemnify and hold harmless TCHS, its Board of Trustees, its officers, employees and agents (the “Indemnified Parties”) at the sole expense of the Indemnifying Party or its successor in regard to any claim or suit and for any damages and all other related expenses incurred by any of the Indemnified Parties which arise out of or result from a breach or alleged breach of the above warranties

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and representations in regard to the sale and purchase of this Work. It is further agreed that the law of Ohio governs this transaction.

\_\_\_\_\_  
Curator, TCHS

\_\_\_\_\_  
Date

---

AGREED TO BY:

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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### **Deaccession Form**

Please see the Society's Deaccession Policy and procedure before removing any objects from the permanent collection.

Please use one form per donation.

Accession Number:

Name of Item:

Donor's Name:

Last known contact information:

What is the item's known history?

Reason for Deaccession:

Approved for deaccession by:

Museum Staff Name \_\_\_\_\_ Date: \_\_\_\_\_

Museum Staff Signature \_\_\_\_\_

Date of Approval by Internal Affairs Committee \_\_\_\_\_

**Mode of Disposal/Transfer:**

Transfer to another institution

Name of Institution \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Address \_\_\_\_\_

Destroyed

Method of destruction \_\_\_\_\_

Date of destruction \_\_\_\_\_

Sold at Auction

Include paperwork from Auction

Disposed of by:

Museum Staff Name: \_\_\_\_\_ Date of Disposal/ Transfer: \_\_\_\_\_

Museum Staff Signature: \_\_\_\_\_

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**Loan Agreement**

Incoming \_\_\_\_\_ Outgoing \_\_\_\_\_

Lender/Borrower \_\_\_\_\_ Tel. \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_

**Exhibit Information**

Exhibit Title \_\_\_\_\_ Loan Period \_\_\_\_\_

Dates on Display \_\_\_\_\_ Location \_\_\_\_\_

Description of the Objects (including accession number):

Special Instructions \_\_\_\_\_

Credit line \_\_\_\_\_

Signature of Lender \_\_\_\_\_ Signature of Borrower \_\_\_\_\_

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

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**TEMPORARY CUSTODY FORM**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

1. I initial that I give the Trumbull County Historical Society the right to take temporary custody of my possessions listed below for consideration. \_\_\_\_

2. Please initial if this is:

\_\_\_\_An unconditional donation. The museum reserves the right to keep, lend, or otherwise dispose of the donated material once it is accepted. Please leave this section blank if it is not an unconditional donation (this donation may not be accepted if it is not unconditional)

3. Disposition if not accepted for TCHS collections. Please initial one option: \_\_\_\_Donor will pick up

\_\_\_\_Materials will be given to another appropriate organization or disposed of

Brief description of objects: \_\_\_\_\_

\_\_\_\_\_

How do the objects relate to Trumbull County? \_\_\_\_\_

\_\_\_\_\_  
Any other comments regarding your potential donation: \_\_\_\_\_  
\_\_\_\_\_

Temporary Custody Receipt Conditions:

- The Trumbull County Historical Society (TCHS) acknowledges receipt of the item(s) listed for acquisition review by the Curator of Collections and Research. Object(s) listed on this document are for temporary custody at TCHS. If items are accepted for collections, "Deed-of-Gift" forms listing the accepted material(s) will be mailed to the donor for a signature to complete the donation process.
- Items not accepted into to TCHS's collections will be returned to the donor, sent to another appropriate organization, or disposed of.
- Should the item(s) be returned to me if THCS does not accept it I will be notified and will be required to reclaim my property within 30 days of contact. Donor is responsible for retrieval of item(s) and failure to reclaim property within the specified time gives the TCHS the right to dispose of the property at its digression.

Received by: \_\_\_\_\_

(Staff/museum representative signature)

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

Received from: \_\_\_\_\_

(Donor signature)

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

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Item number:

Item Description:

Removal date:

Location of item:

Reason for removal:

### **Object Removal Form**

Item number:

Item Description:

Removal date:

Location of item:

Reason for removal: