

**Technical or Professional, Non-personal Services**

This Request for Quote (RFQ) is issued by the National Museum of Natural History (NMNH), Smithsonian Institution (SI), for technical professional, non-personal services to provide environmental profile management services in accordance with the Statement of Work (SOW).

**I. SUBMITTING YOUR QUOTE**

Price quotes may be submitted by **email**. Quotes are due by **midnight, Sunday November 15, 2020**, at:

Smithsonian Institution  
National Museum of Natural History

Attn: Katharine Barker  
Email to: [barkerk@si.edu](mailto:barkerk@si.edu)

**II. DESCRIPTION OF REQUIRED SERVICES**

The Contractor shall aggregate existing Ocean DNA Program (or related NMNH) environmental DNA profiles of COI amplicons to compare against voucher-based COI DNA barcoded libraries to generate a “state of knowledge” assessment of taxonomic coverage. The Contractor shall also create an in-house COI amplicon sequence variant (ASV) registry that will scale with projected growth of environmentally derived samples in the Ocean DNA Program.

**III. EVALUATION**

The SI plans to award based on best value to the SI considering the following factors. The SI plans to award without discussions, however, does reserve the right to conduct discussions if later determined by the Contracting Officer to be necessary.

All of the following factors A, B, C, D and E are of equal importance. Evaluation factors are:

**A. Relevant Experience/Past Performance**

1. Relevant experience is that obtained within the past 3 years providing or performing services of similar size, scope, complexity and type of client that indicates your suitability for this project.
2. Past Performance should be indicated by a list of current or previous work experience with names of points of contact and their current telephone numbers who can answer specific questions on quality, workmanship and scheduling. Provide contract/work periods of performance dates, number of hours, dollar value, and brief description of the work performed.

## **B. Qualifications/Technical Competence**

1. **Technical Information** - Technical information should include a narrative discussion addressing the technical competence, the Contractor's capabilities, qualifications, and approach to satisfy the requirements of the SOW.

**C. Inspection plan-** to include 1) aspects of performance which will be inspected, 2) contractor personnel who will perform the inspections, their credentials, and position within the contractor's hierarchy, 3) inspection procedures including performance tests and design checks and 4) records to be maintained of all inspections and corrective action taken which shall be made available to the SI during the term of the contract.

**D. Project plan and associated timeline-**to include a plan of activity and strategy for the completion of this project and all data management that includes projected costs for data storage.

## **E. Price**

## **IV. INSURANCE REQUIREMENTS**

Prospective contractors are required to have Commercial General Liability (CGL) Insurance for \$5,000,000. The SI must be listed as additional insured for the General Liability insurance. Proof of insurance must be submitted with quotes.

## **V. DUNS NUMBER**

A DUNS number is a unique nine-digit identification number available for each physical location of your business and is needed to register in the [System for Award Management \(SAM\)](#) system (see Section VI of this RFQ). DUNS numbers are provided through Dun and Bradstreet (D&B) at no charge at <https://www.dnb.com/duns-number.html>. Non-U.S. (international) vendors will be required to obtain an NCAGE Code at <https://eportal.nspa.nato.int/AC135Public/CageTool/home> before obtaining a DUNS number. New DUNS numbers for U.S. vendors will be active and available for SAM registration within 1-2 business days of request; international vendors DUNS will be active and available normally within 2-5 days of request.

## **VI. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION**

It is a requirement that current and prospective recipients of contract and purchase orders awarded by the SI must complete registration and maintain an active record in the [System for Award Management \(SAM\)](#). The SAM requires a one-time business registration, with annual updates, and allows vendors to control the accuracy of the business information they enter. The financial data you enter, which includes the electronic funds transfer (EFT) data collected by SAM, will assist the SI in paying your invoices and complying with the Federal

Debt Collection Improvement Act of 1996. You may complete or update your information in SAM online at <https://sam.gov/SAM/>. There is no charge for registering in SAM.

If yours is the acceptable price quote and you are selected for award, your organization's valid and active registration with SAM must be verifiable by SI staff administering this procurement prior to contract or purchase order award, and at the time any modifications or amendments to awards might be required.

## **VII. BACKGROUND INVESTIGATION**

If a contractor employee assigned to the SI under this contract will have an association with SI that will be greater than thirty (30) days, determined either at time of contract award or anytime during contract performance, and will need access to staff-only areas of SI controlled facilities and leased spaces, the employee shall be required to receive an SI Credential. As of January 30, 2020, any individual that requires access to the SI network shall also be required to have a favorable background investigation completed prior to an account being established.

Contractor employees who require an SI Credential shall be required to undergo and pass an appropriate background investigation and complete security awareness training before an SI Credential is issued. Employees whose associations with the SI will be less than 30 days shall not receive a background investigation or SI Credential, however, they must be escorted by Credentialed personnel at all times when in staff-only areas of SI facilities. If relevant to this RFQ, a form OCon 520, Background Investigations and Credentials for Contractors' Personnel, is included. The following actions shall be required to be completed by the SI Contracting Officer's Technical Representative (COTR) and successful vendor:

1. The COTR shall provide an OF-306, Declaration for Federal Employment form, for each of the Contractor's employees who will be assigned to the SI for 30 days or longer or for those that require an SI network account. The OF-306 forms must be completed by each person and returned by the Contractor to the COTR, or other designated SI employee, within ten (10) workdays from receipt of the forms by the Contractor.
2. For contractors to SI organizations outside the Washington DC and New York City areas, forms SF-87, Fingerprint Cards, shall be provided to the Contractor by the COTR or other designated SI employee. Each form SF-87 must be returned to the COTR, or other designated SI employee, within ten (10) workdays from receipt of the forms by the Contractor. When necessary, the forms SF-87 shall be submitted by the Contractor with the OF-306.

## **VIII. INFORMATION TO BE SUBMITTED WITH QUOTES**

Quotes submitted must include the following information to be deemed responsive to this Request for Quote and accepted by the SI:

- A.** Project Title
- B.** Business name, address, telephone number, and DUNS number
- C.** Business point of contact name, telephone number and email address
- D.** Pricing. Ensure that base year and option year pricing is included.
- E.** Past Performance information should include the contract number (or other appropriate identifying information for the position), contact person with telephone number and other relevant information for at least 3 recent relevant contracts/positions for the same or similar goods and/or services.
- F.** Certificates or other documentation confirming appropriate types and levels of insurance required are in effect, and other certificates and documentation requested.
- G.** Cite the date through which pricing submitted is valid.

**ATTACHMENT(S):**

- Statement of Work for environmental profile management services
- Form SI-147A, Smithsonian Institution Purchase Order Terms and Conditions (dated December 2016)
- Form SI-147B SI Privacy and Security Clause (dated June 2020)
- Smithsonian Institution Independent Contractor Clauses
- Form OCon 120, Notice to all current and prospective SI Contractors
- OCon 520, Background Investigations and Credentials for Contractors' Personnel
- SI Rights in Data Clause
- Smithsonian Directive 600, Collections Management

## **Ocean DNA Program ‘Environmental Profiles’ project**

### **Scope of Work**

The Smithsonian Institution, National Museum of Natural History’s (NMNH), Ocean DNA Program is in need of a Consultant that will provide professional, technical, non-personal services outlined below in the Statement of Work.

### **Statement of Work**

The Consultant shall work to architect and implement a beta informatics solution to handle the growing aggregate of environmental sample derived sequence data with a scalable strategy. The Consultant shall work with the existing Ocean DNA Program (or related NMNH) environmental DNA profiles of COI amplicons as the test set. The Consultant shall create an in-house COI amplicon sequence variant (ASV) registry that will scale with projected growth of environmentally derived samples in the Ocean DNA Program. The Consultant will scope material sample metadata, mapping to existing standards where available and determine augmentation sets where applicable. The Consultant shall also build a taxonomic classification engine that can create versioned classification sets of the ASV registry based on a curated voucher-based reference library. The Consultant will work with the Ocean DNA team to create visualization toolkits to present biodiversity data occurrence data across taxa, time and space. The results of these efforts will be used to produce a position paper based on the generated “state of knowledge”. All results, products, and knowledge derived from this contract are the property of The Smithsonian, NMNH and the Ocean DNA program as outlined below in the rights in data clause.

### **A. Specific Tasks**

1. Assemble and collate OceanDNA team-provided environmentally derived COI amplicon sequence variant (ASVs) datasets across marine collections (eDNA, ARMS, fish guts, plankton tows, etc.) from demonstration sites (Moorea, Curacao, Ft Pierce, Chesapeake) and the Global ARMS Program, consisting of up to 2000 profiles. Where possible, these data will be reprocessed from raw read data in order to standardize data quality and create consistent informatics workflows.
2. Determine minimum metadata standards for these derived libraries in order to enable dynamic queries based on sampling method, place or time to enable large-scale questions, visualizations and encourage data reuse and cross-comparisons. These standards should be mapped to existing standards including Darwin Core and MIxS community standards as best possible. The Consultant shall work with the Ocean DNA team to liaison with ongoing GLOMICON and ‘Omics-BON members to develop augmented fields for material samples and processing pipelines.
3. Create a mtDNA COI ASV registry that can be augmented with newly generated datasets. This product is envisioned as a growing 2x2 array with unique ASVs in rows and processed sample runs in columns.
4. Develop a service (Taxonomic Classifier) that runs monthly to update COI amplicons with current scientific taxonomic classification information based on an Ocean DNA team-provided curated reference library. One or many classification methods may be employed

based on conversation and feedback with the Ocean DNA team depending on precision and efficiency.

5. Create monthly updated versioned taxonomically-annotated occurrence records to enable reporting to biodiversity registries including NMNH's collection research system EMu and external repositories such as GBIF and OBIS.
6. Develop visualization tools to demonstrate proportions of unknown sequences, metrics of coverage and projections of completeness across both geography and taxonomy domains.
7. Create workflows using R scripts and R Markdown and or other public domain tools to develop extendable, repeatable, yet customizable workflows for other stakeholders and researchers.

## **B. Deliverables**

The Consultant shall submit to the COTR a monthly written status report detailing progress made in each of the project areas outlined in the Specific Tasks of the Statement of Work. The consultant shall be paid on completion of each project area and once all deliverables have been completed per project area and submitted for acceptance and inspection. Such payment shall be inclusive of all direct labor, indirect costs (overhead and G&A expenses), other direct costs, required travel, materials, rental equipment, communication, reproduction, Consultants, etc. and profit for which the Consultant expects payment.

On acceptance of this contract, the consultant will provide to the COTR prior to a kick-off meeting a brief written work plan.

The Consultant shall complete all of the following deliverables:

1. Aggregate 2000 profiles of environmentally derived mixed taxonomy amplicon sequence variant (ASVs) datasets of COI across marine collections (eDNA, ARMS, fish guts, plankton tows, etc.) from demonstration sites (Moorea, Curacao, Ft Pierce, Chesapeake) and the Global ARMS Program, assembled and collated.
2. Develop minimum metadata standards for these derived libraries determined and documented.
3. Develop a COI ASV registry that can be easily augmented with newly generated datasets created.
4. Deliver a working Taxonomic classifier service.
5. Deliver visualization tools to demonstrate proportions of unknown sequences, metrics of coverage and projections of completeness developed based on taxonomy, time or space.
6. Deliver workflows using R scripts and R Markdown or other public domain tools created to develop extendable, repeatable, yet customizable workflows for other stakeholders and researchers.
7. Provide data and analyses for synthesis paper comparing approaches (ARMS, TOWS, GUTS), accumulation curves, alpha, beta and gamma, as well as projected known and unknown taxonomic coverage for publication.

## **Submittals**

8. Monthly Progress Reports. Progress reports shall be provided once a month with the Ocean DNA program team, both in writing and via phone or in person. - Relevant progress reports shall be sent to relevant members of the Ocean DNA program team in writing two days in advance.
9. Submit Mid-Project Report: At the end of Year One, this deliverable will be completed by the Consultant. This will be completed no later than 13 months after the start of work.
10. Submit Final Project Report: At the end of Year Two, this deliverable will be completed by the Consultant. This will be completed no later than one month after all other tasks and deliverables are completed.

## **C. Performance Standards**

All work shall be completed in accordance with SI National Museum of Natural History's Department of Invertebrate Zoology and Vertebrate Zoology collection and data management policies, procedures, and standards as indicated in the Smithsonian Directive 600, Collections Management and as indicated verbally to the Consultant. Taxonomic classifier can be run monthly using our constantly growing and improving NMNH curated reference library. Versioned registry can be used to report species occurrence records to biodiversity registries such as GBIF and OBIS. Workflows provide extendable, repeatable and customizable workflows for NMNH and other stakeholders.

## **Smithsonian Institution Furnished Materials**

The Smithsonian will furnish all computational resources required for data management work, except those proposed by Consultant as part of work quote. All furnished materials shall be returned to Smithsonian upon completion of the contract.

## **Consultant Furnished Materials**

All supplies and materials necessary to complete the work, are the responsibility of the Consultant, except those provided by the Smithsonian Institution.

## **Work Location**

The Consultant shall perform the work at an appropriate on or off-site location.

## **Intent to Exercise Options**

The Smithsonian Institution reserves the sole option to extend this order to engage the Consultant in providing similar services for two (2) 13-month periods. These option periods are subject to: 1) continuation of the need for the services, 2) acceptance and approval by the Contracting Officer's Technical Representative during the respective contract period, 3) availability of funds from which payment for contract purposes can be made, and 4) the contract price for services to be provided under the optional periods shall be as stated in Consultant's quote.

The opportunity to enter into an option extension is not automatic; however, may be determined in the best interest of the Smithsonian Institution. A written modification will be issued to exercise any options. In the event the Smithsonian exercises its right to extend the period of performance under this contract, all other terms and conditions hereunder shall remain unchanged.

**Period of Performance:**

Item 1-1 – Year One. The period of performance for this effort shall be from January 1, 2021 through January 31, 2022.

Item 1-1 – Year Two. The period of performance for this effort shall be from February 1, 2022 through March 1, 2023.

**Payment Schedule**

Multiple payments shall be made upon completion and acceptance of all work as required based upon the schedule below and following the receipt of proper invoices referencing this purchase order number:

1. Payment 1, Environmentally derived mixed taxonomy COI amplicon sequence variant (ASVs) datasets across marine collections (eDNA, ARMS, fish guts, plankton tows, etc.) from demonstration sites (Moorea, Curacao, Ft Pierce, Chesapeake) and the Global ARMS Program, assembled and collated. 25% of year one amount.
2. Payment 2, Minimum metadata standards for these derived libraries determined and documented, 25% of year one amount.
3. Payment 3, ASV registry created that can be augmented with newly generated datasets created, 25% of year one amount.
4. Payment 4, Strategy formulated and initial implementation for Taxonomic Classifier, visualization dashboard and beta testing, first year report submitted, 25% of year one amount.

**Option I**

5. Payment 5, Taxonomic classifier completed. 30% of year two amount.
6. Payment 6, Visualization tools to demonstrate proportions of unknown sequences, metrics of coverage and projections of completeness developed across taxonomic groups, sampling methods, time period or geographic regions, 30% of year two amount.
7. Payment 7, Workflows using R scripts R Markdown or other public tools created to develop extendable, repeatable, yet customizable workflows for other stakeholders and researchers, 20% of year two amount.
8. Payment 8, Data and analysis for synthesis paper comparing approaches (eDNA, ARMS, TOWS, GUTS), accumulation curves, alpha, beta and gamma, as well as projected known and unknown taxonomic coverage delivered for publication, final report submitted, 20% of year two amount.



# SMITHSONIAN INSTITUTION

## PURCHASE ORDER TERMS AND CONDITIONS

**1. COMPLETE AGREEMENT** - The purchase order and all documents attached represent the entire agreement between the Smithsonian Institution (SI) and the Contractor. Any modification, alteration or amendment to this purchase order must be in writing and signed by an authorized agent of the SI.

**2. INSPECTION AND ACCEPTANCE** - The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The SI reserves the right to inspect, test or evaluate any supplies or services that have been tendered for acceptance. The SI may require repair or replacement of nonconforming supplies or performances of nonconforming services at the Contractor's expense. The SI must exercise its post acceptance rights- **(a)** Within a reasonable period of time after the defect was discovered or should have been discovered; and **(b)** Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. Inspection and acceptance will be at destination, unless otherwise provided in writing. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of the SI. Final acceptance by the SI will be conditional upon fulfillment of the above requirements.

**3. OVERPAYMENT** - If the Contractor becomes aware of a duplicate invoice payment or that the SI has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

**4. USE OF SMITHSONIAN NAME or LOGO PROHIBITED** - The SI owns, controls and/or has registered the trademarks /service marks "Smithsonian," "Smithsonian Institution" and the Smithsonian sunburst logo. Except as may be otherwise provided herein, the Contractor shall not refer to the SI or to any of its museums, organizations, or facilities in any manner or through any medium, whether written, oral, or visual, for any purpose whatsoever, including, but not limited to, advertising, marketing, promotion, publicity, or solicitation without written consent.

**5. WARRANTY** - The Contractor warrants and implies that the goods and services furnished hereunder are merchantable, fully conform to the SI's specifications, drawings, designs, and are fit for intended use described in this contract. The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to all customers for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. Contractor agrees to pass through all warranties from other manufacturers.

**6. TITLE** - Unless otherwise specified in this contract, title to items furnished under this contract shall pass to the SI upon acceptance, regardless of when or where the SI takes physical possession.

**7. EXCUSABLE DELAYS** - The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the SI, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**8. DISPUTES** - Any dispute arising under this contract that the parties are unable to resolve shall be decided by the Contracting Officer. All disputes must be submitted to the Contracting Officer in

the form of a written claim supported by evidence within twelve (12) months following accrual of the claim. The Contracting Officer will provide a written decision to the Contractor, and that decision is the final and conclusive decision of the Smithsonian Institution, which is effective on the date the Contractor receives the decision. The Contractor retains all rights to subsequent judicial review to which it is entitled under federal law. The Contractor shall comply with any decision of the Contracting Officer and otherwise proceed diligently with performance of this contract pending final resolution of any request for relief, claim, or action arising under the contract.

**9. TERMINATION FOR CAUSE** - The SI may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the SI, upon request, with adequate assurances of future performance. In the event of termination for cause, the SI shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the SI for any and all rights and remedies provided by law. If it is determined that the SI improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**10. TERMINATION FOR THE SMITHSONIAN'S CONVENIENCE** - The SI reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the SI, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the SI any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

**11. CHANGES** - The SI may at any time, in writing, make changes within the general scope of this purchase order to include: **(a)** Technical requirements and descriptions, specifications, statements of work, drawings or designs; **(b)** Shipment or packing methods; **(c)** Place of delivery, inspection or acceptance; **(d)** Reasonable adjustments in quantities or delivery schedules or both; and, **(e)** SI-furnished property, if any. If any such change causes an increase or decrease in the cost of or the time required for performance of this purchase order, the Contractor shall inform the SI in writing within thirty (30) days after receipt of change request. Any additional charges must be approved in writing by the SI authorized procurement officer executing this purchase order. Contractor shall not make any changes without the written consent of the SI authority executing this purchase order.

**12. CONFIDENTIALITY and DISCLOSURE - Confidential Information.** Confidential Information consists of trade secrets, product concepts, customer information, marketing communication material, marketing strategies, and other commercial or financial information that if affirmatively used by a competitor of the disclosing party would cause the disclosing party substantial competitive harm or information the release of which would violate the privacy rights of a third party with no overriding public interest. If Confidential Information is disclosed in tangible form, it shall be

clearly designated in writing as such by the disclosing party. If Confidential Information is disclosed other than in writing, the information deemed to be Confidential Information shall be confirmed in writing as such within thirty days of such disclosure.

**Limited Disclosure** -- Each party agrees that it will not disclose Confidential Information provided to it by the other party to others except to the extent that it is necessary to disclose such Confidential Information to its directors, officers, representatives, legal and financial consultants, and employees having a need to know such Confidential Information ("authorized parties") for the purpose of pursuing a business and contractual relationship between the parties. The parties shall use at least the same degree of care that each party uses to protect its own Confidential Information of similar importance, but no less than a reasonable degree of care. Further, the parties may disclose Confidential Information if required by law, subpoena, order or request of a federal governmental authority or court of competent jurisdiction, and further, provided that the party obligated to disclose such Confidential Information shall (a) assert the confidential nature of the Confidential Information to be disclosed, (b) use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed, and (c) immediately notify the other party of the requirement, order, or request to disclose in advance of such disclosure in order to afford the other party the opportunity to contest disclosure. No other use or disclosure of Confidential Information may be made by any party without the prior written consent of the disclosing party.

**13. INDEMNITY** - The Contractor shall defend, indemnify, and hold harmless the SI, its Regents, directors, officers, employees, volunteers, licensees, representatives, agents and the United States Government (hereinafter referred to as "Indemnitees") from and against all actions, causes of action, losses, liabilities, damages, suits, judgments, liens, awards, claims, expenses and costs including without limitation costs of litigation and counsel fees related thereto, or incident to establishing the right to indemnification, arising out of or in any way related to:

Any breach of this Agreement, Terms and Conditions, and the performance thereof by Contractor, Subcontractor, other third parties, or any activities of Indemnitees, including, without limitation, the provision of services, personnel, facilities, equipment, support, supervision, or review; any claims of any kind and nature whatsoever for property damage, personal injury, illness or death (including, without limitation, injury to, or death of employees or agents of Contractor or any Subcontractor).

Any claims by a third party of actual or alleged direct or contributory infringement, or inducement to infringe any United States or foreign patent, trademark, copyright, common law literary rights, right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this contract or any libelous or other unlawful matter contained in such data or other intellectual property rights and damages. The contractor shall notify the SI immediately upon receiving any notice or claim related to this contract.

**14. HAZARDOUS MATERIAL** - The Contractor shall inform the SI in writing at the correspondence address listed on the purchase order prior to shipment and delivery of any hazardous material. Any materials required by this purchase order that are hazardous under federal, state or local statute, ordinance, regulation, or agency order shall be packaged, labeled, marked and shipped by the Contractor to comply with all federal, state and local regulations then in effect.

**15. OTHER COMPLIANCES** - The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

**16. SECURITY CONSIDERATION** - OPS, OCon 520 Contractor's conducting work on the SI premises are required to obtain a temporary or

long-term identification badge. Contractor's employee (s) requiring a long-term identification badge is subject to a fingerprint review. An adverse finding during the fingerprint review may prohibit a contractor's employee (s) from working on the contract. The SI will inform the contractor if a long-term identification badge is required.

**17. INSURANCE and BONDS** - Contractor shall maintain at all times during the performance of this contract Commercial General Liability Insurance. Contractor shall maintain Worker's Compensation Insurance in accordance with statutory requirements and limits. If during the performance of this contract, a vehicle is required, contractor shall maintain business automobile insurance. If this contract relates to any type of media exposure, then Contractor is required to have professional errors and omissions coverage. If this contract requires Contractor to handle Smithsonian funds or guard or protect Smithsonian artifacts, Contractor will also be required to obtain a fidelity bond or crime insurance. Limits of such bonds or insurance policies are to be determined. SI shall be listed as an "additional insured" under the comprehensive general liability and business automobile policies. Proof of insurance shall be in the form of a binder, policy, or certificate of insurance and this is to be submitted to the SI's Procurement Officer prior to work being initiated.

**18. INVOICE INSTRUCTIONS** - Invoices shall be submitted to the bill to address on the face of the purchase order after delivery of supplies and/or services, and shall contain the following information:

(a) Contractor's name, address, and taxpayer identification number (TIN). (b) Invoice date and number. (c) Purchase order number including contract line item number. (d) Item description, quantity, unit of measure, unit price, and extended price. (e) Name, title, telephone and fax number, and mailing address of point of contact in the event of an invoice discrepancy. (f) Invoice total, payment discount terms and remittance address. (g) Shipping and payment terms (e.g. shipment number, date of shipment, and discount terms). Bill of lading number and weight of shipment should be included when using Smithsonian Institution bills of lading. Prepaid shipping costs shall be indicated as a separate item on the invoice. (h) Any other information or documentation required by other provisions of the contract.

**19. Travel** - (a) If travel is specified under this purchase order; it must be pre-authorized by the Contracting Officer's Technical representative (COTR) prior to occurrence. The Contractor shall be reimbursed for such travel upon receipt of documentation that the expenses were incurred. (b) Rail or air transportation costs shall not be reimbursed in an amount greater than the cost of economy class rail or air travel unless the economy rates are not available and the Contractor certified to this fact in vouchers or other documents submitted for reimbursement. (c) Room and meals (per diem travel allowance) shall be reimbursed in accordance with the Contractor's established policy, but in no event shall such allowances exceed the rates Contractor's established in the Federal Travel Regulations. (d) The contractor shall be reimbursed for the cost of the out-of-town travel performed by its personnel in their privately owned automobiles at the rates established in the Federal Travel Regulations, not to exceed the cost by the most direct economy air route between the points so traveled. If more than one person travels in the same automobile, the Contractor for such travel shall incur no duplication of or otherwise additional charges. (e) The Contractor shall be reimbursed upon receipt of appropriate documentation that the expenses were incurred. Total travel cost will not be reimbursed for an amount that exceeds the estimated amount stated in this purchase order.

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

## 21. INTERNET PROTOCOL VERSION 6 (IPv6)

**COMPLIANCE** - In the event that the Contractor will be developing, acquiring, and/or producing products and/or systems pursuant to this Contract that will be connected to a network or that will interface with the World Wide Web, the following provisions shall apply: [OMB Memo M-05-22](#), dated August 2, 2005, and OMB guidance, dated July 2012 September 28, 2010, that requires procurements of networked IT comply with the [USGv6 Profile and Test Program](#) for the completeness and quality of SI IPv6 capabilities. The Contractor hereby warrants and represents that such products and/or systems to be developed, acquired, and/or produced pursuant to this Contract will be IPv6 compliant. These products and/or systems must be able to receive, process, and transmit or forward (as appropriate) IPv6 packets and must be able to interoperate with other systems and protocols in both IPv4 and IPv6 modes of operation. If the product or system will not be IPv6 compliant initially, the Contractor will provide a migration path and express commitment to upgrade to IPv6 for all application and product features. Any such migration path and commitment shall be included in the Contract price. In addition, the Contractor will have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

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**CLAUSES INCORPORATED BY REFERENCE** -This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. The applicability of these clauses is effective upon the date of the actual contract award. Upon request the Contracting Official will make the full text available. The full text of the following FAR clauses may be viewed at the [Federal Acquisition Regulation \(FAR\) website](#). For the full text of Smithsonian Institution clauses contact the procurement official. The Contractor shall comply with the FAR clauses incorporated by reference, unless the circumstances do not apply: References herein to the "Government" shall be deemed to mean the Smithsonian Institution.

### SMITHSONIAN Clauses

- Minimum Insurance
- Smithsonian Institution Privacy and Security Clause  
(form SI 147B, SI Privacy and Security Clause )

### FAR Clauses

- 52.222-3 Convict Labor
- 52.222-19 Child Labor
- 52.222-20 Walsh-Healey Public Contracts Act
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
- 52.222-36 Affirmative Action for Workers with Disabilities
- 52.222-41 Service Contract Act of 1965, As Amended
- 52.223-1 thru 4 Bio-based Product/Hazardous Material ID and Safety/Recovered Materials Certifications
- 52.223-5 Pollution Prevention and Right-to-Know Information
- 52.224-1 Privacy Act Notification.
- 52.225-1 Buy American Act-Supplies
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.222-50 Combating Trafficking in Persons ( non-commercial services awards that do not exceed \$500,000)
- 52.222-56 Certification Regarding Trafficking In Persons Compliance Plan (when applicable)
- 52.232-11 Extras
- 52.239-1 Privacy or Security Safeguards (see form SI 147B)
- 52.233-3 Protest After Award
- 52.244-6 Subcontracts for Commercial Items

### Additional FAR clauses that apply when applicable:

- 52.204-6 Data Universal Numbering System (DUNS) Number
- 52.204-7 System for Award Management
- 52.208-4 Vehicle Lease Payments
- 52.208-5 Condition of Leased Vehicle
- 52.208-6 Marking of Leased Vehicles
- 52.208-7 Tagging of Leased Vehicle
- 52.211-6 Brand Name or Equal
- 52.211-17 Delivery of Excess Quantities 52-233-4 Applicable Law for Breach of Contract Claim
- 52.222-54 Employment Eligibility Verification (E-Verify)
- 52.228-8 Liability and Insurance Leased Motor Vehicles
- 52.236-5 Material and Workmanship
- 52.247-29 F.o.b. Origin
- 52.247-34 F.o.b. Destination

# Smithsonian Institution

## Privacy and Security Clause

**1. Smithsonian Data:** (a) The Smithsonian Institution (“Smithsonian”) retains sole ownership of, and unrestricted rights to, any and all physical or electronic information collected, processed, or stored by or on behalf of the Smithsonian (“Smithsonian Data”), which is defined to include personally identifiable information, *i.e.*, information about individuals, which may or may not be publicly available, that can be used to distinguish or indicate an individual’s identity, and any other information that is linked or linkable to an individual, such as medical, educational, financial or employment information (“PII”). (b) Contractor shall maintain, transmit, and retain in strictest confidence, and prevent the unauthorized duplication, use and disclosure of Smithsonian Data. (i) Contractor shall only access, maintain, use, and disclose Smithsonian Data to the extent necessary to carry out the requirements of this contract, and shall not use Smithsonian Data for testing or training purposes. (ii) Contractor shall only provide Smithsonian Data to its authorized employees, contractors, and subcontractors and those Smithsonian employees, contractors, and subcontractors who have a valid business need to know such information in order to perform duties consistent with this contract. (iii) Contractor shall ensure that all Smithsonian Data is protected from unauthorized access, disclosure, modification, theft, loss, and destruction. (iv) Contractor shall not disclose Smithsonian Data without the Smithsonian’s advance written authorization. If Contractor receives a legal request (such as a subpoena), or becomes subject to a legal requirement or order to disclose Smithsonian Data, Contractor shall (1) immediately notify the Contracting Officer’s Technical Representative (“COTR”) of it and afford the Smithsonian the opportunity to contest such disclosure, (2) assert the confidential nature of the Smithsonian Data, and (3) cooperate with the Smithsonian’s reasonable requirements to protect the confidential and proprietary nature of Smithsonian Data. (v) Contractor shall not transfer access to any Smithsonian Data in the event of a Contractor merger, acquisition, or other transaction, including sale in bankruptcy, without the prior written approval of the Contracting Officer. (c) Contractor shall provide the Smithsonian reasonable access to Contractor facilities, installations, technical capabilities, operations, documentation, records, databases, and personnel, and shall otherwise cooperate with the Smithsonian to the extent required to carry out an audit for compliance with the requirements in this contract. Contractor shall, as requested by the COTR, complete, or assist Smithsonian staff with the completion of, a privacy and/or security review which might include providing requested information and documentation about how Smithsonian Data is used, collected, maintained, stored, or shared. (d) Contractor shall make any Smithsonian Data accessible to the COTR as soon as possible, but no later than ten calendar days of receiving a request from the COTR, and shall transfer all Smithsonian Data to the COTR no later than thirty calendar days from the date of such request from the COTR. Contractor shall, when required to transfer

Smithsonian Data to the COTR under the terms of this contract, provide that Smithsonian Data in one or more commonly used file or database formats as the COTR deems appropriate. (e) Unless otherwise specified in this contract, Contractor shall purge any Smithsonian Data from its files and shall provide the COTR a Certificate of Destruction confirming the purging of the Smithsonian Data within forty-five calendar days of receiving a request from the COTR or at the expiry of this contract. (f) Contractor shall only be permitted to use non-Smithsonian provided information technology resources to access or maintain Smithsonian Data if Contractor provides, and the COTR approves, the following written certifications about the non-Smithsonian provided information technology resources: (i) Contractor shall maintain an accurate inventory of the information technology resources; (ii) Contractor shall keep all software installed on the information technology resources, especially software used to protect the security of the information technology resources, current and free of significant vulnerabilities; (iii) Contractor shall encrypt all Smithsonian Data stored or accessed on a non-Smithsonian provided mobile device (*e.g.*, phone, laptop, tablet, or removable media) using a Federal Information Processing Standards 140-2 certified encryption method; (iv) Contractor shall utilize anti-viral software on all non-SI information technology resources used under this contract; and (v) Contractor shall encrypt all transmissions of PII using Transport Layer Security 1.2 or higher with secure cyphers. Secure Sockets Layer shall not be used. (g) Unless more substantial requirements are provided for herein, Contractor is responsible for, at a minimum, applying industry best practice background screening, security and privacy training, and other appropriate personnel security safeguards to the services performed under this contract. (h) Contractor shall, if requested by the COTR, require its employees to sign a nondisclosure agreement, sign a conflict of interest agreement, and/or sign an acknowledgement of the requirements in this contract.

**2. Privacy Breach or IT Security Incident:** In the event of (i) any action that threatens or is likely to threaten the confidentiality, integrity, or availability of Smithsonian IT resources (including computer hardware and software, data, communication links, mobile devices, digitized assets, automated processes, physical computing environments, and associated personnel, whether located inside or outside of the Smithsonian); (ii) any activity that violates Smithsonian IT Security policies provided by the COTR; (iii) any suspected or confirmed loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or situation where persons other than authorized users or for an other than authorized purpose have access or potential access to Smithsonian Data or PII in a usable form, whether physical or electronic; or (iv) any suspected loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or situation where persons other than authorized users or for an other than authorized

## Smithsonian Institution

### Privacy and Security Clause

purpose have access or potential access to PII in a usable form, whether physical or electronic (collectively, "Incident"), Contractor shall: (a) Immediately, but no later than twenty-four hours after discovery, report the Incident to the Smithsonian Office of the Chief Information Officer ("OCIO") Help Desk by calling 202-633-4000 and, if the OCIO Help Desk does not answer the telephone, leaving a voicemail which includes the name of Contractor, a brief summary of the Incident, and a return telephone number; (b) The Contractor shall cooperate with Smithsonian investigations and response activities for breaches or incidents that include the Contractor's IT resources or personnel. (c) Follow industry standard best practices to correct and mitigate any damages resulting from the Incident; and (d) Indemnify and hold the Smithsonian harmless from any costs incurred by the Smithsonian in connection with such Incident caused in whole or part by Contractor's failure to comply with its obligations under this contract.

**3. Public-Facing Software:** (a) Any application, system, software, or website used to fulfill the terms of this contract and accessed by members of the public ("Public-Facing Software") shall comply with Smithsonian's Privacy Statement (located at <http://www.si.edu/Privacy>) and the Smithsonian Kids Online Privacy ("SKOP") Statement (located at <http://www.si.edu/privacy/kids>), and shall provide the public with privacy notices in locations that are acceptable in accordance with these policies. (b) For kiosks and interactives developed by Contractor, the Contractor shall take all reasonably necessary steps to ensure they will be maintained with antivirus software and routine patching. (c) If Contractor discovers that information was collected from someone under the age of 13 in violation of the SKOP's parental permission requirements, Contractor shall provide notice to the Smithsonian Privacy Office as soon as possible, but no later than 24 hours after discovery, and delete that information as soon as possible, but no later than 24 hours after discovery. (d) Any Public-Facing Software that employs tracking technology (such as geolocation or a cookie, web bug, or web beacon) or collects contact information shall provide all users with an appropriate and accessible opportunity to accept or decline ("opt-in") the use of any tracking technology prior to its use (*i.e.*, "just in time" notice and consent) as well as: (i) for those who decline the "opt-in," reasonable access to the Public-Facing Software; and (ii) for those who "opt-in," a subsequent and accessible opportunity to request that the tracking or communications cease (*i.e.*, "opt-out").

**4. Cardholder Data and PCI Sensitive Authentication Data:** (a) Any Contractor that collects, processes, stores, transmits, or affects the security of cardholder data or Payment Card Industry ("PCI") sensitive authentication data, either directly or through a third party, in order to carry out the requirements of this contract shall provide the COTR: (i) before this contract begins and annually thereafter, for Contractor and for any third party vendor that processes,

stores, transmits, or affects the security of cardholder data or PCI sensitive authentication data, a current, complete, comprehensive, and signed PCI Data Security Standard ("DSS") Attestation of Compliance (AOC), a template for which may be accessible in the online document library of the PCI Security Standards Council ("SSC"); (ii) the *PCI DSS Requirement Management Form* provided by the COTR, which asks whether Contractor or a third party shall be responsible for ensuring that certain key DSS requirements are met; (iii) for each Payment Application, *i.e.*, application, system, software, or website used to electronically process, store, or transmit cardholder data or PCI sensitive authentication data as defined by the SSC, the listing from the SSC website's List of Validated Payment Applications; (iv) for each payment device, the listing from the SSC website's Approved Personal Identification Number Transaction Security ("PTS") Devices list; (v) for each system used to process Point of Sale card-present transactions, the listing from the SSC website's Point-to-Point Encryption Solutions list; and (vi) if requested, any additional evidence needed to determine the PCI compliance of activities related to this contract. (b) All credit card-present transactions at the Smithsonian must be processed through a PCI SSC P2PE solution and be EMV compatible. (c) Contractor shall provide the documents and listings identified in Paragraph 4(a) before it shall be permitted to use the relevant technology, and shall provide updated documents and listings to the COTR for review and approval before a system change results in one or more of the required documents or listings becoming inaccurate. (d) Each payment device that collects, processes, stores, transmits, or affects the security of cardholder data or PCI sensitive authentication data, either directly or through a third party, must adhere to the current PTS standard maintained by the SSC. (e) Each system used to process Point of Sale card-present transactions must comply with the Smithsonian Office of the Chief Information Officer ("OCIO") standards provided by the COTR, to include the Technical Note IT-930-TN99, *Implementation of P2PE Devices and TransArmor Services*, or its successor.

(f) Contractor shall be responsible for securing cardholder data or PCI sensitive authentication data any time Contractor possesses or otherwise stores, processes or transmits on behalf of the Smithsonian, or to the extent that Contractor could impact the security of the Smithsonian's cardholder data environment, *i.e.*, the people, processes and technologies that store, process, or transmit cardholder data or PCI sensitive authentication data by, or on behalf of, the Smithsonian. (g) Additional requirement for service providers only: Service providers acknowledge in writing to customers that they are responsible for the security of cardholder data the service provider possesses or otherwise stores, processes, or transmits on behalf of the customer, or to the extent that they can impact the security of the customer's cardholder data environment.

**5. IT Systems and Cloud Services:** (a) For any Cloud System (*i.e.*, computing service provided on-demand via a

## Smithsonian Institution Privacy and Security Clause

shared pool of configurable resources instead of via separate dedicated computing resources or information technology system) Contractor develops, operates, or maintains on behalf of the Smithsonian, Contractor shall provide the necessary documentation, security control evidence, and other information needed to complete federal security Assessment and Authorization activities in accordance with the National Institute of Standards and Technology Risk Management Framework. (b) For Cloud Systems that have been Federal Risk and Authorization Management Program (“FedRAMP”) certified, Contractor shall provide FedRAMP documentation to the Smithsonian for review and shall cooperate with Smithsonian requests for clarification or further evidence. (c) For Cloud Systems which are not FedRAMP certified, and all other Contractor-hosted systems and websites, Contractor shall complete all requested Smithsonian Assessment and Authorization documentation and shall fully cooperate with the Smithsonian’s security assessment process, including providing requested security control evidence and access to interview appropriate Contractor personnel about security controls. (d) For websites or web servers hosted outside of the Smithsonian Herndon Data Center, the Contractor must allow OCIO to perform vulnerability scanning and penetration testing. Website owners should consult with information technology security staff to determine specific needs for their environment.

(e) The Contractor shall maintain all Smithsonian Data inside the United States. (f) For Contractor custom developed (non-COTS) systems and websites to be hosted at the Smithsonian, Contractor shall complete all requested Smithsonian Assessment and Authorization documentation for the components/aspects of the system provided by Contractor, and shall fully cooperate with the Smithsonian’s security assessment process, including providing requested security control evidence and access to interview appropriate Contractor personnel about security controls. (g) For Contractor developed applications or Contractor built interactive systems (e.g., public-facing exhibit technology incorporated through digital signage, custom interactives, content players, media players, audio streaming devices, lighting or control automation systems), Contractor shall not circumvent the security of system (e.g., the use of backdoor or maintenance hook provisions are prohibited). (h) Contractor shall not implement into live production or use any system or website operated for the Smithsonian or containing Smithsonian Data until security and privacy authorization has been granted in writing by the Smithsonian Office of the Chief Information Officer (“OCIO”) and the Smithsonian Privacy Officer via the COTR. Contractor will resolve security deficiencies in order to successfully meet the applicable requirements of this section.

**6. Credentials and Network Access:** (a) Contractor and Contractor’s employees who have access to Smithsonian network/systems shall, when requested by the COTR, complete Smithsonian-provided privacy and security training

course(s), sign a nondisclosure agreement, sign a conflict of interest agreement, sign an acknowledgement of the requirements in this contract, provide fingerprints, pass a Smithsonian background check, and/or provide notice of the results of that background check to the COTR. The content and timing of the course(s), agreement, or background check shall be substantially similar to one that would be required of a Smithsonian employee with access to similar Smithsonian networks/systems. (b) Contractor shall notify the COTR at least two weeks before any of Contractor’s employee requiring a Smithsonian credential, network account or other access, or other Smithsonian-furnished equipment stops supporting the work of this contract. In the event that Contractor is not provided two weeks’ notice by its employee, Contractor will notify the COTR as soon as Contractor becomes aware of the employee’s departure from the contracted work. (c) Contractor shall, when any employee requiring a Smithsonian credential, network account or other access, or other Smithsonian furnished equipment stop supporting the work of this contract, provide such employee’s Smithsonian credential and any Smithsonian furnished equipment to the COTR within three business days.

**7. Additional Terms:** The bolded headings at the start of each section of this Smithsonian Institution Privacy and Security Clause are included only to assist the reader in navigating this Smithsonian Institution Privacy and Security Clause. The Parties intend the bolded headings to have no legal effect, and agree that the bolded headings are not intended to limit or modify any other language in this Smithsonian Institution Privacy and Security Clause.

## **SMITHSONIAN INSTITUTION INDEPENDENT CONTRACTOR CLAUSES**

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

- (1) Contractor is responsible for providing, at Contractor's own expense and as necessary, disability, unemployment, workers compensation and other insurance, including adequate liability and property insurance, training, permits, and licenses for Contractor and for Contractor's employees.
- (2) Contractor is responsible for paying all taxes and income taxes, including estimated taxes, incurred as a result of the payments by Smithsonian to Contractor for performance of this contract.

The parties, by this contract, do not intend to create a partnership, principal/agent, or joint venture relationship, and nothing in this contract shall be construed as creating such a relationship between the parties. Neither party may incur any obligation on behalf of the other.

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

### **WARRANTIES AND REPRESENTATIONS**

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

### **RESPONSIBILITY FOR SMITHSONIAN PROPERTY**

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

### **NO WAIVER OF RIGHTS**

Neither the Smithsonian's review, approval, acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any cause of action arising out of the Contractor's performance of this contract.

### **INDEMNIFICATION**

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





# Smithsonian Institution

## Office of Contracting and Personal Property Management

Notice to all Current and Prospective Smithsonian Institution Contractors

Subject: Mandatory Registration in the System for Award Management (SAM)

Individuals and companies that want to do business with U.S. government agencies, including the Smithsonian Institution, are required to maintain active and valid registrations in the System for Award Management (SAM). We are informing you of this requirement because you are a vendor who is already providing goods or services to the Smithsonian, have been requested to present pricing and/or proposals for goods or services, or currently participating in a Smithsonian solicitation for goods or services. Smithsonian employees are not authorized to complete contract and purchase order awards to vendors whose SAM registrations cannot be verified as active.

Registration with SAM is free and best accomplished via <https://www.sam.gov>. Before you begin SAM registration you will be required to obtain a DUNS number from Dun & Bradstreet (D&B). Access to D&B is available from the SAM website or at the company website, <http://www.dandb.com>. DUNS numbers are free when you indicate the number is needed to complete registration for U.S. government contract and grant awards. **Please note: Both the SAM and D&B websites include advertisements for private businesses offering registration assistance and other services for a fee. The utilization of such businesses is at your discretion and any fees paid are not reimbursable by the Smithsonian.**

Included with this letter are tips on how to register in SAM. These have been written by the Smithsonian Office of Contracting and Personal Property Management and are intended to convey specific information on how to register with SAM to do business with the Smithsonian. Full guidance on how to register in SAM is available from the Federal Services Help Desk (FSD) and Professional Technical Assistance Centers, as described in the tips.

Beginning on March 23, 2018, SAM requires all entities to mail a notarized letter to designate a system administrator before registration is completed. Please allow time within your registration planning and process to accommodate this requirement. The notarized letter must contain specific language written by SAM and outlined on the FSD website. More information on this notarized letter is contained in the tips portion of this letter.

Thank you for your attention to this matter. If you received this letter in conjunction with a solicitation or Request for Quote, please address any questions you may have to the Smithsonian point of contact whose name and telephone number are provided therein.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Dempsey", written over a horizontal line.

Thomas E. Dempsey  
Director

PO Box 37012, CC 350, MRC 1200  
Washington, DC 20013-7012  
202.633.7290 Telephone  
202.633.7410 Help Desk



### **General Tips for Businesses To Register in SAM**

1. **There is assistance directly on the SAM website to start registration.** Look for quick start guides and the SAM user manual using the Help tab on the SAM.gov website. These guides are helpful for vendors in completing the SAM registration process.
2. **You control all information entered into SAM, and may opt out of public searches.** If you choose to opt out of public searches, please notify the Smithsonian employee you are working with and provide confirmation of your SAM registration.
3. **Your IRS Tax Payer Consent Name in SAM must match your Legal Business Name in Duns and Bradstreet (D&B).** The Smithsonian will use your Legal Business Name in D&B to register you in our internal payment and tax reporting system. If your Legal Business Name in D&B and your Tax Payer Consent Name in SAM do not match this will create problems for you both while receiving payment from the Smithsonian and when paying taxes. (These two names may be different only if you are a single member LLC, and you report and pay taxes to the IRS using the owners name and tax id. In this case, IRS will count the owners name and tax id as the legal business name while disregarding the legal business name of the LLC registered in SAM.)
4. **You must register as eligible to receive “All Awards”.** When establishing an account, vendors have the option to register to receive either “All Awards” or “Federal Assistance Awards Only.” All Awards includes all procurement transactions issued by the Smithsonian. To do business with a vendor they must be registered appropriately. The Smithsonian does not distribute federal assistance awards, and cannot do business with vendors who are registered only to receive such awards.
5. **There can be no breaks in registration after completion.** After you have completed registration you will be required to update your information if it ever changes (such as mailing address or banking records) and notify Smithsonian staff as soon as possible. You will also be required to validate your registration at least annually. Your SAM registration must be active throughout the term of the award and when modifications or amendments to awards are required.
6. **Free assistance with SAM registration is available via the Federal Service Desk (FSD).** This is available at <http://www.fsd.gov>, 24 hours a day, or at the toll-free number 1-866-606-8220, from 8:00 am to 8:00 pm ET.
7. **Procurement Technical Assistance Centers (PTAC) offer free assistance with SAM registration and obtaining a DUNS.** These centers are non-profit, non-governmental organizations established to assist you with doing business with the government. You must use the local or regional office closest to your business address. Locate the center nearest at <http://www.aptac-us.org>.

## Tips for Businesses To Register in SAM – Submitting a Notarized Letter

Guidance for the required notarized letter is found at [www.fsd.gov](http://www.fsd.gov) in the frequently asked questions section. The following information is extracted from the guidance. For further questions regarding the letter requirement, please contact FSD.

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Excerpted from the FAQ section of [www.fsd.gov](http://www.fsd.gov).

When you register a new entity in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) to do business with the U.S. Government, we require a notarized letter stating you are the authorized Entity Administrator before we will activate your SAM.gov entity registration.

1. This notarized letter needs to:
  - Be on your company/organization letterhead
  - Be signed by your company President, CEO, or other authorized signature authority
  - Contain your company/organization DUNS Number
  - Contain your company/organization Legal Business Name (as associated with the DUNS Number)
  - Contain your company/organization physical address (as associated with the DUNS Number)
  - Contain the new Entity Administrator's name, phone number, address, and email address
  - Contain the following statement above the signature block of your letter with the appropriate information inserted where noted:

“The purpose of this notarized letter is to designate **[insert name of Entity Administrator]** as Entity Administrator for **[insert Legal Business Name]**. I, **[insert Name and Title of signatory]**, hereby confirm that **[insert name of Entity Administrator]** is an authorized officer, agent, or representative of **[insert entity Legal Business Name, or, for individuals representing themselves, say him/herself]**. This letter will authorize **[insert name of Entity Administrator]** to have access to the System for Award Management (SAM). SAM is a computer system managed by the U.S. Government, and it is only accessible by individuals who are either authorized to represent a particular entity, or by individuals representing themselves. Accessing or using SAM, or information contained therein, for any unauthorized or illegal purposes, may have civil and criminal penalties, and may negatively impact the status of the SAM registration maintained on this entity. I, the below-signed, attest to the accuracy of all information contained in this letter.”

2. There is no cost to register in SAM -- it is free. However, if you choose to have a third-party company administer your SAM registration, with or without an associated fee, include the following statement in your notarized letter:

“For the purpose of registering with the United States Government through the online System for Award Management (SAM), I do hereby authorize **[insert name, phone number, address, and email address of the Third-Party Agent]** to act on behalf of **[insert entity Legal Business Name, DUNS Number, physical address, authorizing party's email address, and phone number]**. This authorization permits **[insert name, phone number, address, and email address of the Third-Party Agent]** to conduct all normal, common business functions within SAM while binding the signatory to all actions conducted and representations made as a result of authorization granted herein.

3. If you will not have a third-party company managing your SAM registration, include the following statement in your notarized letter:

“For the purpose of registering with the United States Government through the online System for Award Management (SAM), I do not authorize any third party to act on behalf of **[insert entity Legal Business Name]**.”

4. Letters omitting either the third-party authorization referenced in Step 2 or the statement referenced in Step 3 will be considered unacceptable.
5. The new Entity Administrator must have an individual SAM User Account created with the e-mail address provided in the notarized letter.
6. You must mail the original letter signed by the Notary to:

FEDERAL SERVICE DESK  
ATTN: SAM.GOV REGISTRATION PROCESSING  
100 CAPITOL COMMERCE BLVD STE 309  
MONTGOMERY, AL 36117-4260

7. We will review your letter prior to activating the SAM registration.

## Background Investigations and Credentials for Contractors' Personnel

This information applies to the Contractor's employees and subcontractors, who provide services for the Smithsonian Institution (SI). All contractors are subject to SI security directives in effect during the duration of their contracts with the SI.

1. **Background Investigations.** Specifically, all Contractor's employees to be assigned to the SI under this contract shall be required to receive an SI Credential if their association with SI will be greater than thirty (30) days and they will need access to staff-only areas of SI controlled facilities and leased spaces. Prior to being issued this SI Credential, the Contractor's employees shall be required to undergo and pass an appropriate background investigation and complete security awareness training. The Contractor's employees whose associations with the SI shall be less than 30 days shall not receive a background investigation or SI Credential, however, they must be escorted by Credentialed personnel at all times when in staff-only areas of SI facilities. Upon successful completion of a background investigation, the Contractor's employees to be assigned to SI shall be issued an SI Credential that must be worn and visible at all times while on duty and within staff-only areas of SI facilities. If the nature of the work does not require escorted access to SI facilities, or when SI Credentialed staff can accompany contractors at all times, the Contractor and/or Contractor's employees may begin work prior to receiving an SI Credential. Contractor's and subcontractor's employees shall not be allowed unescorted access to SI staff-only areas until they undergo an adjudicated background check and receive an SI Credential.
2. **Forms, Information and Reviews Required.** The Contracting Officer's Technical Representative (COTR), or other designated SI employee, shall furnish the Contractor with an OF-306 (Declaration for Federal Employment form). An OF-306 must be completed by each person employed by the Contractor who shall be assigned to SI. Completed forms OF-306 must be returned by the Contractor to the COTR, or other designated SI employee, within ten (10) workdays from receipt of the forms. Upon notification from the COTR or designated SI employee the Contractor shall send each employee to be assigned to this contract to the SI Personnel Security and ID Office for fingerprinting. For contractors to SI organizations outside the Washington DC and New York City areas, SF-87 Fingerprint Cards shall be provided to the Contractor by the COTR or other designated SI employee. If necessary, the forms SF-87 shall be submitted by the Contractor with the OF-306. Based on the information furnished, the SI shall conduct a background investigation referred to as Special Agreement Checks (SAC). The SAC includes but is not limited to:
  - Security Agency Checks (record of previous suitability determinations)
  - FBI National Criminal History Check
  - Law Enforcement ChecksSI shall review the investigation results and determine if the contractor and contractor's employees did not provide their true identities, or are otherwise not suitable for an SI Credential. SI shall provide the contractor with reasonable notice of the determination, including specific reason (s) the individual(s) has been determined to not have provided his/her true identity or is otherwise unsuitable for an SI Credential. The contractor or subcontractor has the right to answer the notice in writing and may provide documentation that refutes the validity, truthfulness, and/or completeness of the SI initial determination. After consideration of the initial determination and any documentation submitted by the contractor for reconsideration, the Director, Office of Protection Services (OPS), SI, or his/her designee, shall issue a written decision. The reconsideration decision by the Director, OPS, shall be final.
3. **Term Requirement for SI Credentials.** Throughout the life of the contract, the Contractor shall provide the same data for each new employee(s) or subcontractor(s) who will be assigned to this contract. The Contractor's SI Credentials shall expire annually and must be renewed, if necessary. It is the Contractor's responsibility to initiate the renewal process. The Contractor is not required to submit another set of background investigation forms for the Contractor's employees who have already been through this process.
4. **Relinquishing SI Credentials.** Upon expiration of the contract, or removal or termination of the Contractor's employees assigned to SI facilities, the Contractor shall return all SI Credentials issued to the Contractor's and /or subcontractor's employees to the COTR or other designated SI employee.

## SMITHSONIAN INSTITUTION RIGHTS-IN-DATA CLAUSE

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

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



## COLLECTIONS MANAGEMENT

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### A. Purpose

This directive implements and establishes policies according to the *Smithsonian Institution Collections Management Guidelines*, approved by the Board of Regents and issued by the Secretary in May 1999 (Appendix A). Collections management is the deliberate development, maintenance, preservation, documentation, use, and disposition of collections. Collections include objects, natural specimens, artifacts, and other items that are acquired, preserved, and maintained for public exhibition, education, and study.

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**A. Purpose**  
(Continued)

The *Smithsonian Directive (SD) 600 Implementation Manual* provides technical guidance, advice, and information to assist collecting units in achieving the standards and implementing the policies set forth in this directive.

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**B. Background**

The collecting units of the Smithsonian develop, maintain, preserve, research, interpret, and, in the case of living plants and animals, propagate, collections of art, artifacts, and natural specimens. The acquisition, preservation, management, and study of collections are fundamental to the Smithsonian's mission and have been the foundation upon which its reputation rests. Assembled over more than 150 years, the national collections are central to many of the core activities and to the vitality and significance of the Smithsonian. Collections serve as an intellectual base for scholarship, discovery, exhibition, and education. Collections also provide content for Smithsonian ventures such as publishing, licensing, and media projects.

Each Smithsonian collecting unit maintains its own unique collection, purpose, character, and role in achieving the Smithsonian's mission of "the increase and diffusion of knowledge." Among the vast collections are irreplaceable icons of the nation, examples of common life, and scientific material vital to the study of the world's natural and cultural heritage. Smithsonian collections represent a diverse range of materials and disciplines, including works of art, historical artifacts, natural and physical science specimens, living animals and plants, images, archives, libraries, audio and visual media, and their associated information. Together, they preserve the past, increase our understanding of society and the natural world in which we live, and support the research that expands human knowledge in the arts, humanities, and sciences. The scope, depth, and unparalleled quality of these collections make it



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**B. Background**  
(Continued)

imperative to ensure that they are properly preserved and made accessible for current and future generations to behold, enjoy, and study.

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**C. Applicability**

This directive applies to all collecting units—Smithsonian units that have delegated collecting authority to acquire and manage collections. Only designated collecting units, as listed in the *SD 600 Implementation Manual*, have the authority to acquire and manage collections.

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**D. Authority and Responsibility**

The acquisition and possession of collections impose legal and ethical obligations to provide proper management, preservation, and use of the collections and their associated information.

Collections management responsibilities are delegated as follows:

1. ***The Board of Regents***, acting through the Secretary, the Under Secretaries, the Director - International Art Museums Division, and each collecting unit director, is responsible for assuring that
  - a. the scope of each collection supports the Smithsonian and collecting unit mission
  - b. collections growth is balanced with available resources
  - c. personnel, facilities, equipment, and support are reasonably allocated to meet the ongoing needs of the collections
  - d. prudent collections management policies are established, implemented, and monitored
2. The Board of Regents retains ultimate oversight authority and fiduciary responsibility for Smithsonian collections, which are dedicated to furthering the Smithsonian's mission for the "increase and diffusion of knowledge." The Board of Regents delegates to the Secretary operational oversight authority for the collections.

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**D. Authority and Responsibility**  
(Continued)

3. ***The Secretary*** is responsible for establishing and overseeing appropriate policies and programs and ensuring compliance with applicable laws and regulations. The Secretary may delegate to the Under Secretaries, the Director - International Art Museums Division, collecting unit directors, and other appropriate staff the responsibility to implement established policies and carry out the direct management and care of Smithsonian collections.
4. ***The Under Secretaries and the Director - International Art Museums Division*** ensure that Smithsonian collections are managed in compliance with this directive through oversight of collecting unit directors.
5. ***The collecting unit director*** is responsible for
  - a. unit policy guidance, program direction and planning, and budget support to carry out the collections management requirements established in this directive
  - b. establishing collecting priorities to guide the development of collections
  - c. establishment, review, and revision of unit collections management policies
  - d. unit compliance with this directive, *SD 600 Implementation Manual*, and unit collections management policy, including an annual report on compliance
  - e. delegating authority and assigning collections responsibility to the appropriate unit staff
6. A collecting unit may have an advisory board or commission, created by the Board of Regents or pursuant to federal statutes, to provide advice and assistance to the Board of Regents, Secretary, and collecting unit directors. The role of advisory boards or commissions with respect to collections shall be specified in bylaws approved by the Board of Regents. By statute or legal agreement, the Boards of the Archives of American Art, Hirshhorn Museum

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**D. Authority and Responsibility**  
(Continued)

and Sculpture Garden, and National Museum of the American Indian have been given sole authority for specified collections management decisions. This authority shall be carried out in accordance with the general policies of the Board of Regents and applicable directives established by the Secretary, including this directive.

7. ***Collecting unit staff members*** are responsible for carrying out their delegated collections management responsibilities to ensure
    - a. implementation of established collections management policies and procedures
    - b. adherence to applicable professional practices
    - c. proper management, preservation, and use of collections
    - d. the integrity and accuracy of collections information
  8. ***The National Collections Coordinator, National Collections Program, Smithsonian Institution Archives***, is responsible for
    - a. monitoring the implementation of this directive
    - b. ensuring the development and application of the *SD 600 Implementation Manual*
    - c. advising the Under Secretaries and Director - International Art Museums Division on the effectiveness and implementation of this directive
    - d. recommending revisions to this directive, as appropriate
  9. ***Other central offices***, such as the Office of General Counsel, Office of Protection Services, and the Office of the Treasurer's Division of Risk Management, provide a collections management service function to Smithsonian collecting units as specified in this directive and the *SD 600 Implementation Manual*.
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**E. Ethics**

The Smithsonian recognizes and accepts its fiduciary responsibility to provide proper management, preservation, and use of the collections and associated information it holds for the benefit of the public.

Smithsonian staff have legal, ethical, and professional obligations to maintain high levels of honesty, integrity, and loyalty to the Institution. These standards of conduct are set forth in SD 103, *Standards of Conduct*. SD 103 establishes Smithsonian policy regarding ethical standards to which all Smithsonian employees are required to adhere. Each collecting unit must have established procedures for implementing the requirements of SD 103 as well as other standards of professional conduct set forth in the *SD 600 Implementation Manual*.

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**F. Accounting for Collections**

Smithsonian collections are held for public exhibition, education, and research in furtherance of public service rather than financial gain. Collections are protected, kept unencumbered, cared for, and preserved, and they are subject to the requirement that proceeds from sales of collections are to be used to acquire other collection items. Accordingly, the Smithsonian does not treat its collections as assets for purposes of reporting in its financial statements. The Smithsonian adheres to the applicable financial reporting standards governing collections held in public trust as set forth in the *SD 600 Implementation Manual*. The National Collections Coordinator is responsible for submitting to the Office of the Comptroller the information required for disclosure on the Smithsonian's financial statement.

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**G. Exceptions**

Prudent exceptions to Smithsonian collections management policy may be permitted in appropriate cases when in the best interests of the Smithsonian. Exceptions to this directive must be approved according to the process set forth here and in the *SD 600 Implementation Manual*. The Secretary will report

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**G. Exceptions**  
(Continued)

annually to the Board of Regents on all exceptions to these policies that have been authorized during the reporting period.

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**H. Unit Collections  
Management Policy  
Requirements**

Smithsonian collections management is guided by the following principles:

- a. Each collecting unit develops, implements, and adheres to an authorized, written collections management policy to ensure the proper physical care and preservation of its collections; provide for the documentation of their identification, location, condition, and provenance; and ensure maximum accessibility consistent with their preservation, security, and legal considerations.
- b. Collecting unit policies adhere to the policies set forth in this directive and guidelines established in the *SD 600 Implementation Manual* and are consistent with Smithsonian and unit missions and goals.
- c. Collecting unit policies are periodically reviewed and, if necessary, revised and reauthorized.
- d. All Smithsonian collections have access and accountability policies for their use and management.

Each Smithsonian collecting unit designs policies specific to the nature, scope, and character of its collections. Collecting unit policies must have the approval of the National Collections Program, Office of General Counsel, appropriate Under Secretary or Director - International Art Museums Division, and the Secretary. Each collecting unit policy must include the following components and provisions.

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**1. Introductory  
Statements**

- a. **Statement of purpose.** A statement of purpose clearly defines the collecting unit's mission, goals, and objectives with regard to collections. The collecting unit's statement of purpose adheres to all Smithsonian policies, including this directive, as well as empowering laws and statutes.

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**1. Introductory  
Statements**  
(Continued)

- b. **Primary statement of authority.** The statement describes the operational authority of the collecting unit, stipulating the role and responsibilities of boards, committees, advisory commissions, director, and staff regarding the delegation of authority for collection activities. Collecting units must clearly establish lines of authority and responsibility for all collection activities and emphasize the maintenance of complete, written records regarding all collections-related decisions and activities.
- c. **Definition of collections.** Smithsonian holdings include museum, archive, and library collections. Collections may be categorized by legal and curatorial status and the intended use of the collections. Collections include items (referred to here as “collection items”) acquired for accessioned, non-accessioned, supplementary, study, or research collections, provided the items are acquired, preserved, and maintained for public exhibition, education, or research.
- d. **Collecting scope statement.** Collecting units must establish a collecting scope statement that defines its collecting parameters, goals, and objectives in relation to its mission and existing collections. Collecting scope statements ensure logical, responsible collections growth by establishing well-defined goals and priorities that guide collecting activities.

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**2. Acquisition and  
Accessioning**

*Acquisition* is the act of gaining legal title to a collection item or group of items.

*Accessioning* is the formal process used to acquire legally and to record a collection item or group of items into a Smithsonian collection.

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## **2. Acquisition and Accessioning** (Continued)

- a. **Principles.** The acquisition of collections is fundamental and critical to the vitality of the Smithsonian. The Smithsonian acquires collection items by a variety of methods, including gift, bequest, purchase, exchange, transfer, and field collecting. In addition, some Smithsonian collecting units may also acquire collections by propagation. The Smithsonian requires responsible, disciplined acquisition of collections through the following principles:
- (1) the acquisition of collections relevant to the mission and goals of the Smithsonian and individual collecting unit
  - (2) the establishment and periodic review of collecting scope statements which define collecting goals and priorities
  - (3) clear delegation of collecting authority within collecting units
  - (4) the use of formalized acquisition evaluation criteria
  - (5) strict adherence to professional ethics and all applicable laws and regulations relating to collections acquisition
- b. **Policy**
- (1) Collections may be acquired only in accordance with established authority and only when consistent with applicable law and professional ethics. All applicable federal, state, local, and international laws, treaties, regulations, and conventions will be observed and compliance documented.

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**2. Acquisition and  
Accessioning**  
(Continued)

- (2) The Smithsonian observes the highest legal and ethical standards in the acquisition of collections. Collecting units shall exercise due diligence in the acquisition of collections, including making reasonable inquiries into the provenance of collection items under consideration for acquisition, to determine that the Smithsonian can acquire a valid title to the collection item and the acquisition will conform to all legal and ethical standards as set forth in the *SD 600 Implementation Manual*.
- (3) As a general rule, collection items are acquired and accessioned only when there is a good faith intention to retain them in the Smithsonian collections for an indefinite period of time. Exceptions to this rule may be approved in accordance with guidelines established in the *SD 600 Implementation Manual*.
- (4) As a general rule, the Smithsonian only acquires unrestricted collections. Exceptions to this rule may be approved in accordance with guidelines established in the *SD 600 Implementation Manual*.
- (5) Consultation with the appropriate Under Secretary or Director - International Art Museums Division is required before acquisition of any collection that would require substantial resources beyond the collecting unit's allocated budget or substantial resources of other Smithsonian units for the management or preservation of the collection.



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**2. Acquisition and Accessioning**  
(Continued)

- (6) Among the various Smithsonian collecting units, some overlap in collecting is inevitable; however, competition for a particular acquisition is inappropriate. When more than one collecting unit seeks to acquire the same collection item, the directors concerned must agree on which unit will acquire the collection item. In those rare cases when the placement of a collection item cannot be resolved by the directors, the appropriate Under Secretaries and/or Director - International Art Museums Division will decide.
  - (7) The Smithsonian will avoid competitive bidding with federal organizations for collection items of common interest and will seek mutually acceptable agreements whenever the potential for competitive bidding with such organizations becomes apparent.
  - c. **Implementation.** Each collecting unit must
    - (1) establish authority and assign responsibility to approve, document, and process acquisitions and accessioning
    - (2) incorporate applicable guidelines for acquisitions and accessioning set forth in the *SD 600 Implementation Manual*
    - (3) establish evaluation criteria for acquisitions
    - (4) establish appropriate methods of acquisition
    - (5) ensure documentation of legal title and provenance of collection items acquired
- 

**3. Deaccessioning and Disposal**

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

*Disposal* is the act of physically removing a collection item or group of items from a Smithsonian collection.

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**3. Deaccession and Disposal**  
(Continued)

- a. **Principles.** As a general rule, collections are acquired for Smithsonian collections only when there is a good faith intention to retain the material for an indefinite time period. Collections are retained as long as they continue to serve the goals and objectives of the Smithsonian and can be properly maintained and used.

Deaccessioning and disposal are a legitimate part of responsible collections management. Prudent collections management includes judicious consideration of appropriate deaccessioning and disposal. The periodic review, evaluation, deaccessioning, and disposal of existing collections is intended to refine and improve the quality and relevance of the collections with respect to the Smithsonian's mission and purpose. Deaccession and disposal procedures are designed to insure thoughtful, well-documented consideration of each proposed collection item in the context of the long-term interest of the Smithsonian, the general public, and the collection item.

Deaccessioning and disposal occur for a variety of reasons, such as deterioration of collection items beyond usefulness; duplication or redundancy of collection material; insufficient relationship of collection items to the mission and goals of the collecting unit such that they are judged to be better placed elsewhere; repatriation; and selection for consumptive research or educational use.

The Smithsonian disposes of collections by a variety of methods, such as donation, transfer, exchange, sale, repatriation, and destruction. In addition, some Smithsonian collecting units may also record disposal of collections by death.

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**3. Deaccession and Disposal**

(Continued)

**b. Policy**

- (1) Collections may be deaccessioned and disposed of only in accordance with established authority and only when consistent with applicable law and professional ethics. All applicable federal, state, local, and international laws, treaties, and regulations and any other applicable restrictions will be observed and documented.
- (2) If the estimated value of a single collection item or a group of collection items considered for disposal is
  - (a) more than \$10,000, the collecting unit must obtain a written, independent appraisal or informed estimate of fair market value
  - (b) more than \$100,000, the collecting unit must obtain two written, independent appraisals or informed estimates of fair market value and approval of the deaccession and disposal from the Office of the General Counsel, the appropriate Under Secretary or Director - International Art Museums Division, and the Secretary
  - (c) more than \$500,000, the collecting unit must obtain two written, independent appraisals or informed estimates of fair market value and approval of the deaccession and disposal from the Office of the General Counsel, the appropriate Under Secretary or Director - International Art Museums Division, the Secretary, and the Board of Regents

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**3. Deaccession and Disposal**  
(Continued)

- (3) Smithsonian collecting units shall have a right of first refusal for collection items proposed for disposal, except as otherwise stipulated by authorizing legislation or other restrictions. Such transfers are without financial compensation, except when a collecting unit disposes of a collection item acquired through purchase.
- (4) Proceeds realized from the disposal of collection items must be designated for additional collection acquisitions.
- (5) The Secretary will report annually to the Board of Regents on deaccessions and disposals that have occurred during the reporting period.

c. **Implementation.** Each collecting unit must

- (1) establish authority and assign responsibility to approve, document, and process deaccessions and disposals
- (2) incorporate applicable guidelines for deaccessions and disposals set forth in the *SD 600 Implementation Manual*
- (3) establish evaluation criteria for deaccessions and disposals
- (4) establish appropriate methods of disposal

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**4. Preservation**

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

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#### **4. Preservation** (Continued)

- a. **Principles.** The Smithsonian has a responsibility to preserve and safeguard the collections it holds in trust for the public. Preservation is a critical and integral component of professional museum management and ensures that collections are available for use. The Smithsonian's ability to carry out its mission is directly related to its ability to preserve its collections and the information inherent in them. In addition, it is important that the Smithsonian preserve collection records and other documentary materials that support collections.

The Smithsonian is responsible for developing and implementing preservation strategies and policies that respect the diverse nature of its collections, while providing access to the collections. Preservation standards are developed in accordance with the mission of the collecting unit and the purpose or needs of the collection. The scope, significance, and quality of Smithsonian collections make it imperative that current research and educational use of collections is balanced with the need to preserve collections for future generations.

b. **Policy**

- (1) The Smithsonian shall provide the necessary preservation, protection, and security for all collections acquired, borrowed, and in the custody of the Institution, including their associated information.
- (2) The Smithsonian will balance current research and educational use with the preservation requirements of collection items to ensure that collections are maintained for future generations and rightfully serve their intended purpose.

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#### **4. Preservation** (Continued)

- (3) Any conservation intervention, restoration, destructive sampling, or consumptive use of collection items must be authorized, documented, and justified for the purpose of preservation or professional scholarship.
- c. **Implementation.** Each collecting unit must
  - (1) establish authority and assign responsibility for the preservation of collections
  - (2) incorporate applicable guidelines for preservation set forth in the *SD 600 Implementation Manual*
  - (3) establish and implement preservation policies, standards and procedures in accordance with the mission of the collecting unit and the nature, purpose, and use of the collections
  - (4) ensure that collections and their associated information are cared for and maintained in conditions that preserve and extend their physical and intellectual integrity for use in exhibition, research, and education

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#### **5. Collections Information**

*Collections information* is the documentation of the intellectual significance, physical characteristics, and legal status of collection items, as well as the collections management processes and transactions they undergo. Collections information is part of an ongoing process with documentation residing in a combination of manual files, electronic information systems, and media formats.

- a. **Principles.** The documentary value of a museum collection is a principal criterion for its excellence. Well-documented results of scientific, historic, and aesthetic research enable the Smithsonian to fulfill its mandate to increase and diffuse knowledge. The value of collections information lies in its quality, integrity, comprehensiveness, and potential for use.

The primary purpose of collections information is to provide access to Smithsonian collections, research findings, and the stories they can tell. To support this goal, the Smithsonian has a responsibility to

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**5. Collections  
Information**  
(Continued)

acquire, develop, and maintain collections information systems that enhance access to and accountability for its collections and research findings and to ensure long-term preservation of the resultant information in manual and electronic formats.

Collections information

- improves public and staff access to collections
- facilitates legal, physical, and intellectual control over collections
- enhances the informational integrity and value of collections as the foundation for research, exhibitions, publications, and educational programs

The Smithsonian is committed to the fundamental objective of effective use of its collections by placing collections information and images in computerized databases, maximizing the application of networked technologies, implementing professional documentation standards, and sharing collections information through collaborations among Smithsonian collecting units and with other educational and research institutions.

b. **Policy**

- (1) Collections information systems must support and meet Smithsonian and collecting unit missions and public access goals.
- (2) The Smithsonian seeks to provide the widest dissemination of collections information consistent with the stewardship responsibilities for its collections, associated documentation, and intellectual property rights.

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**5. Collections  
Information**  
(Continued)

- (3) The Smithsonian will develop, implement, and maintain automated collections information systems to facilitate collections management and make collections information accessible to the general public, scholars, and Smithsonian staff for educational and research purposes.
  - (4) The provenance of acquired collection items is a matter of public record. Sensitive information involving privacy, collecting localities, intellectual property restrictions, security, and restricted use may constrain access to collections information.
  - (5) Collections information, including all records of collections-related decisions and activities, must comply with established collecting unit standards and be maintained according to accepted practice.
  - (6) The Smithsonian is responsible for collections data development, maintenance, preservation, and retention. All media containing collections information are maintained for long-term use and must be preserved according to current archival policy and standards.
- c. **Implementation.** Each collecting unit must
- (1) establish authority and assign responsibility for developing, managing, and preserving collections information
  - (2) establish authority and assign responsibility for developing and managing collections information systems
  - (3) incorporate applicable guidelines for collections information set forth in the *SD 600 Implementation Manual*
  - (4) define and establish a collections information policy to meet Smithsonian and collecting unit objectives



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**5. Collections  
Information**  
(Continued)

- (5) establish documentation standards to ensure the quality, integrity, comprehensiveness, proper maintenance, management, and dissemination of collections information
- (6) maintain collections information of the historical, scientific, or aesthetic significance; legal status; provenance; and the use and management of its collections and collections in its custody
- (7) promote the widest dissemination of collections information consistent with its stewardship responsibilities

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**6. Inventory**

*Inventory* is an itemized listing of collection items, groups, or lots that identifies the current physical location of each item, group, or lot; the process of physically locating all or a selection of items for which the museum is responsible; and appropriate information to facilitate research, collections management, security, and access.

*Cyclical Inventory* is a planned inventory of collection items, conducted according to a predetermined schedule. Cyclical inventories may include a complete inventory or a specific percentage or sampling of the entire collection inventory as predetermined using statistically sound inventory methods.

- a. **Principles.** Effective collections management requires a continuous inventory system to support decisions regarding collections use, growth, storage, and security. In addition to facilitating research, documentation, and storage, an ongoing inventory system is an essential security device to deter and detect theft of collection items. Inventory records serve as a tool for accountability, and are also useful in supporting other Smithsonian programs when augmented with additional documented information.

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**6. Inventory**  
(Continued)

Full inventory control requires creating and maintaining reliable information about the identification, location, and accessibility of collection items. Inventory is a critical component of ongoing collections documentation.

- b. **Policy.** In order to safeguard Smithsonian assets, assure compliance with applicable laws and regulations, and promote efficient use of resources, Smithsonian collecting units must create and maintain accurate and current inventory records.
- c. **Implementation.** Each collecting unit must
  - (1) establish authority and assign responsibility for conducting, supervising, and approving cyclical inventories and reconciliation of collection records
  - (2) incorporate applicable guidelines for inventory set forth in the *SD 600 Implementation Manual*
  - (3) establish and implement an inventory process and a written cyclical inventory plan appropriate to the character and size of the collections in its care in accordance with the *SD 600 Implementation Manual*
  - (4) ensure adequate separation of duties and other internal controls to minimize the possible unauthorized removal of collection items and corresponding records

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**7. Risk Management  
and Security**

*Risk management* is the process of identification and evaluation of risk in order to prevent or minimize exposure to factors that may cause loss, damage, or deterioration of collections.

- a. **Principles.** The programmatic activities of the Smithsonian naturally involve an exposure of collections to risks of damage or loss. Exposure to risks can occur to a collection item when it is on exhibition or loan, in transit, in storage, or while

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**7. Risk Management  
and Security**  
(Continued)

being studied, treated, or handled. Collections are exposed to a variety of risks that may be avoided, reduced, and insured through a systematic risk management assessment program.

Prudent collections management requires identification and elimination or reduction of risks to the collections. Risk management requires thoughtful review of potential hazards including natural disasters, vandalism, theft, disease, space and environmental deficiencies, human error, mechanical or operational system failure, and deterioration.

**b. Policy**

- (1) The Smithsonian will endeavor to minimize and control the level of risk of loss or damage to collections through established collections management practices.
- (2) Effective management controls are the responsibility of all Smithsonian managers and supervisors responsible for collections, who assure sufficient control and accountability in accordance with SD 115, *Management Controls*.
- (3) Smithsonian staff have the obligation to be aware of the Institution's risk management and security process. Staff must note and communicate to the appropriate office, in accordance with the guidelines set forth in the *SD 600 Implementation Manual*, situations that create the potential for damage or loss to collections, personal injury, or legal liability.
- (4) Risk management and insurance is coordinated at the Smithsonian by the Office of the Treasurer's Risk Management Division and governed by SD 108, *Insurance and Risk Management*.

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**7. Risk Management  
and Security**  
(Continued)

- (5) Security is coordinated at the Smithsonian by the Office of Protection Services.
  - (6) Except in extraordinary circumstances, the Smithsonian does not insure its own collections while they are in the care and possession of the Smithsonian. Collections on loan to the Smithsonian and Smithsonian collections on loan to or in the custody of others will be insured as stipulated by authorized loan agreement or negotiated contract.
  - (7) Insurance proceeds from the settlement of claims for damage to Smithsonian collections will be used for the conservation and restoration of the specific collection item. Insurance proceeds received on account of a total loss of a collection item or in excess of the cost of conservation and restoration of a damaged collection item will be designated for collections acquisition.
  - (8) The Smithsonian maintains a disaster preparedness program that includes planning, response, and recovery from major disasters as well as evaluation and assessment following an incident. All Smithsonian facilities, owned or leased, must have a written, comprehensive disaster preparedness plan as required by SD 109, *Disaster Preparedness*.
- c. **Implementation.** Each collecting unit must
- (1) establish authority and assign responsibility for risk management and security activities
  - (2) incorporate applicable guidelines for risk management and security set forth in the *SD 600 Implementation Manual*
  - (3) ensure that collections are maintained in controlled areas that are adequately protected against fire, theft, vandalism, and natural disaster

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**7. Risk Management  
and Security**  
(Continued)

- (4) establish authority and assign responsibility for the development, implementation and coordination of the unit's disaster preparedness plan and program
  - (5) establish and implement a written comprehensive disaster preparedness plan for its facilities
  - (6) establish a security plan that protects the collections during both normal and high-risk activities
  - (7) establish procedures for immediately reporting and documenting damage, loss, or possible theft of collections in its custody and on loan
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**8. Access**

*Access* is the opportunity for the general public, scholars, and Smithsonian staff to utilize the diverse collection resources of the Smithsonian Institution.

a. **Principles.** To carry out its mission for "the increase and diffusion of knowledge," the Smithsonian promotes access to its collections and associated information through research opportunities, traditional and electronic exhibitions, educational programs and publications, reference systems, loan and exchange of collections, and electronic information services.

b. **Policy**

- (1) The Smithsonian will provide reasonable access to its collections and collections information consistent with its stewardship responsibilities. Physical and intellectual access to the collections must be balanced against preservation and protection concerns.
- (2) In keeping with its stewardship responsibilities, the Smithsonian will control, monitor, and document all access to and use of collections.

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## **8. Access**

(Continued)

- (3) Access to collections and collections information may be restricted due to resource limitations, security, object availability, intellectual property rights, applicable restrictions, and preservation constraints.
  - (4) Access fees may be charged only according to approved collecting unit policies in accordance with guidelines set forth in the *SD 600 Implementation Manual*.
  - (5) The Smithsonian Institution is not subject to the Freedom of Information Act (FOIA), which governs access by the public to federal agency records. The Smithsonian follows the intent and spirit of the law as a matter of policy. All requests citing FOIA must be referred to the Office of General Counsel.
- c. **Implementation.** Each collecting unit must
- (1) establish authority and assign responsibility to control, monitor, document, and provide access to physical collections and collections information
  - (2) incorporate applicable guidelines for access set forth in the *SD 600 Implementation Manual*
  - (3) establish policies, criteria, and procedures for permitting responsible access to physical collections and collections information

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## **9. Loans**

A *loan* is the temporary transfer of possession of collection items for an agreed purpose and on the condition that the collection item is returned at a specified time. Loans do not result in a change of ownership.

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## 9. **Loans** (Continued)

- a. **Principles.** Lending and borrowing collection items for public exhibition, research, and education is an integral part of the Smithsonian's mission. Loans between Smithsonian collecting units are fundamental to Institutional programs, as are loans to and from other educational and scientific organizations.

The Smithsonian adheres to the *Guidelines for Exhibiting Borrowed Objects* issued by the American Association of Museums (AAM). The text of the guidelines is included in the *SD 600 Implementation Manual*.

b. **Policy**

- (1) A collection item may be lent or borrowed only in accordance with established authority and only when consistent with applicable law and professional ethics.
- (2) As a general rule, Smithsonian collections will only be lent for public exhibition, research, and other educational purposes. Smithsonian collections may not be lent for commercial purposes or private pecuniary gain.
- (3) All loans are for a specified time period with option for renewal if appropriate. The Smithsonian does not permit indefinite or permanent loans.
- (4) Collections on loan to the Smithsonian and Smithsonian collections on loan to or in the custody of others will be insured as stipulated by an authorized loan agreement.
- (5) All loans to or from the Smithsonian must adhere to applicable federal, state, local, and international laws, treaties, and regulations.

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**9. Loans**  
(Continued)

(6) The Smithsonian may charge loan fees in addition to actual expenses from borrowing organizations according to approved collecting unit policies in accordance with guidelines in the *SD 600 Implementation Manual*.

(7) The Smithsonian lends collection items to high-ranking government officials according to guidelines established in the *SD 600 Implementation Manual*.

(8) Collection loans that are part of an affiliation with another organization are subject to the Affiliation Policy adopted by the Board of Regents in September 1996, this directive, and guidelines for loans set forth in the *SD 600 Implementation Manual*.

(9) Regardless of the length and type of loan, the Smithsonian retains fiduciary responsibility for the continued oversight of its collections.

- c. **Implementation.** Each collecting unit must
- (1) establish authority and assign responsibility to approve, process, document, and monitor loans
  - (2) incorporate applicable guidelines for loans set forth in the *SD 600 Implementation Manual*
  - (3) establish policies, criteria, and procedures for lending and borrowing collections
  - (4) apply the provisions of the AAM Guidelines specified above in its borrowing activities

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**10. Intellectual Property Rights**

*Intellectual property rights* are rights and protections based on federal or state statutes or common law such as patent, trademark, copyright, privacy, and publicity.



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**10. Intellectual Property Rights**  
(Continued)

- a. **Principles.** The Smithsonian is both a holder and a user of intellectual property rights and therefore seeks to protect the intellectual integrity of collections and promote wide access to collections for educational purposes. In support of its mission to “increase and diffuse knowledge,” the Smithsonian strives to protect the intellectual property rights of creators and intellectual property owners, including the Institution itself as rights holder, and promote the responsible dissemination of knowledge.

Intellectual property rights are distinct from the right to possess the collection item itself and arise from its content. Holders of such rights may limit the uses that may be made of a collection item. The Smithsonian’s ability to use collection items or associated intellectual property may be subject to intellectual property rights held by others.

b. **Policy**

- (1) Smithsonian collections may be subject to intellectual property rights that may be owned by the Smithsonian or others. The Smithsonian will manage its collections and collections in its custody in a manner to avoid any infringement of intellectual property rights while promoting the widest possible dissemination of information about the collections. The Smithsonian will protect the intellectual property rights of creators and intellectual property owners, including the Institution itself as rights holder.
- (2) The Smithsonian may charge fees to outside organizations and individuals to use images of collection items. Image use and reproduction policies may reflect a fee schedule that distinguishes between different types of uses including educational, not-for-profit, and

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**10. Intellectual Property  
Rights**  
(Continued)

commercial purposes in accordance with SD 805, *Handling Outside Permission Requests to Use Smithsonian Images*, and the *SD 600 Implementation Manual*.

- (3) The Smithsonian may rely on the doctrine of fair use in making reproductions of collections for standard museum purposes, such as archival, research, educational, exhibition, and other similar uses. Fair use determinations must be made on a case-by-case basis, taking into consideration the legal parameters of the fair use doctrine.

c. **Implementation.** Each collecting unit must

- (1) establish authority to approve permissible use of collections information and images and assign responsibility for rights management
- (2) incorporate applicable guidelines for intellectual property rights set forth in the *SD 600 Implementation Manual*
- (3) establish policies and procedures to ascertain whether collection items or proposed acquisitions are encumbered by intellectual property rights or other restrictions and to determine what steps are required to obtain any rights necessary for the intended use of the item
- (4) establish policies and procedures for handling and documenting outside requests and permissions to publish or reproduce collections information and images in conformance with SD 805, *Handling Outside Permission Requests to Use Smithsonian Images*, and the *SD 600 Implementation Manual*
- (5) determine permissible uses of its collections information and images consistent with the mission of the Smithsonian and collecting unit and establish appropriate fee schedules accordingly

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**10. Intellectual Property Rights**  
(Continued)

- (6) ensure that collection records are consulted for possible restrictions or prohibitions to determine permissible image use and reproduction by the Smithsonian and others in all media formats such as print, electronic, audio, video, and the Internet
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**11. Specific Legal and Ethical Issues**

Certain types of collections present specific issues because of applicable legal and ethical standards. Collecting units that acquire, hold, or manage collections of these types must take these legal and ethical issues into account, including incorporating appropriate standards in the collecting unit collections management policy.

a. **Native American and Native Hawaiian Human Remains and Objects**

- (1) **Principles.** Native American and Native Hawaiian human remains, funerary objects, sacred objects, and objects of cultural patrimony are subject to the terms of the National Museum of the American Indian (NMAI) Act, as amended, 20 U.S.C. § 80q. Under the NMAI Act the Smithsonian is required to compile information about such material, to disseminate the information to and consult with tribes about collections that may be subject to repatriation, and, in certain circumstances, to return such material to affiliated Native American tribes, Native Hawaiian groups, or specified individuals. The Smithsonian Institution Repatriation Review Committee, established by the NMAI Act, serves as an advisory body to the Secretary or his designee on application of the NMAI Act. The applicable NMAI Act standards and guidelines for compliance are set forth in the *SD 600 Implementation Manual*.

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**11. Specific Legal and  
Ethical Issues**  
(Continued)

In addition to the applicable requirements of the NMAI Act, collecting units with Native American and Native Hawaiian collections should be aware of and sensitive to other issues that arise out of cultural concerns of Native American tribes or Native Hawaiian groups. Such concerns may relate to appropriate standards for the use and management of Native American or Native Hawaiian objects and interests in the intellectual content associated with such objects. Collecting units are encouraged to consult with Native American tribes and Native Hawaiian groups associated with objects in their collections and to take their interests into account in establishing policies for the management of these collections, provided that such policies are consistent with applicable law and the Smithsonian's duties for the care and management of its collections.

**(2) Policy**

- (a) Smithsonian repatriation of Native American and Native Hawaiian human remains and objects is governed by the requirements set forth in the National Museum of the American Indian Act, 20 U.S.C. § 80q (1989), as amended.
- (b) Final repatriation decisions are made by the Secretary or his designee, except for the collections of the National Museum of the American Indian. In accordance with the NMAI Act, the Board of Trustees of NMAI has sole authority to dispose of any part of NMAI collections. All repatriation decisions are subject to the general policies of the Board of Regents.

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**11. Specific Legal and  
Ethical Issues**  
(Continued)

- (c) Any Native American or Native Hawaiian collections whose repatriation is not required by the NMAI Act shall be managed in accordance with this directive. Decisions to return or repatriate collection items outside the scope of the NMAI Act will be evaluated and processed in accordance with routine and established deaccession and disposal policies and criteria.

**(3) Implementation**

- (a) Each collecting unit must determine if its collections include Native American or Native Hawaiian materials to which the requirements of the NMAI Act may be applicable.
- (b) Any collecting unit with Native American and Native Hawaiian collections must
  - i. develop written policies and procedures consistent with the legal requirements of the NMAI Act as outlined in the *SD 600 Implementation Manual*
  - ii. assign responsibility to complete the inventories and summaries, according to requirements of the NMAI Act, and assess the cultural affiliation of the collections
  - iii. establish authority and assign responsibility to review, evaluate, document, and process repatriation requests and returns
- (c) Each collecting unit must establish authority and assign responsibility to review proposed acquisitions for applicability.

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**11. Specific Legal and  
Ethical Issues**  
(Continued)

**b. Cultural Property**

(1) **Principles.** The Smithsonian Institution Policy on Museum Acquisitions, adopted by the Board of Regents on May 9, 1973, confirms the Smithsonian support for efforts of local, state, national, and international authorities to protect art, antiquities, national treasures, and ethnographic material from destructive exploitation. The Smithsonian repudiates the illicit traffic in art and cultural objects that contributes to the despoliation of museums and monuments and the irreparable loss to science and humanity of archeological remains. Objects and specimens that have been stolen, unscientifically gathered or excavated, or unethically acquired should not be made part of Smithsonian collections. The Policy on Museum Acquisitions sets forth rules for the acquisition and borrowing of art, antiquities, and other specimens. The text of the Policy is included in the *SD 600 Implementation Manual*.

(2) **Policy**

- (a) All collecting unit collections management policies and activities will comply with the Smithsonian Institution Policy on Museum Acquisitions.
- (b) Before acquiring or borrowing a collection item, the collecting unit must ascertain, from the circumstances surrounding the transaction or knowledge of the item's provenance, that the collection item was not stolen or wrongfully converted and is not illegally present in the United States.

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**11. Specific Legal and Ethical Issues**  
(Continued)

- (c) Before acquiring or borrowing a collection item, the collecting unit must ascertain that the collection item was not unethically acquired from its source, unscientifically excavated, or illegally removed from its country of origin after May 9, 1973.
- (d) The provenance of collection items shall be a matter of public record.
- (3) **Implementation.** Each collecting unit must
  - (a) establish authority and assign responsibility for ensuring compliance with the Policy on Museum Acquisitions
  - (b) incorporate applicable guidelines for acquiring, borrowing, and managing cultural property as set forth in the *SD 600 Implementation Manual*

**c. Biological Material**

- (1) **Principles.** The Smithsonian has long been a leader in the effort to halt the continuing degradation of the world's natural history and environmental resources. Smithsonian research and collecting activities must be undertaken with sensitivity to continued protection of biological diversity and in compliance with applicable laws protecting animal and plant species, especially those that are threatened or endangered. Field studies and collecting of biological material should be preceded by disclosure and consultation with the proper authorities and interested scientific institutions in the location of the fieldwork. Field activities must be conducted lawfully, support educational and scientific purposes, and not cause undue detriment to the biodiversity and ecological conditions in the area of the activity.

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**11. Specific Legal and  
Ethical Issues**

(Continued)

**(2) Policy**

- (a) Biological material may be acquired by or on behalf of the Smithsonian through field collecting only when such collecting is legally authorized; the biological material is obtained solely for purposes of scientific research, to add to the Smithsonian collections, or for other educational purposes; and the Smithsonian's field activities will not cause undue detriment to the biodiversity and ecological conditions in the area of the activity.
- (b) The Smithsonian name may not be used to justify or support permit applications for activities that have not been authorized by or on behalf of the Smithsonian in accordance with this directive, the *SD 600 Implementation Manual*, and collecting unit policy.
- (c) The Smithsonian will acquire or borrow biological material collected or obtained by others only if it is consistent with established collecting unit criteria for the transaction and applicable international, national, state, local, and tribal laws.
- (d) Biological material in Smithsonian collections or custody will be managed in accordance with applicable legal requirements.

**(3) Implementation.** Each collecting unit with responsibility for biological materials must

- (a) establish authority and assign responsibility to approve, document, and ensure compliance with legal requirements for all biological material collections transactions



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**11. Specific Legal and  
Ethical Issues**  
(Continued)

(b) incorporate applicable guidelines for acquiring, borrowing, and managing biological material as set forth in the *SD 600 Implementation Manual*

d. **Unlawful Appropriation of Objects during the Nazi Era**

- (1) **Principles.** Between 1933 and 1945, the Nazi Regime caused the unlawful appropriation of millions of art objects and other cultural property from their rightful owners, including private citizens; victims of the Holocaust; public and private museums and galleries; and religious, educational, and other institutions. Some of these objects ultimately were transferred, in good faith and without knowledge of their prior unlawful appropriation, through the legitimate market and may have been acquired by museums. In recent years, public awareness of the extent and significance of Nazi looting of cultural property has grown significantly.

The Smithsonian adheres to the *Guidelines Concerning the Unlawful Appropriation of Objects During the Nazi Era*, issued by the American Association of Museums (AAM), and, where applicable, the *Report of the Association of Art Museum (AAMD) Directors Task Force on the Spoliation of Art during the Nazi/World War II Era*. The text of these documents is included in the *SD 600 Implementation Manual*.

(2) **Policy**

- (a) The Smithsonian shall not knowingly acquire collection items that were unlawfully appropriated during the Nazi era without subsequent restitution.

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**12. Specific Legal and  
Ethical Issues**  
(Continued)

- (b) If the Smithsonian has acquired in good faith a collection item that is subsequently determined to have been unlawfully appropriated during the Nazi era without restitution, the Smithsonian will take prudent and necessary steps to resolve the status of the collection item.
  - (c) Each collecting unit shall apply the applicable provisions of the AAM and AAMD guidelines to its collections management activities.
- (3) **Implementation.** Each collecting unit will
  - (a) establish authority and assign responsibility to approve, document, and ensure compliance with Smithsonian policy on Nazi-appropriated objects and applicable guidelines
  - (b) incorporate applicable guidelines concerning Nazi-appropriated objects as set forth in the *SD 600 Implementation Manual*

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<b>CANCELLATION:</b>	SD600, May 11, 1992
<b>INQUIRIES:</b>	Smithsonian Institution Archives
<b>RETENTION:</b>	Indefinite. Subject to review for currency 24 months from date of issuance
<b>FILING:</b>	File sequentially with other current directives
<b>COPIES:</b>	Print file or contact the Office of Planning, Management and Budget (OPMB)

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**SMITHSONIAN COLLECTIONS MANAGEMENT GUIDELINES****Board of Regents****May 10, 1999****I. INTRODUCTION****A. Purpose**

This Statement provides guidelines and direction for the establishment and maintenance of Smithsonian Institution policy regarding collections management. The Smithsonian develops and adheres to authorized, written collections management policies to ensure the proper physical care and preservation of its collections; provide for the documentation of their identification, location, condition, and provenance; and assure maximum accessibility consistent with their preservation. To carry out these guidelines, the Secretary will establish appropriate directives to provide more detailed policies and requirements to be followed by all Smithsonian units with responsibility for collections.

**B. Background**

The Smithsonian develops, maintains, preserves, researches, interprets, and, in the case of living plants and animals, propagates, collections of art, artifacts, and natural specimens. The acquisition, preservation, management, and study of collections have been fundamental to the Smithsonian's mission since its creation, and have been the foundation upon which its reputation rests. Assembled over the past 150 years, the national collections are central to many of the core activities and to the vitality and significance of the Smithsonian. Collections serve as an intellectual base for scholarship, discovery, exhibition, and education. Collections also provide content for Smithsonian ventures such as publishing, licensing, and media projects.

Each Smithsonian collecting unit maintains its own unique collection, purpose, character, and role in the increase and diffusion of knowledge. Among the vast collections are irreplaceable icons of the nation, examples of common life, and scientific material vital to the study of the world's natural and cultural heritage. Smithsonian collections comprise a diverse array, including: works of art, historical artifacts, specimens of life and physical sciences, living animals, photographs, moving images, archival documents, electronic data, audio records, books, and manuscripts. Together, they preserve the past, increase our understanding of society and the natural world in which we live, and support the research that expands human knowledge in the arts, humanities, and sciences alike. The scope, depth, and unparalleled quality of these collections make it

imperative to ensure that they are properly preserved and made accessible for current and future generations to behold, enjoy, and study.

### **C. Authority and Responsibility**

The acquisition and possession of collections imposes legal and ethical obligations to provide proper management, preservation and care for the collections and their associated information. To carry out these obligations, the Smithsonian is responsible for assuring that:

- the scope of each collection supports the Smithsonian and collecting unit mission,
- collections growth is balanced with available resources,
- personnel, facilities, equipment, and other resources are reasonably allocated to meet the on-going needs of the collections, and
- prudent collections management policies are established, implemented, and monitored.

The Board of Regents has ultimate authority for Smithsonian collections, which are dedicated to furthering the Smithsonian's mission for the increase and diffusion of knowledge. The Board of Regents delegates to the Secretary operational authority for the collections. The Secretary is responsible for establishing and overseeing appropriate policies and programs and ensuring compliance with applicable laws and regulations. The Secretary may delegate to the Provost, Under Secretary, collecting unit directors, and other appropriate staff the responsibility to implement established policies and carry out the direct management and care of Smithsonian collections.

A collecting unit may have an advisory Board or Commission, created by the Board of Regents or pursuant to federal statutes, to provide advice and assistance to the Board of Regents, Secretary, and collecting unit directors concerning collections management issues. The role of advisory Boards and Commissions with respect to collections shall be specified in bylaws approved by the Board of Regents. By statute or legal agreement, the Boards of the Archives of American Art, Hirshhorn Museum and Sculpture Garden, and National Museum of the American Indian have been given sole authority for specified collections management decisions. This authority shall be carried out in accordance with the general policies of the Board of Regents and in applicable directives established by the Secretary to implement these guidelines.

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**D. Ethics**

The Smithsonian recognizes and accepts its fiduciary responsibility to provide proper management, preservation, and use of the collections and associated information it holds for the benefit of the public. Smithsonian staff have legal, ethical, and professional obligations to maintain high levels of honesty, integrity, and loyalty to the Institution. These standards of performance are set forth in the Smithsonian Standards of Conduct (Smithsonian Directive 103) and professional codes of ethics. All collections management activities must adhere to applicable standards of conduct and professional ethics.

**E. Accounting for Collections**

Smithsonian collections are held for public exhibition, education, or research in furtherance of public service rather than financial gain. They are protected, kept unencumbered, cared for, and preserved, and are subject to the requirement that proceeds from sales of collections are to be used to acquire other collection items. Accordingly, the Smithsonian does not treat its collections as “assets” for purposes of reporting in its financial statements. The Smithsonian adheres to the applicable financial reporting standards governing collections held in public trust.

## **II. POLICY GUIDELINES**

Applicable Smithsonian directives on collections management shall include the following policies. Prudent exceptions to these policies may be permitted in appropriate cases when in the best interests of the Smithsonian. The Secretary will establish guidelines and a process for review and approval of requests for exceptions.

### **A. Acquisition**

Collections may be acquired only in accordance with established authority and only when consistent with applicable law and professional ethics. Applicable federal, state, local, and international laws, treaties, and regulations will be observed and documented. Each collecting unit must ensure documentation of legal title of collection items acquired.

All collections acquired must be in compliance with the Smithsonian Institution Policy on Museum Acquisitions (May 9, 1973) and Smithsonian Policy on Collecting Biological Specimens (February, 1992).

### **B. Deaccession & Disposal**

Collections may be deaccessioned and disposed of only in accordance with established authority and only when consistent with applicable law and professional ethics. Applicable federal, state, local, and international laws, treaties, and regulations and any other applicable restrictions will be observed and documented.

Prudent collections management includes judicious consideration of appropriate deaccessioning and disposal. The periodic review, evaluation, and deaccessioning and disposal of existing collections is intended to refine and improve the quality and relevance of the collections with respect to the Smithsonian's mission and purpose.

The Secretary will establish guidelines and a process for review and approval of proposed deaccessioning of collections, which shall include approval by the Board of Regents of significant deaccessions. The Secretary will report annually to the Board on all deaccessions that have occurred during the reporting period.

Smithsonian collecting units shall have a right of first refusal for collection items proposed for disposal, except as otherwise stipulated by authorizing legislation or other restrictions. Such transfers are without financial

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compensation, except when a museum disposes of a collection item acquired through purchase.

Proceeds realized from the disposal of collection items must be designated for additional collection acquisitions.

**C. Native American Human Remains and Objects**

Smithsonian repatriation of Native American and Native Hawaiian human remains and objects is governed by the requirements set forth in the National Museum of the American Indian Act, 20 U.S.C. § 80q et seq. (1989), as amended (the "NMAI Act"). The Secretary will establish guidelines for implementation of the requirements of the NMAI Act.

Any Native American or Native Hawaiian collections whose repatriation is not required by the NMAI Act shall be managed in accordance with generally applicable directives established by the Secretary.

**D. Preservation**

The Smithsonian shall provide the necessary preservation, protection, and security for all collections acquired, borrowed, and in the custody of the Institution including their associated information. Activities that involve collections must not compromise the preservation requirements of the collection items.

**E. Risk Management & Security**

The Smithsonian shall endeavor to minimize and control the level of risk of loss or damage to collections through established collections management practices.

Except in extraordinary circumstances, the Smithsonian does not insure its own collections while they are in the care and possession of the Smithsonian. Collections on loan to the Smithsonian and Smithsonian collections on loan to or in the custody of others will be insured in accordance with guidelines and directives established by the Secretary.

**F. Inventory**

In order to safeguard Smithsonian assets, assure compliance with applicable laws and regulations, and promote efficient use of resources, Smithsonian collecting units must establish and implement a cyclical inventory plan and maintain accurate and current inventory records in

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accordance with the guidelines and directives established by the Secretary.

**G. Access**

The Smithsonian will provide reasonable open and equal access to its collections and collections information consistent with its stewardship responsibilities. Physical and intellectual access to the collections must be balanced against preservation and protection concerns. Access to collections and collections information may be restricted due to resource limitations, security, object availability, intellectual property requirements, applicable restrictions, and preservation constraints.

**H. Loans**

As a general rule, Smithsonian collections will only be lent for research, educational and other non-profit purposes. Smithsonian collections may not be lent for commercial purposes or private pecuniary gain. All loans to or from the Smithsonian must adhere to applicable federal, state, local, and international laws, treaties, and regulations.

Collection loans that are part of an affiliation with another organization shall be governed by the Affiliation Policy adopted by the Board of Regents in September 1996 and applicable affiliation guidelines established by the Secretary.



**I. Documentation**

The Smithsonian seeks to provide the widest dissemination of collections information consistent with the stewardship responsibilities for its collections, associated information, and intellectual property rights. Collecting units must maintain documentation of the historical, scientific, or aesthetic significance; legal status; provenance; and the use and management of its collections and collections in their custody, in accordance with directives established by the Secretary.

The Secretary will establish guidelines and standards for collections documentation that will ensure appropriate legal and intellectual control of the collections.

**J. Intellectual Property Rights**

Smithsonian collections may be subject to intellectual property rights that may be owned by the Smithsonian or others. The Smithsonian will manage its collections in a manner to avoid any infringement of intellectual property rights while promoting the widest possible dissemination of information about the collections.