



Portland Museum of Art
Seven Congress Square, Portland, Maine 04101
(Shipping and Receiving: 99 Spring Street, Portland, ME 04101)
Tel. (207) 775-6148, Fax. (207) 773-7324

INCOMING RECEIPT

PORTLAND MUSEUM *of* ART

Lender:

Borrower:

Shipped by:

Insured by:

Purpose:

Received by: _____

Signature for Portland Museum of Art

OBJECTS:

Total Objects included in this shipment:

Listed items received unless otherwise stated.

Please sign and return one copy to the Registrar at the above address.

Failure to return this receipt within 30 days of your acceptance of this shipment constitutes a waiver of any rights that you may have against the PMA, its officers, Director, and employees for any loss, damage or theft to the goods shipped under this incoming receipt.

Items received under terms and conditions on reverse. Please keep this receipt for your records.

INCOMING RECEIPT

CONDITIONS OF DEPOSIT

1. The Portland Museum of Art (the, PMA) will give to the work(s) of art left in its custody the same care with respect to the work as it does in the safekeeping of comparable property of its own.
2. The depositor warrants that they are the owner or the owner's legal representative, of this object(s), that the object(s) is not subject to ownership claims of any other person, institution or domestic or foreign governments, and that all applicable domestic and foreign customs and export/import regulations have been complied with and followed.
3. The owner or the owner's legal representative shall be held responsible for notifying the PMA in writing of any change of ownership of the work, or change of address of the owner. If the depositor is not the owner of the objects, the depositor warrants that they have full authority to enter into this deposit transaction on behalf of the owner, and the owner is fully bound hereby as the depositor's principal. The PMA may require evidence of the depositor's agency satisfactory in form to its council.
4. Attributions, dates and other information shown on the reverse are as given by the owner. Any valuations or prices shown are those stated by the owner and are not to be construed as appraisals by the PMA. The fact that the works of art have been in the PMA's custody shall not be misused to indicate the PMA's endorsement.
5. The owner reserves ownership of all copyright. Any requests for photography of the work will be referred to the owner.
6. It is understood that the PMA will not clean, restore, conserve or otherwise alter the work without the consent of the lender. The PMA assumes the right, unless specifically denied by the owner, to document and examine the work by photographic means. Information thus gathered will remain confidential and will not be published without the written consent of the lender.
7. It rests with the discretion of the PMA as to whether, or for how long, objects lent to it shall be exhibited to the public.
8. In compliance with the federal revenue Reconciliation Act of 1993, the Portland PMA of Art cannot accept or give any goods, services or cash in exchange for a tax deductible donation or contribution.
9. If requested in writing by the lender, the PMA will insure works placed on long term loan under a fine arts policy against all ordinary risks and subject to standard exclusions while in transit and on its premises. The owner/lender may continue his/her own insurance for the period of the loan. The owner/lender must supply the PMA with a Certificate of Insurance naming the PMA, its Board of Trustees and staff as co-insured and waive subrogation against the PMA in the event of a claim. The PMA will not accept responsibility for any errors or deficiencies of information to the lender's insurance, or for lapses in coverage.
10. Unless arrangements to extend the loan have been made by the PMA, the objects lent to it shall remain in the PMA's possession for the time specified on the incoming receipt or a subsequent loan agreement form, but may be withdrawn from exhibition at any time by the Director. Should the owner wish to recall any or all objects listed on the reverse of this receipt prior to the end of the loan period, the PMA requires written notice of such intent 30 days in advance.
11. The PMA's right to return the work shall accrue absolutely at the termination of the loan. If the PMA, after making all reasonable efforts and through no fault of its own, shall be unable to return the work within sixty days after such termination, then, the PMA shall have the absolute right to place the work in storage, to charge regular storage fees and the cost of insurance therefore, and to have and enforce a lien for such fees and cost. If, after five years, the work shall not have been reclaimed, then, and in consideration for its storage, insurance and safeguarding during such period, the work shall be deemed an unrestricted gift to the PMA.



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2. The depositor warrants that they are the owner or the owner's legal representative, of this object (s), that the object (s) is not subject to ownership claims of any other person, institution or domestic or foreign governments, and that all applicable domestic and foreign customs and export/ import regulations have been complied with and followed.
3. The owner or the owner's legal representative shall be held responsible for notifying the PMA in writing of any change of ownership of the work, or change of address of the owner. If the depositor is not the owner of the objects, the depositor warrants that they have full authority to enter into this deposit transaction on behalf of the owner, and the owner is fully bound hereby as the depositor's principal. The PMA may require evidence of the depositor's agency satisfactory in form to its council.
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STATEMENT OF GIFT AND CERTIFICATE OF AUTHENTICITY

The undersigned ("Donor"), does hereby give unto the Portland Museum of Art, a Maine non-profit corporation ("Recipient"), all right, title and interest, together with all copyright and associated rights, in and to the following goods and chattels (hereafter called the "Artwork(s)"):

[Artist Name] ([Nationality], [Life Dates])
[Title], [Creation Date]
[Medium and Support], [Dimensions]
[Accession No.]

And Donor does hereby covenant with Recipient that Donor is the lawful owner of the Artwork(s); that it is free from all encumbrances; that Donor has good right to transfer title of the Artwork(s) as aforesaid: and that the Donor will warrant and defend the same unto Recipient, its successors and assigns, against the lawful claims and demands of all persons.

Further, Donor makes to the Recipient the following CERTIFICATIONS OF AUTHENTICITY regarding the Artwork(s):

1. That the Donor is unaware of any defect or issue with regard to the title or provenance of the Artwork(s) which may result in another party having any claim, right, title, lien or interest in or to the Artwork(s) under the laws of any jurisdiction, including foreign countries or states.
2. That attached hereto is all of the information the Donor has regarding the provenance of the Artwork(s), including without limitation bills of sale, deeds of gift, certificates of authenticity, and appraisals.
3. That to the best of the Donor's knowledge, the Artwork(s) has been transferred through legitimate means since its creation, and is free from any claims of ownership by others.

Warranty Bill of Sale: Page 2 of 2

PORTLAND MUSEUM OF ART

Donor: [Donor Last Name, First Name]

Seven Congress Square, Portland, Maine 04101

Objects: [Accession No.]

Telephone: (207) 775-6148 Facsimile: (207) 773-7324

The Donor has executed this Statement of Gift and Certificate of Authenticity, this ____ day of _____, _____.

Month Year

Name of Donor

Signature of Donor

Name of Additional Donor (if applicable)

Signature of Donor

[Donor Name]

[Donor Street Address]

[Donor City, State, Zip Code]

I/we wish to be identified to the public on the artwork(s)' credit line for exhibition labels and publicity as:

Gift of _____
(i.e.: "Gift of [Donor Name]")

*** Please sign and return one copy in the envelope provided. The other copy is for your records**

WARRANTY BILL OF SALE AND CERTIFICATE OF AUTHENTICITY

Know all persons by these presents, that the undersigned ("Seller"), in consideration of [purchase price] dollars and other good and valuable consideration paid by the Portland Museum of Art, a Maine non-profit corporation ("Buyer"), the receipt of which is hereby acknowledged, does hereby grant, sell, transfer and deliver unto Buyer, title and interest to the following goods and chattels (hereafter called the "Artwork(s)"):

[Artist Name] ([Nationality], [Life Dates])
[Title], [Creation Date]
[Medium and Support], [Dimensions]
[Accession No.]

To have and to hold said Artwork(s) to Buyer, its successors and assigns, to its own use and behoove forever.

And Seller does hereby covenant with Buyer that Seller is the lawful owner of the Artwork(s); that it is free from all encumbrances; that Seller has good right to sell the Artwork(s) as aforesaid; and that Seller will warrant and defend the same unto Buyer, its successors and assigns, against the lawful claims and demands of all persons.

Further, in consideration of the purchase price paid, Seller makes to the Buyer the following CERTIFICATIONS OF AUTHENTICITY regarding the Artwork(s):

1. That the Seller is unaware of any defect or issue with regard to the title or provenance of the Artwork(s) which may result in another party having any claim, right, title, lien, or interest in or to the Artwork(s) under the laws of any jurisdiction, including foreign countries or states. If such a claim were to present itself, the Seller would be liable for the purchase price.
2. That attached hereto is all of the information the Seller has regarding the provenance of the Artwork(s), including without limitation bills of sale, deeds of gift, certificates of authenticity, and appraisals.
3. That to the best of the Seller's knowledge, the title of the Artwork(s) has been transferred through legitimate means since its creation, and is free from any claims of ownership by others.

Warranty Bill of Sale: Page 2 of 2

Vendor: [Vendor Name]

Objects: [Accession No.]

PORTLAND MUSEUM OF ART

Seven Congress Square, Portland, Maine 04101

Telephone: (207) 775-6148 Facsimile: (207) 773-7324

The Seller has executed this Warranty Bill of Sale and Certificate of Authenticity, this ____
day of _____ .
Month Year

Seller's signature

[Vendor Contact]

[Vendor Name]

[Vendor Street Address]

[Vendor City, State, Zip Code]

* Please sign and return one copy in the envelope provided. The other copy is for your records.



PEGGY L. OSHER ART STUDY AND COLLECTION COMMITTEE CONFERENCE ROOM

Guidelines for use

The Peggy L. Osher Art Study and Collection Committee Conference Room (OASR) is a secure room intended for the examination of original works of art by staff, contractors, and volunteers; by the PMA Collection Committee; and by members of the public and regional secondary and college-level classes by appointment. The room may serve other needs in our community as appropriate.

Access to OASR is limited to collection staff, and use of the room is strictly monitored due to the fact that it serves as temporary storage area for works of art. Food and drink are forbidden at all times. OASR is a pen-free environment, and all users are required to leave outwear, bags (including large purses and laptop bags) and other personal effects either in offices, in the PMA coatroom, or in the cubbies provided in the OASR. All visitors to the OASR, including PMA staff and volunteers, must sign in upon entry and sign an agreement to follow those guidelines.

The OASR is open to the public by advance appointment on Wednesdays and Thursdays, 11am-1pm. To schedule an appointment, visit portlandmuseum.org or call 207-775-6148, extension 3230. Visitors, including museum volunteers such as docents, are required to identify desired works of art in at least a two weeks in advance, and may be contacted by curators for further discussion or clarification. Only works from the museum's permanent collection are available for viewing. In rare circumstances, works will not be available for private viewing due to fragility or size. No works of art currently in display in the galleries are available for viewing in the OASR.

Appointments are free of charge, yet further services, such as high-resolution photography, may incur a fee. Any photographs they wish to take will be approved by the room monitor. The PMA's photography policy encourages visitors to take photographs in most gallery circumstances, unless otherwise noted, applies to photography in the OASR, yet visitors must gain verbal approval from the room monitor prior to photographing works of art and are responsible for observing applicable copyright laws. All visitors are required to sign an agreement stating that they will comply with the rules of the OASR.

Faculty at the high school and college level may also make appointments to bring classes to the OASR during museum hours. To schedule an appointment, visit portlandmuseum.org or call 207-775-6148, extension 3230. Museum staff will accommodate faculty requests to show works of art to students, and as appropriate may consult on content, yet faculty are expected to provide instruction when classes meet in OASR except under rare and mutually agreeable circumstances. All students are subject to the rules of OASR, including sign-in and agreement.

In addition to art, the OASR is the museum's primary research resource for artists in the collection, and the museum's vertical files are available for researchers. Docents may use the vertical files during OASR open hours without an appointment; however, space is limited. Other visitors must make an appointment to consult with files.



Sketching Policy for Galleries

All works of art in the galleries may be sketched for education, non-commercial purposes, providing these rules are followed:

Individuals wishing to sketch must first obtain permission from the Department of Protection Services, to be certain that they will not obstruct flow of traffic. Should a Security Office determine that the galleries are too busy, sketching will not be permitted. All groups and classes must make appointments for sketching in advance by the Learning & Interpretation Department (grouptours@portlandmuseum.org).

- Only PENCIL may be used to sketch.
- Size of the sketch pad may not exceed 16 x 20 inches.
- No portfolios, containers, or bags may be taken into the galleries.
- Individuals who have been sketching the galleries should expect to have their sketch pad and drawing supplies searched by Security before they leave the building.
- A reasonable distance must be maintained from the work to allow a clear view for others who may wish to observe their work.
- Never point at a work using your pencil or any other object. Please do not touch works for any reason.

Thank you for observing these rules. We hope you enjoy your visit to the Portland Museum of Art.

Revised 6/26/2020



Appendix B: Institutional Code of Ethics and Guidelines for Professional Practice

Adopted: May 19, 1992

Revised: September 16, 1998

Revised: March 28, 2007

Revised: September 19, 2007

Approved by the Board of Trustees November 28, 2007

Revised: October 29, 2018 (by the Executive Committee of the Board of Trustees)

Revised: June 14, 2023 (by the Executive Committee of the Board of Trustees)

Revised: December 13, 2023 (by the Executive Committee of the Board of Trustees)

A. INTRODUCTION

The Board of Trustees (hereafter known as the “Board”) and the members of the Board (hereafter known as “Trustees”) of the Portland Museum of Art (hereafter known as the “PMA”) have adopted this Institutional Code of Ethics and Guidelines for Professional Practice (hereafter referred to as the “Code”). This Code contains policies and guidelines for the operation, management, and governance of the PMA, and applies to the ethical principles relating to the conduct of all PMA employees, Trustees, and volunteers (hereafter known as “employees and volunteers”). This Code is intended to provide guidance in making ethical decisions and to ensure that all persons affiliated with the PMA act in accordance with appropriate ethical and professional standards.

The general ethical principles contained in this Code also apply to conduct and acts undertaken under the Bylaws, Collection Management Policy, Collecting Plan, and Strategic Plan of the Portland Museum of Art. The ethical principles contained in this Code are intended to be in accordance with the general professional ethical standards of the following organizations: the American Alliance of Museums (AAM), the International Council of Museums (ICOM), and the United Nations Educational, Scientific and Cultural Organization (UNESCO). The PMA further recognizes and affirms the principles as articulated in these publications: Code of Ethics for Museums (AAM, 2000), Professional Practices in Art Museums (AAMD, 2001), Code of Ethics for Curators (AAM, 1996), Code of Ethics for Registrars (Museum News, February 1985), and the Native American Graves Protection and Repatriation Act (NAGPRA, 1990).

B. MISSION AND VISION

Mission

Art for All. The Portland Museum of Art seeks to create an inclusive space that champions open expression and makes art accessible to all.

Vision

To be a central gathering place where a strong artistic vision and the collection drive conversation, creativity, cultural vitality, and economic impact.

C. POLICY

1. Guiding Principles

In all matters relating to the PMA, employees and volunteers owe their first, uncompromised duty of loyalty to the PMA. They should fully and conscientiously fulfill all responsibilities of their position at the PMA with personal and professional commitment to integrity in all matters.

The work of every employee and volunteer at the PMA should be viewed as carrying out the PMA's mission in fulfillment of its public trust. This includes the PMA's permanence and accessibility, collection and building care, educational programming, awareness and knowledge of the PMA's policies and guidelines, and sound and accountable financial practices.

2. General Responsibilities of the Board of Trustees

The Board of Trustees is the governing body of the PMA. The Board shall serve the public interest as it relates to the PMA. The Board shall be responsible for formulating and maintaining the PMA's general policies, standards, condition, and operational continuity, which should be undertaken in a manner that reflects the Board's representation of the public interest.

Trustees shall have a duty of loyalty to the PMA. They shall be loyal to the PMA's purpose and interests. Trustees shall understand and adhere to the documents that provide for the PMA's establishment, character, and governance, including the PMA's articles of incorporation, bylaws, and policies adopted by the Board.

Each Trustee shall devote reasonable time and attention to the affairs of the PMA and ensure that the PMA and Board act in accordance with the PMA's governing documents and applicable state and federal laws. The Board shall not knowingly establish policies or authorize activities that have a substantial likelihood of jeopardizing the PMA's tax-exempt status as a charitable organization or that may reflect unfavorably on the PMA as a public institution. All actions intended to be binding on the PMA must be taken by the Board, or its duly authorized committee or subcommittee, and must conform to the PMA's bylaws and be recorded in written minutes or resolutions.

Trustees shall not hold themselves out to the public as individually representing the PMA as an institution unless authorized to do so by the Board. A Trustee should strive to represent the public interests of the PMA as a whole and not act solely as an advocate for particular activities of the PMA.

Trustees shall maintain in confidence information learned during the course of their PMA activities when that information concerns the administration or activities of the PMA, is not generally available to the public, and when a prudent person in the Trustee's position would reasonably expect that such information should be kept confidential. This principle does not preclude public disclosure of information that is properly in the public domain or information that should be released in fulfilling the PMA's accountability to the public.

The Board shall discharge its fiduciary responsibility to the PMA for the protection and enhancement of its various assets: the collection and related documentation, financial assets, and the PMA's employees.

The Board shall represent the public's interest in the PMA in providing general oversight of the proper environment for the physical security and preservation of the PMA's collection and its financial assets, and in the Board's selection and oversight of the Director, who is the PMA's chief executive.

In carrying out its duty to the collection, the Board, or a committee appointed by the Board such as the Collection Committee, shall periodically examine and update the PMA's policies regarding the collection, accessioning and deaccessioning, and loans. The Board shall oversee adherence of these policies by appointing appropriate employees, including the Director, to monitor compliance and report to the Board.

3. PMA Volunteers

The PMA has a strong tradition of volunteerism. Volunteers, including those persons elected to the Board, make valuable contributions to the PMA in their dedication of interest, time, and expertise. Volunteers bring support, knowledge, and skills while contributing significantly to the advancement of the PMA. With these contributions come certain obligations. All volunteers must agree to adhere to the same standards outlined in this Code. The following ethical guidelines apply to PMA volunteers:

- a. Volunteers are representatives of the PMA and must support efforts to maintain public confidence in the PMA.
- b. No volunteer may use the PMA's collection, equipment, facilities, employees, or services in any non-PMA matter or context, or for personal gain.
- c. Loyalty to the mission of the PMA and to the public it serves is a duty of all volunteers.
- d. Volunteers have a duty to preserve, protect, and maintain confidentiality of the PMA's objects, activities, and information. This duty is particularly pronounced for volunteers who have access to the PMA's collection, programs, and privileged or confidential information.
- e. Volunteers must work in the PMA's best interests in fulfilling its public mission and not for personal monetary or economic gain.
- f. Conflict of interest restrictions and gift policies outlined in this Code are applicable to all employees and volunteers.
- g. No volunteer should serve as a paid staff member.
- h. No trustee or non-trustee member of a standing or ad-hoc committee, nor members of their immediate family (as defined in the PMA's Employee Handbook) may serve as a paid staff member.

4. Fundraising

Donations received by the PMA shall be used only for the purposes intended by the donor and the PMA. In soliciting gifts, employees should not promise opportunities or advantages that are not offered to all donors. Employees and volunteers should hold

confidential all information, including lists, records, and documents, acquired in connection with fundraising activities on behalf of the PMA. No employee engaged in fundraising for the PMA shall represent to a donor that the donor will have any control over artistic and programmatic aspects of activities supported by the donor's contribution. The intellectual integrity of PMA projects should not be compromised in response to donor requests or demands.

5. Board-Employee Relationship

The working relationship between the Board of Trustees and PMA employees should be close and mutually beneficial to the PMA. Trustees may seek employees' assistance for personal needs to an extent not greater than that available to the general public with similar circumstances.

6. Board-Director Relationship

The Board shall exercise due care and prudence in appointing and dismissing the PMA's Director. The Board shall define the limits, powers, and duties of the Director in accordance with the PMA's governing documents, and in a manner that advances the public interests of the PMA. Trustees should endeavor to work cooperatively with the Director in all administrative matters related to the PMA and should communicate with the Director openly and candidly. The Board should maintain a relationship with the Director that reflects the primacy of the PMA's institutional goals over personal and interpersonal considerations. The Director should attend all Board meetings and important committee meetings, except executive sessions concerning the Director.

The Director shall regularly provide the Board with current and complete financial information in a comprehensible form. The Director shall bring before the Board all significant policy issues not previously determined, and the Director shall keep the Board informed on a timely basis about all significant or substantial matters or intended actions relating to or affecting the PMA.

The Director shall carry out the PMA's policies and adhere to the budget approved by the Board. Whenever it is necessary to deviate from established policies or to significantly alter or exceed budget guidelines, the Director shall notify the Board or the Executive Committee in advance and request approval.

7. Adherence

Before the assumption of responsibilities, all employees and volunteers of the PMA shall be provided with a personal copy of the Code. Upon commencement of a position at the PMA, individuals shall read and sign this Code to affirm their understanding of the Code and agree to adhere to its guidelines.

D. COLLECTION

1. Collection

The PMA's central purpose as a public institution is the stewardship of its collection. The PMA's stewardship responsibility demands that employees nurture the highest level of public trust, especially with regard to matters relating to the rightful ownership, permanence, care, documentation, accountability, prudent management, reasonable accessibility, and responsible disposal of objects in the PMA's possession.

2. Truth in Presentation

The PMA will use its collection for the creation and dissemination of knowledge. Intellectual honesty and objectivity in the presentation of the collection is a duty and expectation of every employee.

3. Acquisitions and Deaccessions

In making decisions regarding the acquisition and deaccession of PMA objects, the PMA should weigh all of the following interests: the public for whom the PMA holds the collection in trust, the donor's intent (if known) in the broadest sense, the interests of scholars and educators, and the PMA's own financial well-being. Acquisition and deaccession of any collection object shall be in accordance with the PMA's Collection Management Policy.

a. Acquisitions

Acquisitions shall be made in accordance with the PMA's general collection objectives stated in the Collecting Plan and guided by the Collection Management Policy. Acquisitions shall not be approved for the primary purpose of providing the donor any form of personal benefit. The Collection Committee and Board should be reasonably satisfied that the PMA will have legal title to any object acquired by the PMA. The PMA should undertake good faith efforts to enforce conditions agreed to by the PMA in connection with the acquisition of an object. In the event a party establishes a legal right of ownership to an object that has been acquired by the PMA, the PMA will fully discharge its legal obligations with respect to such object. The PMA specifically recognizes that such objects may include acquisitions involving illicit sale or trade, including works of art that have questionable provenance from the Nazi era (1932-1945); or acquisitions that were illegally excavated or exported from their countries of origin; or acquisitions that violate endangered species laws; or acquisitions that include human remains or objects of Native American cultural patrimony regarded as sacred.

b. Deaccessions

Deaccessioning of objects shall be made solely for the purpose of improving the collection or removing objects that are not desirable to the PMA. No one associated with the museum or individual acting for them may acquire objects

deaccessioned from the PMA, nor may they trade objects from their personal collection for objects from the PMA collection. Consistent with the policies of the American Alliance of Museums and the Association of Art Museum Directors, all benefits from the deaccessioning procedure whether by exchange of object(s) or sale shall be reapplied exclusively to the acquisition of works of art.

E. PROFESSIONAL CONDUCT

1. Confidentiality

In the course of their duties, employees, trustees, and volunteers may acquire information about the administrative, scholarly, and non-scholarly activities of the PMA that is unknown to the public. Employees are obligated to protect such sensitive information regarding donors, PMA security, private collections, negotiations, privileged personnel information, and all personal and professional confidences shared in the course of PMA duties. This information must be treated as confidential to the PMA and should not be used for personal advantage or disclosed to the public media, other institutions, or individuals who are not employees authorized to know such information.

2. Conflict of Interest

a. Employees and Volunteers

A conflict of interest exists when an individual's financial, personal, or professional interest competes or appears to compete with the PMA's interests and mission. PMA employees or volunteers shall not engage in any activity or decision that would result in a conflict of interest or the appearance of a conflict of interest with the PMA's mission, activities, operations, or interests.

If an actual or potential conflict of interest arises, then any employee or volunteer who is aware of the conflict or potential conflict shall disclose it by providing a completed Conflict of Interest Form to the PMA's Human Resources Director, Deputy Director, Director, or the President of the Board if the conflict involves the Director. The PMA's Business Office will maintain blank copies of the Conflict of Interest Form, which will be available to all employees and volunteers. All such reports shall be investigated by the Director, or an appointed committee of the Board and, in the event a conflict of interest or appearance of a conflict of interest exists that is in violation of this Code, the Director or a Board committee shall undertake appropriate actions to address the violation.

As a general rule, a conflict of interest will be considered to exist when an individual, or any member of their family (including spouse, children, parents, siblings, and anyone living in the same household):

- i. Has a financial, personal, or professional interest that significantly impairs or might appear to significantly impair the individual's independent judgment in the discharge of their responsibilities to the PMA as an employee or volunteer; or
- ii. May receive a significant material, financial, personal, or professional benefit from knowledge of confidential PMA information.
- iii. For purposes of the above standard, an individual shall be deemed to have a "financial interest" in an entity if they own, directly or indirectly, 5% or more of the stock or other equity interest in an entity that does business with the PMA.

b. Board of Trustees

Members of the Board of Trustees may render professional services, advice, or representation to the PMA and Board, provided such Trustee does not vote on any resolution of the Board related to such services, advice, or representation, including the PMA's engagement of such Trustee to perform services. Any Trustee who is engaged by the PMA to render professional services, advice, or representation may receive fair market compensation from the PMA for such services, and the receipt of such compensation shall not be deemed to be a conflict of interest.

Trustees shall not use their professional position or PMA affiliation, or give the appearance that they are using their position or affiliation for any personal gain, directly or indirectly.

In the event that a significant conflict of interest appears to be unavoidable, the Trustee shall seek the approval of the Board, or a duly appointed and authorized committee of the Board, prior to engaging in such action, and such approval, if given, shall result in there being no conflict with respect to the contemplated action.

Any claim of a Trustee's violation of a mandatory rule of conduct under this Code shall be reviewed by the Executive Committee. If a violation is determined to have occurred, it shall be dealt with by appropriate action of the Board, the Executive Committee, or other authorized committee appointed by the Board to oversee ethics matters.

3. Personal Collecting by Employees

Personal collecting by employees is encouraged to the extent that it does not knowingly compete with the PMA's collecting objectives as outlined in the PMA's Collecting Plan or compete with any other intended PMA acquisition. Employees who engage in personal collecting shall do so without breaching any confidential PMA information or confidential knowledge gained by the individual as an employee, and without the employee using their PMA affiliation to promote personal collecting activities.

If an employee acquires an object that may be of interest to the PMA, the employee must disclose the purchase to the Director within 30 days of purchase. Likewise, the Director shall notify the Chair of the Collection Committee, in writing, within 30 days of any art purchase the Director makes that may be of interest to the PMA. An employee who purchases an object shall provide the PMA the option to acquire it as follows:

- a. For an object with a value up to \$2,500 that is purchased by an employee other than the Director, it will be in the Director's discretion to decide, after consultation with appropriate employees or Trustees, whether the PMA wishes to exercise its option to purchase the objects. The PMA shall retain the right to purchase the objects within 60 days of disclosure at the price paid by the employee, or proposed price if the purchase has not been completed, as well as reimburse any personal out-of-pocket expenses such as shipping.
- b. For an object of any value that is purchased by the Director, or for any object that is purchased by an employee that has a value over \$2,500, the Chair of the Collection Committee, in consultation with the Collection Committee, shall determine whether or not the PMA wishes to exercise its option to purchase the objects. The PMA shall retain the right to purchase the objects within 60 days of disclosure at the price paid, or proposed price if the purchase has not been completed, as well as reimburse any personal out-of-pocket expenses such as shipping.

If an employee is uncertain whether acquiring an object would result in a conflict of interest, the employee should resolve the uncertainty before purchasing by seeking guidance from the Director. If the uncertainty remains unresolved or if the Director is unavailable, then the employee should seek guidance from the Chief Curator in consultation with the Chair of the Collection Committee.

The right of the PMA to acquire objects disclosed by employees does not extend to objects acquired by an employee prior to their employment at the PMA, and employees are not required to disclose such objects. Objects that are received by an employee as personal gifts from individuals who are not family members must be disclosed to the PMA if the object is received while the employee is employed by the PMA.

4. Personal Collecting by Volunteers

The PMA recognizes that volunteers may actively collect art and other objects that may be of interest to the PMA. No volunteer or member of their family shall knowingly compete, directly or indirectly, with the PMA for the purchase of objects that are of interest to the PMA, nor shall a volunteer use information provided to them as a representative of the PMA or member of any PMA committee for their personal advantage in obtaining an object that is known to be included in the PMA's Collecting Plan.

No volunteer or member of their immediate family may directly or indirectly sell an

object to the PMA except when the object and its source have been advertised and sold to the PMA as successful bidder at public auction, or otherwise clearly offered for sale in the public marketplace and purchased by the PMA, or privately sold to the PMA at a price below the object's fair market value as determined by an independent appraisal. Any such sale of an object to the PMA shall require the approval of the Director and Chief Curator and shall further require approval by vote of the Board.

5. Lending to the PMA

Loans from volunteers' or employees' personal collections can be of benefit to the PMA, but such loans can also be perceived as enhancing the value of objects. The loan of an object belonging to an employee or their immediate family member may be exhibited and published by the PMA only after receiving prior approval from the Director. A volunteer should not lend an object to the PMA if the volunteer is actively planning to sell the object within 24 months of the exhibition.

To avoid a conflict of interest or appearance of a conflict of interest, loans from volunteers should be credited publicly to identify the lender. While the PMA welcomes consultation of a volunteer who lends an object, the PMA shall at all times maintain full decision-making authority over the inclusion of objects in PMA exhibitions, installations, and publications in order to ensure there is a clear connection between the exhibition, installation, or publication of the objects and the PMA's mission, and that the inclusion of the objects is consistent with the intellectual integrity of the project. When good reason exists, the Director may waive public credit of an object loaned by a volunteer.

6. Dealing and Relations with Dealers, Artists, and Auction Houses

An employee may not act as a dealer, buying and selling objects for profit, with the exception of occasional selling or exchanging relating to a personal collection. Ownership of a financial interest in an art dealership by an employee or immediate family member constitutes a conflict of interest and is not permitted.

Employees shall not accept compensation of any kind from a dealer, artist, or auction house, unless that compensation is for scholarly activities, as outlined below. Employees may participate in scholarly activities supported by auction houses after review and approval in advance by the Director.

7. Referrals, Appraisals, Identification, and Authentication

It is beneficial to the PMA and its constituency for employees to assist collectors and other museum professionals in identifying, authenticating, and assessing the aesthetic quality and condition of objects. Information of this kind shall be provided free of monetary or other compensation paid to employees. No employee or volunteer shall provide written or verbal monetary valuations or appraisals.

When called upon for references for vendors, dealers, appraisers, or conservators, employees shall provide a minimum of three names to avoid the appearance of endorsement.

Curatorial employees may provide valuations of objects from the PMA's collection, in areas of the individual curator's expertise, for insurance purposes only.

8. Scholarly Activities and Intellectual Property

Employees are encouraged to teach, lecture, write, and publish both for the PMA and independently. Employees should acknowledge assistance provided by colleagues, teachers, interns, and students whose work provided original ideas or identified primary sources relevant to the employee's research. The receipt of honoraria for the above activities is permitted.

The PMA shall own the copyright for all materials prepared as part of the normal duties of the employee or specifically contracted with the PMA, unless the Director agrees in writing to a different arrangement prior to publication. An employee may own the copyright for work done during their personal time.

Research notes, correspondence, reports, electronic files, photographs, and other work products created by employees in the course of their employment with the PMA are the property of the PMA and shall remain with the PMA following the termination of employment of an employee, unless otherwise agreed to in writing by the Director.

9. Disclosure

a. Outside Activities and Employment

The PMA expects that the good will and judgment of employees will guide their activities. Employees' primary responsibilities are to the PMA, and outside activity should not compromise the professional integrity of employees or the PMA. If an employee's professional expertise is involved in outside activities or employment, then the employee shall submit a completed Clearance for Outside Activity Form to their Leadership Team member, which must also be approved by the Director and filed with Human Resources. When an employee is uncertain whether a particular outside activity requires approval, the employee should consult with their Leadership Team member.

Employees should act to maintain the reputation and public image of the PMA. The PMA's name should be used by employees only in the conduct of appropriate private activities when specific written approval is given by the Director.

Employees should fully disclose their engagement in any significant political activity and maintain a clear separation between their performance of a civic duty and their PMA-related decisions, actions, and productions. Employees should not state or imply that the PMA endorses or supports their political activities and should not use their affiliation with the PMA in connection with their political cause, interest, or involvement.

Employees are encouraged to participate in the activities of outside voluntary and professional organizations. To avoid a conflict of interest, employees who are asked to serve on governing boards or on government commissions or agencies, or whose volunteer or professional activity might result in them being viewed as acting in an official capacity on behalf of the PMA, should report such activity to the Director. Employees shall conduct themselves so that their activities on behalf of such organizations do not reflect adversely on the reputation or integrity of the PMA.

b. Trustee Disclosure

Each Trustee, prior to the start of each new term served on the Board, shall complete and file with the Board a personal information form disclosing their personal, business, and organizational interests and non-religious affiliations including membership on boards of other not-for-profit institutions. The personal information form should also contain similar information for any person who is connected with the Trustee as an immediate family member, business associate, or close friendship, if such person's interests or affiliations relate to the PMA or its public purpose. Trustees should individually update their disclosure statements when significant changes occur that may have a bearing on potential conflicts of interest between the Trustee and the PMA.

The President of the Board will review all personal information forms filed. Trustees shall provide the President with any additional information the President may reasonably request regarding potential conflict of interest.

Trustees shall not vote on, approve, or recommend approval of a transaction between the PMA and that Trustee or a member of their immediate family. Trustees shall disclose any potential conflict of interest prior to a vote or other action of the Board relating to the conflict of interest. If a Trustee is present at a Board meeting when a matter involving a potential conflict of interest is considered, the Trustee should leave the meeting during the discussion and vote unless the Trustee's presence at the meeting is requested by the Board.

10. Gifts

Development and maintenance of good relationships between employees and artists, dealers, and vendors can be beneficial to the PMA. To maintain impartiality and avoid the appearance of favoritism, the following guidelines should be observed:

- a. Employees should avoid favoritism or the appearance of favoritism in all professional relationships.
- b. Employees shall not accept personal gifts when offered as a direct result of a PMA business association, unless the gift is of nominal value or other special circumstances exist, and in either case the employee must fully document and report the gift to the Director.

- c. Travel by employees shall not be paid for or reimbursed by a Trustee, collector, or vendor without advance permission of the Director.
- d. Travel by employees shall not be paid for or reimbursed by a dealer or auction house unless the employee is participating in scholarly activities, as described above, that have been approved by the Director.
- e. Employees may accept non-cash gifts from individuals who have a personal or family relationship with the employee, provided the individual does not also have an existing or desired business relationship with the PMA.

If an employee is uncertain whether acceptance of a gift is appropriate under this Code, the employee should consult with their Leadership Team member before accepting the gift.

11. Use of PMA Property

No employee shall use or permit an individual who is not an employee to use the good name of the PMA, its collection, equipment, supplies, facilities, personnel, or services for a purpose that is unrelated to the PMA unless the Director approves of such use in advance.

12. Collegiality

The PMA shall respond positively to appropriate opportunities for cooperation with similar institutions.



IMAGE REQUEST FEE SHEET

All requests for photography must be made in writing three (3) months in advance of receipt of photography.
A fee of \$250 will be charged for expedited service for all requests made with less than three months notice.

	<u>non-profit/ university press</u>	<u>commercial</u>
<u>Photographic Fees:</u>		
New photography fee	\$50 - \$350.00	\$50 - \$400.00
* Photography fees vary depending on the number of images shot at one time and photographers fees.		
High-resolution digital image	150.00	200.00
<u>Reproduction Fees:</u>		
reproduction fee per image		
print	75.00*	150.00*
CD-ROM/DVD	75.00*	150.00*
Web	75.00*	150.00*
reproduction fee per image (cover)	150.00*	300.00*

If the PMA is not to receive royalties, a one-time fee of \$500.00 may be charged for commercial endeavors

*plus two copies of publication. Unless otherwise stated in writing, all fees apply to a one time, one edition, one language use with distribution in North America.

Note: Commercial products are considered on an individual basis.

Note: Reproduction fees are waived for PMA objects in non-commercial publications relating to a specific exhibition in which those objects are included.

FEES ARE NON-NEGOTIABLE

The fees stated above reflect the fact that the Portland Museum of Art does not have a staff photographer or in-house photo lab. They include the added costs of outside processing and hiring a photographer to fulfill requests for which we have no negative or transparency on file.

Prices are subject to change. All payments must be in US Dollars.



Appendix F: Direct Care Addendum to the PMA Collection Management Policy

Adopted by the Board of Trustees February 14, 2024

On September 30, 2022, the Association of Art Museum Directors (AAMD) approved a change to *Professional Practices in Art Museums* to narrowly change the approved use of funds from deaccessioned art. The new rule will allow funds generated by the sale of deaccessioned art to be used for direct care of objects in a museum's collection, with a very specific definition of "direct care." This change brings AAMD's policy in alignment both with the American Alliance of Museums (AAM) and the Financial Accounting Standards Board (FASB)—and goes further than either AAM or FASB by providing a specific definition for "direct care."

The new rule, number 25 in *Professional Practices in Art Museums*, reads as follows:

Funds received from the disposal of a deaccessioned work of art including any earnings and appreciation thereon, may be used only for the acquisition of works of art in a manner consistent with the museum's policy on the use of restricted acquisition funds or for direct care of works of art. Direct care for purposes of this section means the direct costs associated with the storage or preservation of works of art. Such direct costs include for example those for (i) conservation and restoration treatments (including packing and transportation for such conservation or restoration) and (ii) materials required for storage of all classifications of works of art, such as, acid-free paper, folders, matboard, frames, mounts, and digital media migration. Funds received from the disposal of a deaccessioned work of art shall not be used for operations or capital expenses except as provided above. Direct care does not include (a) salaries of staff or (b) costs incurred for the sole purpose of temporary exhibition display.

This replaces the earlier version of section 25, which read as follows:

Funds received from the disposal of a deaccessioned work shall not be used for operations or capital expenses. Such funds, including any earnings and appreciation thereon, may be used only for the acquisition of works of art in a manner consistent with the museum's policy on the use of restricted acquisition funds. In order to account properly for their use, the AAMD recommends that such funds, including any earnings and appreciation, be tracked separately from other acquisition funds.

This Addendum to the PMA Collection Management Policy, explicitly defines categories of direct care and specifies a process for the allocation of direct care expenses. This Addendum shall supersede the PMA CMP Article XIV.f.

XIV.f. BENEFITS

Consistent with the policies of the American Alliance of Museums (AAM) and the Association of Art Museum Directors (AAMD), all benefits from the deaccessioning procedure whether by exchange of object(s) or sale shall be reapplied exclusively to the acquisition of works of art or for direct care of works of art. All objects acquired in this manner should acknowledge the original donor or source as appropriate.

The PMA defines "Direct Care," as follows:

- a. Direct conservation expenses, including, but not limited to, supplies and transportation
- b. Expenses related to cataloging, housing, and physical care of objects, including framing, photographic documentation, and the management of digital assets.
- c. Supplies and maintenance expenses for gallery and art storage facilities both on and off-campus, including proper monitoring of storage and exhibition environments (pest control, security, lighting, and climate control)

The following process governs the use of funds from the sale of deaccessioned objects for Direct Care expenses:

The Director, Chief Curator, and Chief Financial Officer will produce a list of itemized expenses in consultation with the Chair of the Collection Committee, with a recommended fiscal year cap in compliance with this policy and the applicable FASB standards, for approval by the Finance Committee and subsequent approval by the Executive Committee or Board.