



COLLECTIONS POLICY

Choctaw Cultural Center

Choctaw Nation of Oklahoma
1919 Hina Hanta Way
Calera, OK 74730

APPROVED BY
[Approving Entity]

[date]

Table of Contents

I. Introduction	4
II. Mission Statement	5
III. Collections Scope.....	5
IV. Collections Statement	8
A. Statement of Purpose	8
B. Duplication of Effort.....	8
C. Collections Categories	8
D. Collections Plan	11
E. Cultural Property and Culturally Sensitive Materials	11
F. Laws, Regulations, and Conventions	16
V. Statement of Authority	20
A. Corporate Responsibility	20
B. Implementation of the Collections Management Policy	20
C. Collections Advisory Committee Responsibility.....	21
D. Management Responsibility.....	21
E. Delegation to Staff	21
F. Procedures.....	21
G. Staff Responsibility.....	22
H. Ethical Standards	22
I. Appraisals	22
J. Identifications and Authentications	23
K. Periodic Review	25
L. Exceptions.....	25
VI. Acquisitions and Accessions.....	25
A. Acquisitions Criteria	25
B. History	27
C. Legal Requirements	34
D. Special Considerations.....	35
E. Temporary Custody.....	36
F. Accessioning and Documentation.....	38
VII. Collections Care, Conservation, and Storage.....	41

A.	Collections Care.....	41
B.	Responsible Parties	41
C.	Security	41
D.	Storage	42
E.	Preventive Conservation	42
F.	Conservation	44
G.	Pest Management.....	45
H.	Risk and Disaster Management	46
I.	Insurance	47
VIII.	Access and Use of Collections.....	47
A.	General Policy.....	47
B.	Public Access.....	47
C.	Exhibits	50
D.	Educational Programming.....	50
E.	Private Use	51
F.	Rights, Reproduction, and Fair Use.....	51
G.	Photography and Filming.....	57
IX.	Exhibits and Interpretation	58
A.	Purpose.....	58
B.	Criteria	58
C.	Special Considerations.....	59
X.	Loans	61
A.	General Loan Policy	61
B.	Term of Loans.....	61
C.	Staff Responsibilities	61
D.	Incoming Loans	62
E.	Outgoing Loans.....	66
XI.	Deaccessioning.....	74
A.	General Deaccessioning Policy.....	74
B.	Authority and Responsibility	75
C.	Criteria	75
D.	Restrictions	77

E. Disposition..... 77

XII. Implementation, Review, and Revision 78

I. Introduction

The cultural items held in trust within the Choctaw Cultural Center collections are manifestations of Choctaw heritage, knowledge, and history. Current and future collections are safeguarded through this collections management policy, which establishes guidelines for the acquisition, loan, care, deaccession, and use of the collections housed within the Choctaw Cultural Center, subsidiary exhibition spaces, and off-site storage. This policy applies to Choctaw Cultural Center stakeholders in carrying out their responsibilities for collections development, care, and access.

The Choctaw Cultural Center is located on the original homelands of the O-ga-xpa (Quapaw), Kitikiti'sh (Wichita), Kadohadacho (Caddo), Tawakoni, Wah-zha-zhe (Osage), and Kiikaapoi (Kickapoo) lands. The Choctaw Cultural Center is located on Choctaw trust land governed by the laws of Choctaw Nation of Oklahoma and the United States government.

The role of the Choctaw Cultural Center is to serve as a steward for the Choctaw people, ancestral knowledge, communities of today, and future generations. As a steward, the Choctaw Cultural Center honors generations of Choctaw people by caring for the material records, as well as preserving and promoting the history of the Choctaw journey and lifeways. The collections will educate and inspire Choctaw youth, elders, families, communities at large, and the general public, while the Choctaw Cultural Center serves as an institution where the community can interact, learn, teach, and relate to one another. Together, the identity of the Choctaw community is strengthened. The Choctaw Cultural Center will serve as both a resource and outlet for the Choctaw Nation to share the Chahta Spirit of faith, family, and culture with the world through the active participation of artisans, students, academics, and Choctaw community members. As such, the Choctaw Cultural Center and its collections will function as a nexus.

The Choctaw Cultural Center is an environment where community members and visitors can study and celebrate the Choctaw past, present, and future. Being empowered to share our story can enhance our relationship with people from around the world. The collections will seek and reflect on information about the Choctaw people from our earliest origins to today. Learning about the past, especially when that past encompasses thousands of years, gives a broader perspective and a better understanding of the Choctaw people's continuing place in time. Through the efforts of the Choctaw Cultural Center, understanding and appreciation of the history, challenges, and achievements of the Choctaw people will increase.

II. Mission Statement

A. Choctaw Cultural Center Mission Statement

We welcome you to embrace the moment to share and innovate with our living history. We believe in the strength of the life-long legacy of our Choctaw heritage...protecting our culture, our traditions, our language and our tribal values. The Choctaw Cultural Center provides interpretation of Choctaw life through educational awareness and respect for traditional knowledge.

III. Collections Scope¹

A. Geographic and Cultural Scope

The Choctaw Cultural Center will accept materials relevant to the pre-contact, historic, and contemporary ethnological, cultural, and scientific heritage of the Choctaw Nation. Such materials include but are not limited to the fine arts and material culture as well as items pertaining to historical figures, Choctaw districts and historical sites, removal and relocation, archaeology, ethnology, photography, publications, film, audio, archives, maritime, geology, and natural history specimens. The items of greatest informational and interpretive value will align with the Choctaw Cultural Center's major interpretive themes.

B. Collecting Areas

The Choctaw Cultural Center collections will be comprised of Choctaw art, artifacts, or cultural items that help interpret events, lifeways, or periods in the Choctaw experience. Along with living elders, the Choctaw language, and Choctaw oral traditions, the collections and the sites from which they were derived, are primary sources of information about Choctaw culture. The following eras and themes will guide acquisitions:

- 1. Choctaw Material Culture:** These may include artifacts and/or cultural items recovered from archaeological sites as well as items that preserve the

¹ Only items or collections for which rights have been transferred to the Choctaw Cultural Center may be added to The Choctaw Cultural Center's permanent collection. Items of lesser quality or already adequately represented in the collections may be added to one of the non-permanent collections.

narrative of distinct Choctaw periods which include historical figures, places, and perspectives. Key time periods can be defined as:

- Pre-Contact Period (pre 9500 BCE - 1540 CE)
- The Spanish Period (1500-1814 CE)
- The French Period (1699-1763 CE)
- American Treaty Period (1803 - 1866 CE)
- First Removal Period (1830 - 1833 CE)
- Western Lands (1833 - 1860 CE)
- Second Removal Period (1845 - 1854 CE)
- Pre-Allotment Period (1880 - 1900 CE)
- Third Removal Period (1902 - 1903 CE)
- Indian Territory
- Allotment
- Lighthorsemen and Law Enforcement
- Boarding Schools
- Transition to Statehood (1900 - 1907 CE)
- Citizenship, Termination Efforts, and Self-Determination (1907 - 1970 CE)
- Modern Choctaw Period (1970 CE - Present)

2. **Choctaw Historical Figures:** Items directly connected to Choctaw people and/or citizens whose lives contributed significantly to Choctaw history.
3. **Choctaw Districts and Historic Sites:** Significant items that pertain to historical sites, as listed by the Choctaw Nation Tribal Historic Preservation Office.
4. **Removal and Relocation:** Items relevant to any of the removals and/or relocations, (e.g., the Indian Removal Act of 1830, the removal era from 1831 to 1903, the Federal Indian Removal Policy of 1950).
5. **Traditional Choctaw Arts:** Items within this category are made from natural materials or other traditional components, such as vegetative matter, animal hides, bones, hair, and clay, processed directly from natural sources. Furthermore, it consists of functional items within a specific Choctaw art category that has a deep temporal connection with the Choctaw communities of today, such as:

- Games (e.g. Stickball, Achvpi, Hat Game, Corn Game)
- Tools (e.g. Agricultural, Flint-knapping, Scrapers)
- Cooking (e.g. Pottery, Spoons, Kiti, Foodways)
- Weapons (e.g. Points, Bows, Rabbit Sticks, Blow guns and Darts, Atl Atl)
- Textiles (e.g. Moccasins, Modern Traditional Dress, Textiles, Weaving)
- Jewelry (e.g. Beadwork, Gorgets, Adornment)
- Painting (e.g. Modern or Non-Modern depicting traditional scenes)
- Basketry
- Carving/Sculpture

6. **Choctaw Created Contemporary Art:** Significant art in a variety of media and materials, made by Choctaw artists depicting unique Choctaw subject matter or styles.

7. **Archival Materials:** Collections of historical documents and records that provide information and support an understanding of Choctaw history, culture, lifeways, and experiences relating to the Choctaw tribe and people, such as:

- Journals
- Treaties
- Maps
- Letters or Correspondence (e.g. primary or secondary source documents from or relating to a significant Choctaw citizen or are about the Choctaw people in general)
- Photographic materials, in all forms
- Documents (e.g. those that can be used to interpret Choctaw historical experiences or to provide context for those experiences.)

8. **Books:** Books written by or about Choctaw people's history and culture.

9. **Archaeological Materials:** Items recovered by the Choctaw Nation Archaeological Program on cultural resources surveys conducted for Choctaw Nation. Note: these are often not Choctaw in origin.

C. Archaeological Materials and Interpretation

Many Choctaw items were made of perishable materials that have deteriorated over time. Non-community scholar's understanding of ancient Choctaw people can be skewed towards items made from stone, bone, shell, fired clay, or metal. Interpreting the meaning and function of specific items, particularly those items that may have had socio-religious connotations, can be difficult and must be based on close examination of the items coupled with knowledgeable cultural leaders. The Choctaw Cultural Center collaborates with contemporary Choctaw people to more fully understand and appreciate the collection items contained therein.

IV. Collections Statement

A. Statement of Purpose

The Choctaw Cultural Center acquires² items to fulfill its purpose to collect, preserve, and conserve items related to the historical, ethnological, cultural, and scientific heritage of the Choctaw Nation. Furthermore, the Choctaw Cultural Center is an educational institution dedicated to serving the public of all ages and abilities. Through programs and exhibits, it promotes understanding of the past and present, as well as guidance for the future.

By accessioning an item or collection into the permanent collections, the Choctaw Cultural Center is committing the resources to control, protect, store, conserve, and make the materials available for educational and research purposes to current and future generations. To this end, the Choctaw Cultural Center ensures the safety, authenticity, and preservation of any historical and cultural artifacts stored in the collections.

B. Duplication of Effort

The Choctaw Cultural Center will consider the acquisition policies of Choctaw Nation sister museums, the Choctaw Nation Capitol Museum and Wheelock Academy Museum, and will strive to keep duplication of effort to a minimum.

C. Collections Categories

² Acquisition is a prerequisite for accessioning.

The Choctaw Cultural Center maintains six types of collections:

1. **Permanent Collections** are artifacts in the Choctaw Cultural Center's collections held in the public trust. They have rigorous requirements for provenance and preservation. The items in the permanent collections make up the bulk of the holdings at the Choctaw Cultural Center. These are collections of items to which the Choctaw Cultural Center holds legal title, are of intrinsic value in meeting the collections scope, support the mission of the Choctaw Cultural Center, and are held and curated on a permanent basis. The highest degree of care and documentation is given to the items, and the highest degree of accountability is attached to the collection. Nearly all items in the permanent collections are made available for research, publication, loan, and exhibition, if conditions are met.³

2. **Education/Teaching Collections** are viewed as instrumental in the cause of education. These collections support the mission of the Choctaw Cultural Center and are held primarily for use in public programs and exhibitions for hands-on, inquiry-based exploration. They are intended to be handled by the public. These items have been purchased or have been acquired by the Choctaw Cultural Center via donations, purchase or exchanges - but consists predominantly of reproductions and original items that do not meet the criteria for accessioning into the permanent collection. Most of these holdings are managed and stored by the Education, Cultural Events, or other departments. These items typically receive special catalog numbers to set them apart from the permanent collections, but they are documented, and records are kept showing legal title and tracking. Items in the education/teaching collections will not be included in the collection's database for accessioned items. The Education, Cultural Services, and other departments have a separate storage space in which items are housed. When departmental and collections staff determine the item is no longer of use, the pieces are documented as being removed from the education/teaching collections and disposed. Items designated as education/teaching collections materials are not subject to the collections management policies as set forth in this document, except where specifically mentioned.

3. **Curatorial/Reference Collections** contain examples of items that may be found in either the permanent or education collections and are examples of merit, but do not have adequate provenance or cannot be preserved long-

³ Objects not subject to the above-listed uses may be labeled as culturally sensitive, too fragile, or are subject to donor or owner-imposed restrictions.

term. Additionally, the curatorial/reference collections consist of items (e.g. books, serials, textiles, basketry, art, etc.) that are obtained for comparative and research purposes, but might not fall within the collections scope. Curatorial/reference collections are considered a subset of the education collections and are subject to the same procedures. The Chahta Imponna database, maintained by the Historic Preservation Department will serve as an additional resource for traditionally made objects prior to 1920.

4. **Active Serials** consist of periodicals that are sent directly to the Archives from the publisher or distributor. They are tracked using a call number but are not a part of the permanent collections. Items designated as Active Serials are not subject to the collections management policies as set forth in this document, except where specifically mentioned.

5. **Depository/Repository Collections** are owned by some other entity and housed in trust by the Choctaw Cultural Center. They might be deposited at the Choctaw Cultural Center as a long-term loan or curated under special trust agreements or contracts like a memorandum of understanding (MOU) with their owner(s). Care and trust agreements allow for the safeguarding of materials that tribal members or tribal communities do not have the means to care for on their own. All requests for a care and trust agreement will be considered on a case-by-case basis and subject to the Choctaw Cultural Center's mission and available space and resources. The Choctaw Cultural Center does not hold legal title to these collections and will not do any alteration, conservation or repairs on these items. Access to these items will be determined in the trust agreement between the depositor and the Choctaw Cultural Center, and it will provide the same care and respect to the items as it does for comparable items under its control. Items will be stored in their existing boxes and bags unless they are deemed to be hazardous, at which point collections staff will suggest alternate supplies. Any storage costs for these collections for services and supplies valuing up to \$500 will be borne by the Choctaw Cultural Center. Any amount for supplies over that threshold will need to be funded via donor, grant, or other outside funding. This type of agreement is only approved by the collections advisory committee and Choctaw Cultural Center leadership. The duration of this agreement will automatically renew unless the depositor notifies the Choctaw Cultural Center that they wish to terminate the agreement. Notice of termination will be made at least 30 days prior to the expiration date.

6. **Ephemera/Exhibit Prop Collections** consist of items purchased or donated for specific exhibitions, which are reused for public programs, in-house exhibitions, and other purposes. These materials are not accessioned into the permanent collections, but records of acquisition and usage are kept and input into the database system, differentiated from the permanent collections by the format of the number assigned. Items designated as exhibit props are not subject to the collections management policies as set forth in this document. Occasionally, an item from these collections may be transferred to other Choctaw Cultural Center collections if the piece is deemed important, needs to be preserved, or if it has sustained damage.

D. Collections Plan

1. The Collections staff will create a Collections Plan that will be used as a companion piece to this document. It will guide the collections staff in prioritizing and evaluating acquisition decisions. This plan will outline the Choctaw Cultural Center's collecting priorities in five-year increments, identifying the types of collections and items that the Choctaw Cultural Center feels a strong stewardship responsibility toward and would most like to acquire to enhance the educational, scientific, and historical value of its holdings. The collections plan will also provide a list of specific items and collections the Choctaw Cultural Center currently holds and desires to deaccession.
2. Revision of this document will occur every three years, where it will be reviewed and revised as needed by the museum management and relevant collections staff. It will then be submitted to the collections advisory committee for consideration. The collections advisory committee shall review the proposed changes and advise on any revisions they deem necessary. The Collections Plan will be an internal document.

E. Cultural Property and Culturally Sensitive Materials

Traditional Choctaw cultural values will govern the relationships built between the Choctaw Cultural Center and all cultural groups. The Choctaw Cultural Center will enact policies that uphold respect for human rights and that are in compliance with applicable laws. The Choctaw Cultural Center recognizes the value of cultural, historic, and scientific research and the need to pursue these activities in a respectful, nonintrusive manner that recognizes the rights of

indigenous nations and peoples.

1. Standards: The Choctaw Cultural Center will adhere to Choctaw Nation of Oklahoma's Tribal Historic Preservation Office's policies and procedures regarding culturally sensitive and repatriated materials and will rely on that department for advisement on any possibly sensitive loan, acquisition or repatriation. The collections staff will also do their due diligence and consult the rules and regulations laid out in the *Native American Graves Protection and Repatriation Act (NAGPRA)*, *United Nations Declaration on the Rights of Indigenous People (UNDRIP)*, *Safeguard Tribal Objects of Patrimony (STOP Act)*, as well as the *American Alliance of Museums' Accreditation Commission Statement on Acquisition, Documentation, and Disclosure of Sensitive Cultural Property in Accredited Museums*. Regarding items that might have changed hands in continental Europe 1933-1945, the Choctaw Cultural Center will reference the *Report of the AAMD Task Force on the Spoliation of Art During the Nazi/World War II Era (1933-1945)*, and the *American Alliance of Museums Guidelines Concerning the Unlawful Appropriation of Objects During the Nazi Era*.

2. Claims:

a. To the Choctaw Nation:

- i. When the Choctaw Cultural Center collections receives a claim from an entity with legal standing for recovery or restitution of any collection item, it enters into a good faith discussion or formal consultation. Collections staff shall make available all pertinent documentation to the requestor and shall administer the request.
- ii. When a *Native American Graves Protection and Repatriation Act (NAGPRA)* claim is received, Choctaw Cultural Center collections staff will collaborate with the Choctaw Nation of Oklahoma's Historic Preservation Department to identify the items that may be eligible for repatriation under the NAGPRA legislation. As it is in their wheelhouse of expertise, the CNOHPD will administer any NAGPRA claim made to the Choctaw Cultural Center with assistance from collections staff as required.

b. From the Choctaw Nation:

- i. Claims for items in third-party collections, which are covered under NAGPRA, will be administered by the Choctaw Nation's Historic

Preservation Department. The collections staff of the Choctaw Cultural Center will assist as needed.

- ii. Claims made for human remains and funerary items in third party collection, which are not covered under NAGPRA, will be administered by the Choctaw Nation's Historic Preservation Department. The collections staff of the Choctaw Cultural Center will assist as needed.
- iii. Claims for items in third-party collections that are not human remains or funerary items, and which are not covered under NAGPRA, will be administered by the Choctaw Cultural Center Collections Department, with assistance from the Choctaw Nation Historic Preservation Department as needed.

3. Repatriation: When it has been determined that items housed within the Choctaw Cultural Center collections are to be repatriated, the collections staff will cease documentation efforts and provide all related documentation, photographs, and containers to the recipient.

4. Native American Graves Protection and Repatriation Act (NAGPRA): The Choctaw Cultural Center will comply with requests from Native American groups and realizes that we are not only the stewards of our own ancestors, but stewards of cultural materials of other communities that may inadvertently come into the Choctaw Cultural Center's collections. The Choctaw Cultural Center commits to the ethical and respectful treatment of human remains, funerary items, and items of cultural patrimony in compliance with both the letter and the intent of Choctaw Nation of Oklahoma's policies and procedures on culturally sensitive materials, as well as federal NAGPRA law⁴, and Oklahoma State laws and codes.⁵

- a. **Compliance:** The Choctaw Cultural Center endeavors to be in full compliance with Choctaw Nation of Oklahoma Tribal Historic Preservation policies and procedures, and NAGPRA rules and regulations.
- b. **Handling Claims:** All repatriation claims on behalf of Choctaw Nation shall be processed by the Choctaw Nation Historic Preservation

⁴ See appendix B.

⁵ See appendix C.

Department. The Choctaw Cultural Center will not knowingly accept donations containing human remains or funerary items. If the Choctaw Cultural Center unknowingly accepted human remains or funerary items into the permanent collections, they will be deaccessioned and the Choctaw Cultural Center will transfer/forward/refer repatriation efforts to the Choctaw Nation Tribal Historic Preservation Department. The Choctaw Cultural Center collections will endeavor to follow Choctaw Nation Tribal Historic Preservation Department policies and procedures, as well as NAGPRA rules and regulations.

c. **Donations:**

- i. **Human Remains:** The Choctaw Cultural Center will not accept donations of funerary items or items containing human remains. Whenever such material is brought to the attention of the Choctaw Cultural Center, the collections staff will contact the Choctaw Nation of Oklahoma's Tribal Historic Preservation Department on the donor's behalf or direct the donors to the CNOHPD so that they can facilitate discussions.
 - a. If suspected Choctaw funerary items or human remains are brought to the Choctaw Cultural Center, collections staff will immediately inform the Choctaw Nation of Oklahoma's Tribal Historic Preservation Department to administrate repatriation actions.
 - b. If such items are accepted unknowingly, a designated collections staff member from the Choctaw Cultural Center will deaccession the items and transfer them to the Choctaw Nation of Oklahoma's Tribal Historic Preservation Department to administrate their reburial.
- ii. **All Other Items:** The Choctaw Cultural Center shall assist the Choctaw Nation of Oklahoma's Historic Preservation Department in acquiring Choctaw related culturally sensitive material to be housed in their collections. Prior to rendering assistance, the Choctaw Cultural Center collections staff will be made aware of any necessary treatment requirements for items that will be permanently or temporarily housed there.

- d. **Loans:** The Choctaw Cultural Center will not borrow material consisting of human remains or funerary items, or that is of illegal, questionable,

unethical provenance or ownership. Neither will the Choctaw Cultural Center borrow materials whose method of the acquisition violates the United Nations Educational, Scientific, and Cultural Organization (UNESCO) Conventions, the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), tribal, state, and federal wildlife laws, tribal, state and federal antiquities laws, Native American Graves Protection and Repatriation Act (NAGPRA)⁶, or any other pertinent Choctaw Nation of Oklahoma cultural protocol, tribal, local, state⁷, national, and/or international laws.⁸ Prospective lenders may be required to submit satisfactory proof of ownership, including notification that the item has not been stolen, illegally exported, illegally or unethically removed from an archaeological site, or held in violation of any laws or professional practices relating to plants, wildlife, sacred items, or human remains. If a legal or ethical problem should develop from the exhibition of borrowed material, the Choctaw Cultural Center may withdraw the material from exhibition and terminate the loan agreement.

- e. **Curation, Care, and Conservation:** The Choctaw Cultural Center shall seek guidance from recognized, concerned parties regarding the identification, proper care, cultural preferences, and possible disposition of culturally sensitive materials on a case-by-case basis, including consulting with descendent communities when needed. Conservation treatment shall not be performed on identified culturally sensitive materials without consulting the appropriate authority of the designated parties. Special treatment, care considerations, and cultural protocols will be noted in the file and collections management database, to ensure that traditional cultural protocols are honored.
- f. **Research:**
 - i. All internal research proposals from Choctaw Nation of Oklahoma employees utilizing the collections of the Choctaw Cultural Center will be reviewed by the collections staff prior to initiation and the center's leadership before publication/ dissemination to ensure the integrity of culturally significant information.
 - ii. All external research proposals utilizing the collections of the Choctaw Cultural Center will be reviewed by collections staff prior to granting access to items.

⁶ See appendix B.

⁷ See appendix C.

⁸ See appendix D.

- iii. Collections staff will forward research requests to the collections advisory committee for further review and recommendations if the research proposal could adversely affect the integrity of culturally significant information and practices and/or cause unfair stigma or harm to the overall community, culture, or heritage of the Choctaw Nation.
- iv. If a research proposal might affect the overall community, culture or heritage of the Choctaw Nation of Oklahoma, the external researcher will be asked to contact the Choctaw Nation Institutional Review Board to submit their research proposal for permission to proceed. That request will need to be accompanied by a letter of support signed by a member of the Choctaw Cultural Centers collections staff.
- v. The Choctaw Cultural Center has editorial review rights over any final product, publication, and/or data related to or derived from items within the center's collections. External research that will be published or presented will be submitted for review and approval to the Choctaw Cultural Center collections advisory committee prior to dissemination. The right to waive review is at the discretion of the collections advisory committee.
- vi. The Choctaw Cultural Center requires a physical copy of the results that feature items from its collections, its facilities, or intellectual property.

For additional information and guidelines, see section **IX. Access and Use of Collections**.

F. Laws, Regulations, and Conventions⁹

The Choctaw Cultural Center is subject to compliance with various tribal and federal. The Choctaw Cultural Center is located on what was once the homelands of the Caddo, Quapaw and other tribes. Specifically, the land on which the Choctaw Cultural Center is located is on Choctaw Nation of Oklahoma trust land, meaning state laws and jurisdictions do not apply, but are referenced when needed. The laws set forth by the Choctaw Nation of Oklahoma

⁹ See appendix D for brief descriptions of the laws.

are the main governing laws of the Choctaw Cultural Center, which was created and funded by the tribe.

While tribal laws supersede other government's laws and jurisdictions, this section describes several laws the Choctaw Cultural Center collections staff may reference if needed.

1. Biological Resources: biological resources are protected by a variety of statutes. The Choctaw Cultural Center will only acquire biological specimens collected in compliance with Choctaw Nation of Oklahoma's laws, or the following pertinent regulations may be referenced.

- a. *Migratory Bird Treaty Act of 1918*, 16 U.S.C. §703-712, Ch. 128, 40 Stat. 755 and subsequent amendments.¹⁰
- b. *Endangered Species Act of 1973*, 16 U.S.C. §1531-1544 (1973), 87 Stat.884 and subsequent amendments.¹¹
- c. *Bald Eagle Protection Act of 1940*, 16 U.S.C. §668-688d, 54 Stat. 250 and subsequent amendments (Golden Eagles added in 1962).¹²
- d. *Lacey Act of 1900*, 18 U.S.C. §43-44 and subsequent amendments.¹³
- e. *Convention on International Trade in Endangered Species (CITES)*, 16 U.S.C. §1538[c].¹⁴
- f. *Marine Mammal Protection Act of 1972*, 16 U.S.C. §1361-1407, P.L. 92-522 and subsequent amendments.¹⁵

2. Archaeological and Paleontological Materials: Archaeological and paleontological materials may be considered for purchase under Choctaw Nation of Oklahoma repatriation policies. However, the Choctaw Cultural

¹⁰ <http://web.archive.org/web/20210506165802/https://www.fws.gov/laws/lawsdigest/MIGTREA.HTML>

¹¹ <http://web.archive.org/web/20210516202501/https://www.fws.gov/endangered/esa-library/pdf/ESAall.pdf>

¹² <http://web.archive.org/web/20210517202048/https://www.law.cornell.edu/uscode/text/16/chapter-5A/subchapter-II>

¹³ <http://web.archive.org/web/20210426000227/http://www.fws.gov/le/pdffiles/lacey.pdf>

¹⁴ <http://web.archive.org/web/20210517202819/https://www.law.cornell.edu/uscode/text/16/1538>

¹⁵ <http://web.archive.org/web/20210517203044/https://www.fisheries.noaa.gov/national/marine-mammal-protection/marine-mammal-protection-act>

Center aims to comply with the following and all other pertinent regulations.

- a. *Act for the Preservation of American Antiquities of 1906*, 16 U.S.C. §§ 431-433.¹⁶
- b. *Archaeological Resources Protection Act of 1979*, 16 U.S.C. § 470aa-470mm, 93 Stat. 721.¹⁷
- c. *National Historic Preservation Act*, 16 U.S.C. §§ 470 et. seq. (1966) and subsequent amendments.¹⁸
- d. *Reservoir Salvage Act of 1960*, as amended, 16 U.S.C. § 469-469C.¹⁹
- e. *Archaeological and Historic Preservation Act of 1974*, 16 U.S.C. §496-496C.²⁰
- f. *Preservation of American Antiquities*, 43 CFR Part 3.²¹
- g. *Protection of Archaeological Resources: Uniform Regulations*, 43 CFR Part 7.²²
- h. *Oklahoma Antiquities Law*, 53 OK Stat § 53-361 (2014).²³
- i. *Oklahoma Burial Desecration Law*, 21 OK Stat § 21-1168.4 (2014).²⁴

3. Native American Remains, Sacred Items, and Cultural Patrimony: The primary law governing the Choctaw Cultural Center is from the Choctaw Nation of Oklahoma. However, the *Native American Graves Protection and Repatriation Act* (NAGPRA), 25 U.S.C. § 3001-3013, 104 Stat. 3042, P.L. 101-106 and subsequent amendments may also be referenced.²⁵

- a. Choctaw Cultural Center staff will not knowingly collect Native American human remains or items specified under the Act.

¹⁶ <http://web.archive.org/web/20161130200744/https://www.nps.gov/history/local-law/anti1906.htm>

¹⁷ <http://web.archive.org/web/20210517203817/https://eca.state.gov/files/bureau/96-95.pdf>

¹⁸ <http://web.archive.org/web/20210325073953/https://www.achp.gov/sites/default/files/2018-06/nhpa.pdf>

¹⁹ <http://web.archive.org/web/20210517204320/https://www.usbr.gov/cultural/ReservoirSalvageAct1960.pdf>

²⁰ http://web.archive.org/web/20210426041420/https://www.nps.gov/history/local-law/fhpl_archhistpres.pdf

²¹ <http://web.archive.org/web/20210517205527/https://www.law.cornell.edu/cfr/text/43/part-3>

²² <http://web.archive.org/web/20210517210102/https://www.nps.gov/history/local-law/43cfr7.htm>

²³ See appendix C.

²⁴ See appendix C.

²⁵ See appendix B.

- b. The Choctaw Cultural Center will not permanently accept Native American human remains and items specified under the Act for the purposes of identification, attribution, or legal custody. Only when the Choctaw Cultural Center is assisting the Choctaw Nation Historic Preservation Department act as an agent will NAGPRA items be allowed to be present in an undisclosed, offsite location.
 - c. The Choctaw Cultural Center will not accept Native American human remains and items specified under the Act as per Trust Agreements made with affected tribes, nations, or corporations.
 - d. Native American human remains and items specified under the Act that are included in a gift, donation, bequest, or acquired as federally confiscated property, or in any other legal manner, will be transferred to the Historic Preservation Department for repatriation.
- 4. Cultural Property:** Cultural property, items with cultural significance both traditional and continuing importance to the Choctaw Nation, is protected by a variety of Choctaw Nation of Oklahoma tribal laws. The Choctaw Cultural Center will restrict the acquisition of cultural property of unknown provenance. Additionally, an agreement with the Sam Noble Museum of Natural History will provide temporary housing for active Archaeological Resources Protection Act investigations. The following statutes may also be referenced.
- a. *Historic Sites Act of 1935*, 16 U.S.C. § 461-467.²⁶
 - b. *1970 UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export, and Transfer of Ownership of Cultural Property* (implemented in the United States by P.L. 97-446 in 1983, 19 U.S.C. § 2601).²⁷
 - c. *National Stolen Property Act*, U.S.C. § 2314.²⁸
 - d. *American Alliance of Museums Guidelines Concerning the Unlawful Appropriation of Objects During the Nazi Era*.²⁹

²⁶ <http://web.archive.org/web/20210517210426/https://www.nps.gov/history/local-law/hsact35.htm>

²⁷ <http://web.archive.org/web/20210517210628/https://eca.state.gov/files/bureau/unesco01.pdf>

²⁸ <http://web.archive.org/web/20201127132235/https://eca.state.gov/files/bureau/18-2314.pdf>

²⁹ See appendix E for a full description.

- e. *Indian Arts and Crafts Act of 1990* (P.L. 101-644)³⁰
- f. *Oklahoma Indian Arts and Crafts Sales Act of 1974* (O.S. §§78 71-75).³¹
- g. *United Nations Declaration on the Rights of Indigenous People (UNDRIP)*.³²
- h. *Safeguard Tribal Objects of Patrimony Act of 2020 (STOP Act)*, S. 2165, 116th Congress, Sec. 308 (2020).³³

V. Statement of Authority

A. Corporate Responsibility

The collections housed in the Choctaw Cultural Center are owned by the Choctaw Nation. The Choctaw Nation bears fiduciary responsibility for the collections and ultimately establishes the policies which govern their management. Members of the collections staff, along with the senior director of the cultural center, act as the agents of the Choctaw Nation in the creation of policy and executing fiduciary responsibility. The collections staff members act collectively rather than individually in carrying out these tasks. For example, they are not authorized to accept gifts as individuals, but only through the policies outlined herein.

B. Implementation of the Collections Management Policy

The executive director of Cultural Services, along with the senior director of the Choctaw Cultural Center, are ultimately responsible for the implementation of and adherence to this Collections Management Policy. The Collections Department of the Choctaw Cultural Center, under the management of the director of curation, will adhere to and maintain this policy in its day-to-day

³⁰ <http://web.archive.org/web/20210517211006/https://www.congress.gov/bill/101st-congress/house-bill/2006/text>

³¹ <http://web.archive.org/web/20210517212822/http://ok.elaws.us/os/78-75>

³² http://web.archive.org/web/20210517213219/https://www.un.org/development/desa/indigenouspeoples/wp-content/uploads/sites/19/2018/11/UNDRIP_E_web.pdf

³³ <http://web.archive.org/web/20210517213339/https://www.congress.gov/bill/116th-congress/senate-bill/2165/text>

collections activities. Collections staff will propose updates and amendments as needed to the leadership and collections advisory committee of the Choctaw Cultural Center.

C. Collections Advisory Committee Responsibility

The business, property, and affairs of the Choctaw Cultural Center is managed by the Cultural Services Department of the Choctaw Nation. The collections and archives are managed by the Collections Department of the Choctaw Cultural Center, under the ultimate direction of the senior director. To aid in this endeavor, a collections advisory committee will be formed that has the responsibility to ensure that collections procedures and their application meet the policy requirements of the Choctaw Cultural Center. All acquisitions by gift, bequest, or purchase above the valued amount of \$5,000 for the permanent collections must first have approval from the collections advisory committee. No loan of an item from the permanent collections may be made without approval of the committee and no items from the permanent collections may be deaccessioned without approval of the committee.

D. Management Responsibility

The senior director of the Choctaw Cultural Center, with the assistance of collections staff, shall develop and recommend to the collections advisory committee and other affected entities collection policies that provide an overview of the acquisition, preservation, use, and disposition of collections materials. The director of curation is responsible for collections and curatorial staff and will supervise all work associated with said teams. The curator, archivist and registrar will be responsible for overseeing the acquisition, registration, care, and conservation of collections housed at the Choctaw Cultural Center and shall report any issues or concerns to the director of curation.

E. Delegation to Staff

The collections advisory committee may delegate certain clearly defined responsibilities to staff level committees and/or staff members. Such delegation will be documented in a procedure manual.

F. Procedures

Choctaw Cultural Center staff is responsible for developing standard operating procedures and associated forms and records, which will enable the policies of

the Choctaw Cultural Center to be carried out effectively and efficiently. These procedures are compiled into a procedure manual along with samples of appropriate forms and records.

G. Staff Responsibility

Collections staff, volunteer workers, and center leadership have the responsibility to apply the policies and procedures in the day-to-day work in the collections, archives, and exhibits of the Choctaw Cultural Center.

H. Ethical Standards

The Choctaw Cultural Center 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 Choctaw people. Staff has legal, professional, and ethical obligations to maintain high levels of honesty, integrity, and loyalty to the Choctaw Nation, the Choctaw Cultural Center, and its constituents. As a part of a tribal nation, the Choctaw Cultural Center will subscribe to Choctaw Nation's Code of Ethics and associated policies, as well as endeavoring to subscribe to the Code of Ethics for Museums established by the American Alliance of Museums (see Appendix A). These ethics will apply to members of the collections advisory committee, staff, interns, docents, volunteers, friends, and all directly associated parties, Choctaw Cultural Center staff and associated third parties.

I. Appraisals

1. The Choctaw Cultural Center shall not provide formal appraisals to establish the tax-deductible value on items offered to the Choctaw Cultural Center for any reason. Consistent with IRS guidelines, the Choctaw Cultural Center cannot act as a qualified appraiser because of the inherent conflict with its role as the recipient.
 - a. **Donor Assistance:** If a donor asks for assistance in obtaining a formal appraisal for their items, an employee may offer guidance to publicly available resources such as websites for the American Society of Appraisers, Appraisers Association, and/or the International Society of Appraisers. An employee may also suggest several qualified appraisers, but no endorsement will be given, and more than one name must be provided.

- b. **Appraiser Assistance:** If an appraiser is hired by the donor, and the items are temporarily held at the Choctaw Cultural Center, collections staff will provide the appraiser with access to the work of art or item, images of the work, and any appropriate and relevant, factual information in the Choctaw Cultural Center's possession.
 - c. **Restrictions:** The Choctaw Cultural Center shall not arrange for the formal appraisal of items not in their ownership and cannot pay for those services on behalf of a potential donor.
2. The Choctaw Cultural Center collections staff will not offer legal or tax advice to donors or potential donors regarding tax or other legal implications of their donations and must inform the donor that it is the donor's responsibility to seek independent advice from a qualified tax specialist or attorney.
3. Informal appraisals may be performed by staff for internal use only, such as for insurance evaluations, or for loans. Any such appraisal must represent an honest and objective judgment and must indicate how the evaluation was reached. Collections staff shall only provide valuation documentation, upon request, to parties approved by designated leadership.
4. The Choctaw Cultural Center shall not accept any donations believed to be improperly represented, be it through legality, authenticity, condition, or value. If collections staff suspects the improper representation of an item, the associate shall then:
 - a. Accept the item as a reproduction, or
 - b. Refuse the item until it is substantiated by a licensed appraiser, external to the organization.

J. Identifications and Authentications

1. It is beneficial to the Choctaw Cultural Center and its constituency for staff members to assist tribal citizens, outside patrons and other museum professionals in identifying the possibility of an item as being of Choctaw design or manufacture. Collections staff can assist in this endeavor and are encouraged to work with the Choctaw Nation of Oklahoma's Tribal Historic Preservation Department and tribal community cultural experts for confirmation of their findings.

- a. Identifications consist of informal evaluations of an item which allows for the gathering of additional information. This information, along with consultation with the Historic Preservation Department and community members, can assist in determining if an item has an association with the Choctaw Nation. Identifications should not be presented in absolutes and must be presented with justifications for the conclusions reached.
 - b. Authentications, or the formal process of verifying the item in question is genuine or original, will not be provided by the Choctaw Cultural Center Collections Department.
2. Choctaw Cultural Center collections staff shall confine themselves to their areas of expertise for identifications. However, collaborations with internal Choctaw Nation of Oklahoma departments and tribal community cultural advisors are encouraged.
 - a. Collaboration with the Historic Preservation Department may assist in identification of items as well as providing additional information and education concerning the construction of items, materials used, cultural significance, and history of the era. The Collections Department acknowledges the opportunity for further education and perpetuation of Choctaw knowledge through such collaborations, particularly with the tribal community.
3. Identification information may be provided orally or as written statements. Both must be accompanied by the Choctaw Cultural Center's disclaimer form, which the requestor will need to sign before any opinion regarding identification is given. Additionally, a disclaimer statement will be displayed on the Choctaw Cultural Center's website and will be accompanied by links to outside organizations that can assist in finding an appraiser. It will be noted that no appraisers are endorsed by the Choctaw Cultural Center. The statement will read: *Choctaw Cultural Center staff cannot appraise or authenticate works of art or recommend specific appraisers. To locate an appraiser, visit the websites of the following professional organizations: [list follows].*
4. All assistance, whether written or oral, is provided free of monetary or other compensation, however staff members may be reimbursed for costs incurred, such as mileage or other travel expenses.

5. No employee shall identify or otherwise authenticate for other persons or agencies any natural history specimens or cultural artifacts under circumstances that could encourage or benefit illegal, unethical, or irresponsible traffic in such materials. Identification and authentication may be given in compliance with a legitimate request.

K. Periodic Review

The collections advisory committee of the Choctaw Cultural Center and the staff will periodically review the collections management policy considering changes in applicable law, standard practice, changing conditions, and priorities. These reviews will occur at three-year intervals or more frequently if conditions warrant. See **XIII. Implementation, Review, and Revision** for more detail.

L. Exceptions

Exceptions to specific statements in this policy may be granted on a case-by-case basis as determined by the management of the Choctaw Cultural Center.

VI. Acquisitions and Accessions

A. Acquisitions Criteria

Artifacts acquired for the permanent collections must fall within the scope of the Choctaw Cultural Center's mission and reflect the needs and interests of the Choctaw Cultural Center and the community the Choctaw Cultural Center serves. Artifacts and specimens should be of good quality, condition, and possess physical and documentary integrity to ensure their use in possible ongoing study, research, teaching, and exhibition programs, unless deemed culturally sensitive. The Choctaw Cultural Center may decline artifacts if it is determined that we cannot properly provide for their conservation or long-term care.

1. **Understanding Responsibility:** Acquisition of artifacts and specimens for the collections by the Choctaw Cultural Center obligates the center and Choctaw Nation to long term care and storage of a diverse group of items. As a tribally funded cultural center, the inherent financial burden involved in this process necessitates critical thinking as well as justification of action and expense.

Foremost, the Choctaw Cultural Center collects items to fulfill its mission. The mission statement and related policy documents guide collections staff when acquiring items to ensure fiduciary responsibility.

2. **Ownership:** The Choctaw Cultural Center adds to its collections by establishing ownership of material through various means including but not limited to, purchase, commission, bequest, gift, exchange, transfer, field collection, and abandonment. Only collections for which clear title or a special trust agreement is established are acquired. If material is acquired through purchase or donation, the owner shall warrant that he/she holds full and unencumbered title to the material. The Choctaw Cultural Center may require documented proof of ownership.
3. **Significance:** A decision to acquire an item or collection by the collections advisory committee will be based on the significance of the item to the purpose of the Choctaw Cultural Center, particularly given geographic and subject matter parameters. The decision will also be based on the Choctaw Cultural Center's ability to document, preserve, store, and provide reasonable access to the item in keeping with accepted professional standards. Items of significant cultural importance that are also deemed as sensitive and not suitable for study, research, teaching or exhibition will be determined by a partnership between the Choctaw Cultural Center collections staff and the Choctaw Nation of Oklahoma's Tribal Historic Preservation Department until such time as a collections advisory committee is formed. After that point, the collections advisory committee will determine any cultural sensitivities within the Choctaw Cultural Center's collections.
4. **Restrictions:** It is the policy of the Choctaw Cultural Center to accept only those donations that are free of restrictions, such as the requirement that a donated item be placed on permanent exhibition. Items for the education/teaching collections will be acquired under the same restrictions regarding legal and ethical acquisitions as items for the permanent collection. Education/teaching collections do not necessarily require the same level of documentation regarding provenance nor carry the same obligation for preservation and conservation, but the Choctaw Cultural Center will make reasonable efforts to document, preserve, and conserve teaching/education collections.
5. **Rights:** The Choctaw Cultural Center will ascertain what rights are acquired along with an item or collection. Proper documentation of all rights to the

item is essential.

- 6. Monetary Limitations:** Items offered as donations to the Choctaw Cultural Center that exceed a monetary value of \$1000, or whose care and/or storage would require an unbudgeted financial investment for the Choctaw Cultural Center, must be approved in writing by the senior director before they are accepted. Items exceeding a monetary value of \$5000, or that require a significant capital expense to house, are reviewed by the collections advisory committee. All collections or items purchased for the collections must be approved in advanced by the senior director of the Choctaw Cultural Center.

B. History

This abbreviated Choctaw history details significant events to provide readers with a sense of the scope of cultural and historically significant items and documents that may be of interest to the Choctaw Cultural Center.

Unknown: Choctaw origin stories describe the formation of some of the Southeastern Tribes at Nanih Waiya Cave. Other accounts discuss a journey from the west with the Chickasaw.

11,200-10,900 BC: Clovis becomes prominent in the Choctaw homeland and across North America.

10,500 BC: Pleistocene megafauna extinction is described by Choctaw oral tradition, the earliest dateable event for Choctaw ancestors in the southeastern homeland.

4500-3000 BC: First earth mounds constructed in Choctaw homelands.

2000 BC: Earliest surviving direct evidence of river cane basketry.

1500 BC: Advent of pottery in Choctaw homelands is described by oral tradition.

500 BC: Initial adoption of agriculture in Choctaw homelands.

A.D. 1: Approximate date of earth mound construction at Nanih Waiya.

AD 1075: Ancestral Choctaw society redevelops around corn agriculture at places like the Lubbug Creek site, as described by Choctaw oral tradition.

Muskogean ancestors found Moundville on the Black Warrior River.

AD 1250: Moundville reaches its height. With 30 earth mounds, it is the second-largest population center north of the Valley of Mexico.

1500: First Spanish ships arrive in Mobile Bay.

1528: Navarez Expedition travels through Choctaw homeland leading to a deadly epidemic.

1540: Choctaws face Spanish explorer Hernando de Soto and his contingent at Mabila on the central Alabama River. Thousands of Choctaw ancestors die during this encounter.

1650: Last occupation of Moundville and Lubbug Creek site.

1680-1690: English-sponsored slave raids attack Choctaw settlements from the North and East, killing close to 2,000 Choctaw people. Hundreds of Choctaw women and children are enslaved and sent to the Caribbean.

1702: Choctaws attend a council led by Pierre LeMoyne d'Iberville at the newly established Mobile settlement to forge a peaceful alliance with the Chickasaw and French.

1746-1750: Choctaw towns disagree with France and British alliance. The resulting Choctaw Civil War concludes with the signing of the harsh Grandpre Treaty with the French.

1763: The French and Indian War ends French colonial power in America.

1765: Choctaws meet with the British at Mobile and sign a treaty defining the eastern border of their lands, resulting in the first European theft of Choctaw land.

1775-1783: The American Revolution is fought. Some Choctaws aid Americans as scouts. The war concludes with the Treaty of Paris, and Britain cedes land claims south of Canada.

1786: The Treaty of Hopewell, the first treaty signed between the Choctaw and the U.S. government, establishes a perpetual peace between the two nations.

1793: Choctaw, Chickasaw, Cherokee, and Creek Nations sign a treaty of friendship with the Spanish known as the Treaty of Nogales.

1795: The Spanish sign the Treaty of San Lorenzo (Pickney's Treaty) and removes its settlers south of the 31st parallel. The United States now claims Choctaw homelands.

1801: The Treaty of Fort Adams grants the U.S. government over two million acres of Choctaw territory and the right to construct the Natchez Trace. Illegal squatters are removed from Choctaw lands, and the Choctaw Nation's right to punish them is affirmed.

1802: Choctaws sign the Treaty of Fort Confederation near Fort Tombecbe, Alabama, redefining the eastern border and ceding more land to the United States.

1803: Choctaws sign the Treaty of Hoe Buckintoopa, ceding over 850,000 acres. The exchange eliminates trade debts that had provided supplies to their community.

The United States purchases the Louisiana Territory from France.

1805: The Treaty of Mount Dexter cedes over four million acres to the United States to pay debts owed to Panton, Leslie, and Company.

1811: Shawnee leader Tecumseh petitions Choctaws to join the Indian confederacy opposed to the United States. Choctaws refuse.

1812-14: Many Choctaws ally with the United States during the War of 1812. Many serve as Andrew Jackson's special forces in the Battle of New Orleans, receiving recognition from Congress.

1813: Many Choctaws ally with the United States during the Creek War. Many fight with Pushmataha, a Brigadier General.

1816: The Treaty of Fort St. Stephens cedes around three million acres to the United States.

1818: Presbyterian missionaries establish Elliot, a mission located on land donated by Chief Levi Perry. Choctaw leaders invite missionaries to establish schools in Choctaw Nation.

1820: The Treaty of Doak's Stand results in over five million acres ceded in exchange for around thirteen million acres further west. It also provides funds for establishing the Lighthorsemen, a police force that serves in each district.

1824: Choctaws send a delegation to Washington, D.C. to discuss issues resulting from the Treaty of Doak's Stand. Chief Pushmataha and Apukshunnubbee die during this trip.

The Bureau of Indian Affairs (BIA) is established within the U.S. War Department.

1825: The Treaty of Washington City redefines the Choctaw eastern border in Indian Territory in return for annual payments.

Choctaw Academy boarding school opens in Kentucky using Choctaw funds.

1826: The three districts convene and develop their first written constitution, combining Choctaw political philosophies in a westernized form.

Choctaws and Chickasaws refuse to cede any more land or move west of the Mississippi.

1828: A delegation of Choctaws conducts an exploratory trip of Indian Territory with Chickasaw and Creek leaders.

1829: Choctaws establish Skullyville in Indian Territory.

Choctaws collaborate with missionaries to develop a written form of their language. The first edition of the Choctaw hymnal is published.

1830: Choctaw leaders and government officials discuss a removal treaty. Responding to threats of military invasion, a minority of Choctaw leaders sign the Treaty of Dancing Rabbit Creek, ceding all Choctaw land in Mississippi in exchange for land in Indian Territory.

A missionary and his church voluntarily move early and plant the corn that the first Choctaws use after removal.

1831: Roughly 5,500 Choctaws depart for Indian Territory. A Choctaw minko describes the journey as a "trail of tears and death." Throughout removal, 3,000-4,000 die on the trail.

1832-1833: Wheelock Academy opens.

Approximately 2000 Choctaws travel on the Trail of Tears and Death.

1834: Tribal leaders meet at Nanih Waiya, near present-day Tuskahoma, to write a new constitution.

1835: The United States and the Comanche, Wichita, Cherokee, Muscogee, Choctaw, Osage, Seneca, and Quapaw Indians sign a treaty at Camp Holmes, Muscogee Nation

Cyrus Byington founds a church circuit based in Eagletown.

1837: The Treaty of Doaksville is signed. The Chickasaws agree to pay \$530,000 for the right to settle on Choctaw lands and integrate into the Choctaw Nation.

1838: The revised Constitution of the Choctaw Nation is approved in October, and the Chickasaw Nation is incorporated into the Choctaw Nation as its own district.

1842: The revised Constitution of the Choctaw Nation is approved November 10, 1842. The legislative branch is divided into a House and Senate.

The Choctaw Council allocates funding for its boarding and Sunday schools. They develop one of the largest and most inclusive public educational institutions of their time.

1844-1855: Over 7,000 Choctaws are removed from Mississippi, Alabama, and Louisiana.

1847: The Choctaws raise and send funds to assist Ireland during the Irish Potato Famine.

1850: The revised Constitution of the Choctaw Nation is approved October 14, 1850, establishing the county system which empowers local judges.

1855: Choctaws, Chickasaws, and the United States sign a treaty, reestablishing the autonomous Chickasaw Nation and makes them title holders alongside Choctaw Nation.

1857-1860: A minority group of Choctaw leaders, primarily slave-owners, write a constitution at Skullyville. Tribal leaders respond with a separate constitution. Nearing civil war, leaders meet and develop a new constitution on January 11, 1860.

1861-65: The U.S. Civil War is fought. The United States abandon its treaty obligations to Choctaws, leading them to align with the Confederacy to maintain tribal sovereignty.

1866: Choctaws and Chickasaws sign a reconstruction treaty with the U.S. government, allowing for a railroad and stage roads through Choctaw territory and lays the groundwork for statehood. Allen Wright proposes the name "Oklahoma."

1868: Cyrus Byington's Choctaw Language Dictionary is published.

1870-1872: The Missouri-Kansas-Texas Railroad (KATY) crosses the Kansas border into Indian Territory passing through the Choctaw, Creek, and Cherokee Nations.

1872: J.J. McAlester marries tribal member, Rebecca Burney, allowing him to become an intermarried citizen of Choctaw Nation. He helps develop the Choctaw's coal industry.

1880's: A group of female elders from the Choctaw, Chickasaw, Cherokee, and Creek Nation establish the Four Mother's Society, revitalizing traditional southeastern religion.

1887: Congress passes the General Allotment Act (Dawes Act), disbursing tribal lands to individuals through allotments. This does not apply to the Five Tribes.

1889: Oklahoma Territory is organized from the western section of Indian Territory.

1893-1894: U.S. Congress grants President Grover Cleveland the authority to form the Dawes Commission to allot the Five Civilized Tribes' land. They are met with resistance by Choctaw tribal members.

1897-1898: Choctaws sign the Atoka Agreement. Congress passes this as the Curtis Act, which expands the Dawes Act to the Five Tribes and dissolves tribal courts.

The Dawes Commission creates rolls of Mississippi Choctaw for allotment but is hindered by U.S. Agent William Ward.

1901: Congress declares all Native peoples in Indian Territory citizens after allotment.

1902: Individuals remove some Mississippi Choctaws in an attempt to defraud allottees and sell them into slavery.

1903: Approximately 1500 Choctaws are removed from Mississippi, Alabama, and Louisiana.

Stickball is outlawed, an attack on traditional Southeastern religion.

1905: Choctaws support the proposed State of Sequoyah to be admitted to the Union. President Roosevelt refuses to admit Sequoyah as a separate state. Oklahoma statehood proceeds.

1906: Representative Choctaw tribal government is dissolved, but Choctaws continue to host political conventions, meetings, and elections and exercise their sovereignty.

1907: Tribal rolls of those eligible to receive government allotments are officially closed.

Choctaws become citizens of the state of Oklahoma.

1917-18: Individual Choctaw citizens fight on behalf of the United States during World War I, including acting as code talkers.

1918: The Bureau of Indian Affairs establishes the Choctaw Indian Agency in Philadelphia, Mississippi.

Choctaw communities survive the devastating Spanish influenza pandemic.

1941-45: Choctaws enlist in the armed forces during World War II. Some serve as code talkers, although to a much lesser degree than in WWI.

1949: The Bureau of Indian Affairs sells the Choctaw-Chickasaw coal lands.

1953: Congress passes the Termination Act, attempting to end their relationship with tribes. Nearly 750,000 Choctaws move to urban centers due to Urban relocation programs.

1955: Wheelock Academy closes.

1959: Congress passes legislation for the termination of the Choctaw Nation. Community members are opposed to this action.

1965: Choctaw Housing Authority is established.

- 1969:** Choctaw leaders establish the Choctaw Development Enterprise.
- 1970:** Termination of the Choctaw Nation is halted one day before enactment through grassroots activism by community members. This encourages a cultural revival among Choctaws.
- 1979:** Revised Constitution of the Choctaw Nation is approved on March 21, 1979.
- 1983:** Revised Constitution of the Choctaw Nation is approved on July 25, 1983, establishing a representative government recognized by the United States for the first time in 68 years.
- 1987:** Choctaw Nation opens the Choctaw Bingo Parlor.
- 1988:** U.S. Congress passes the Indian Gaming Regulatory Act.
- 1998:** Choctaw Color Guard established.
- 2004:** Durant Pow Wow established.
- 2013:** Bingo Hall Demolished for Durant Resort Expansion.
- 2018:** Choctaw Nation Headquarters relocates to a new building in Durant.
- 2020:** The U.S. Supreme Court ruling on *McGirt vs. Oklahoma* supporting tribal sovereignty.
- 2021:** The Choctaw Cultural Center opens to the public.

C. Legal Requirements

Acquisition of material will be in accordance with the appropriate Choctaw Nation of Oklahoma regulations. However, other international treaties and local, state, and federal regulations and the UNESCO convention will be reviewed as needed. No items will be acquired that were obtained through illegal or clandestine activity.

- 1. Religious/Cultural Considerations:** In providing repository functions the Choctaw Cultural Center shall work within Choctaw Nation of Oklahoma's laws to regulate the inventory, study, collection, curation, and/or disposition of materials to ensure that the religious and cultural beliefs of the tribe and its current citizens and ancestors are respected.

2. **Exceptions:** Subject to collections advisory committee approval, the Choctaw Cultural Center may accept and act as a repository for collections of material obtained illegally in cases where doing so will help promote: 1) prevention of random disposal; 2) preservation of information; and 3) cultural education, and 4) the preservation/continuation of Choctaw culture. In such a case as there is an open Choctaw Nation of Oklahoma-FBI ARPA investigation that is non-NAGPRA affiliated, the Choctaw Cultural Center may temporarily and safely house these artifacts if no other safe space is available. Acceptance of such materials must be carried out in a way that will not encourage similar methods or further such collecting of materials. Whenever possible the Choctaw Cultural Center will attempt to have the person offering such material redirect that offer to the rightful owner. In all such cases, the Choctaw Cultural Center will make all reasonable efforts to return the material to the rightful owner.

D. Special Considerations

1. **Native Nations:** Relationships between the Choctaw Cultural Center and other Native American nations and descendent communities and peoples will be governed by respect for the human rights of Native Americans and for the values of research and public education. The Choctaw Cultural Center recognizes the value of historic, cultural and scientific research as well as public education, and the need to pursue them in a respectful, non-intrusive manner that recognizes the rights of Native American nations and descendent communities and peoples. In keeping with this philosophy, the Choctaw Cultural Center will consult with the Historic Preservation Department, the collections advisory committee, as well as the Choctaw Nation's Internal Review Board regarding ownership, consent, and treatment issues before deciding whether to acquire any culturally sensitive materials. When entering into agreements for the acceptance of, or continued care for, archaeological or repository collections, the Choctaw Cultural Center may issue such stipulations as are necessary to ensure that the collection, treatment, and dispositions of culturally sensitive materials include adequate consultation with concerned parties and are otherwise consistent with this policy.
2. **Care and Trust Agreements:** In some cases, it may be necessary to temporarily house items that tribal members or tribal communities do not have the means to care for on their own. All requests for a care and trust agreement will be considered on a case-by-case basis and subject to the

Choctaw Cultural Center's mission and available space and resources. The collections advisory committee and the Choctaw Cultural Center's senior leadership will determine if items can be accepted via a care and trust agreement and will work with the owner and/or tribal community to ensure appropriate care of items and duration of the agreement.

The Choctaw Cultural Center does not hold legal title to these collections and will not do any alteration, conservation or repairs on these items. Access to these items will be determined in the trust agreement between the depositor and the Choctaw Cultural Center, and it will provide the same care and respect to the items as it does for comparable items under its control. Items will be stored in their existing boxes and bags unless they are deemed to be hazardous, at which point collections staff will suggest alternate supplies. Any storage costs for these collections for services and supplies valuing up to \$500 will be borne by the Choctaw Cultural Center. Any amount for supplies over that threshold will need to be funded via donor, grant, or other outside funding. This type of agreement is only approved by the collections advisory committee and Choctaw Cultural Center leadership. The duration of this agreement will automatically renew unless the depositor notifies the Choctaw Cultural Center that they wish to terminate the agreement. Notice of termination will be made at least 30 days prior to the expiration date.

- 3. Purchase of Materials:** Materials considered for purchase by the Choctaw Cultural Center will be scrutinized to avoid encouraging unethical collection practices or trafficking in illegal materials. All collections or items purchased for the collections must be approved in advance by the senior director.
- 4. Found in Collections:** These are items that are in the Choctaw Cultural Center's possession, are not supported by any documentation, and/or lack sufficient evidence to prove ownership by the Choctaw Cultural Center. Procedures for managing found in collection items are detailed in a separate document. If clear title can be established, the Choctaw Cultural Center may choose to keep or deaccession/dispose of the item, using the appropriate methods. If the item is deemed to be a hazard to the collections or the people who care for it, the item may be disposed of immediately following documentation.

E. Temporary Custody

1. **Temporary Custody Agreement:** Materials left in the Choctaw Cultural Center temporarily, whether solicited or unsolicited, shall be registered under a temporary custody agreement. The term of this agreement will not exceed 90 days unless otherwise stipulated. This agreement must be in writing and be signed by both parties.
2. **Disposition:** Materials left with or unanticipatedly mailed to the Choctaw Cultural Center staff by persons refusing to execute a temporary custody agreement will be considered abandoned property and either accessioned or disposed of as the Choctaw Cultural Center deems appropriate and in accordance with abandoned property, best practices, and tribal law.³⁴
3. **No Alteration:** Materials left in temporary custody may be photographed and examined via standard professional methods by the Choctaw Cultural Center for its own purposes, but no alteration, restoration, or repair of the materials will be undertaken without written permission of the owner.
4. **Care for Material:** The Choctaw Cultural Center will provide the same care for materials in its temporary custody that it provides for similar materials in its permanent collection. However, collections specific materials and preventative conservation efforts will be minimal.
5. **No Insurance Coverage:** Materials covered by temporary custody agreements will not be insured by the Choctaw Cultural Center.
6. **Change of Ownership:** Should a change in ownership occur, the new owner must provide satisfactory proof of legal ownership before material will be released.
7. **Prompt Pick-up:** If the owner does not retrieve their material by the date stipulated in the temporary custody agreement, the Choctaw Cultural Center will follow a prescribed procedure to contact the owner, request removal, and then accession or dispose of the material as they deem fit.
8. **Policy Notification:** The Choctaw Cultural Center will provide the owners or authorized agents with a copy of this policy when executing the temporary custody agreement.

³⁴ See Appendix F & G for further information.

9. **Staff Responsibility:** Staff members accepting materials into the Choctaw Cultural Center without registering them shall be considered personally responsible for their loss or damage. Only collections staff may accept items intended for the permanent collections.

F. Accessioning and Documentation

Documentation is essential to maintain the identity, cultural value, and, in instances of items of Native American provenance, spiritual care of an item. The Choctaw Cultural Center maintains paper acquisition and catalog records, a computerized acquisitions database, collections inventories, and additional support documentation for all collections. Cataloging and documentation of items will be completed as soon after accessioning as time constraints and availability of appropriate expertise allow.

1. **Numbering:** Items approved for accession into the permanent collection shall be registered by assigning a sequential accession number. This number shall be affixed to collection objects in a permanent manner appropriate to the nature of the material and in accordance with currently accepted professional museum and archival standards.
2. **Accessioning File:** A file shall be kept for each accession number and shall contain documentation concerning proof of ownership, donor or previous owner, date of acquisition, and any other information about the nature in context of the material.
3. **Cataloging:**
 - a. **Standards:** All Choctaw Cultural Center acquisitions shall be catalogued in accordance with currently accepted professional museum and archival standards.
 - b. **Information to Include:** Cataloging shall include, whenever possible, a technical description of the material, information about date and place of origin, previous ownership and use, special circumstances surrounding the use or manufacture of the material, cultural context and sensitivity, value, condition, and photographs or video of the material.
 - c. **Expert Knowledge:** The Choctaw Cultural Center will seek further information and understanding from subject matter experts to ensure that

the data collected and preserved about an item is complete and accurate. This particularly applies to items with Native American cultural affiliation and the need to better understand the cultural materials, their context, and their appropriate treatment.

4. Records:

- a. **Importance:** The Choctaw Cultural Center considers the documentation related to material in its collections to be of primary importance. Documentation enhances the intellectual value of the collections and facilitates proper care and handling of material. It also informs potential users of special conditions and provisions regarding materials. Collecting additional documentation to enhance existing information about the collections is a priority for the Choctaw Cultural Center and shall be part of the day-to-day activities of the Choctaw Cultural Center collections staff.
- b. **Overarching Types:** Records associated with curatorial and registration functions will be kept as hardcopy files within the accession files and/or maintained as a digital record in the electronic database.
 - i. Registration records document the legal status of the item, the item's location, movement, condition, care, and deaccession. These include the records of all inventories done of the collections or items as well as artifacts or assemblages on exhibit.
 - ii. Curatorial records document provenance, legal status, research information, and descriptive catalog.
- c. **Field and Research Notes:** Records associated with the collections, including records generated by research and field work are considered part of the Choctaw Cultural Center's collections. These items shall be accessioned or maintained, as appropriate in consultation with the collections advisory committee and/or tribal archaeologist to ensure sensitive information is appropriately identified and restricted.
- d. **Professional Standards:** Collection records, including source, location, and subject cards/notes, accession files, accession book, and all computer files shall be kept in accordance with currently accepted professional museum standards.

- e. **Duplicate Records:** For security purposes, additional digital copies of accession files and/or the digital collections database will be created and stored away from the main storage of accession records. All digital records are backed up by the Choctaw Cultural Center and paper collections records are housed in fireproof cabinets.

- f. **Access to Collection Information:** Collection records are not usually public information. Data contained in the Choctaw Cultural Center's acquisition records will be available to the public on a limited basis. Certain types of information may be kept private (e.g. the name of an anonymous donor, locations of archaeological sites, culturally sensitive information, associated confidential appraisal information, prices paid, certain vendors, etc.). Access to collections information is provided at the discretion of the Choctaw Cultural Center's senior director.

- g. **Inventory:** The permanent collection and items on loan to the Choctaw Cultural Center shall be inventoried on a rotating basis, or as needed. The Collections Department will develop a schedule of inventories to ensure that all items are inventoried, and an accurate record kept of item description, condition, and location. Inventories are conducted:
 - i. **Section-by-Section:** An inventory performed on a scheduled basis, consisting of inventorying based on rotating areas or collections.

 - ii. **Spot Check:** An inventory done sporadically to check the accuracy of records and the location of a small percentage of the collections. Random spot checks shall be conducted regularly. At minimum, a 1% spot inventory must be completed every two years.

 - iii. **Project Based:** An inventory performed as the result of a defined exhibit or project. Defined projects include rehousing, data management, research, relocation, or other selective criteria. It provides the opportunity to verify locations and data of discrete groups of items or specimens.

VII. Collections Care, Conservation, and Storage

A. Collections Care

The Choctaw Cultural Center holds its collections on behalf of the Choctaw Nation of Oklahoma and its citizens. Since the care of collections is paramount to its mission, the Choctaw Cultural Center strives to maintain the collections in accordance with accepted museum, archival, and cultural standards while considering staff resources, budgetary allowances, and available storage facilities.

The Choctaw Cultural Center's collections are extremely diverse, encompassing a wide variety of items and records, each requiring particular environmental standards. A stable environment for all items in storage or on display will be maintained to protect from deleterious effects. The collections staff will monitor the following environmental information to maintain a high level of care for materials. This includes, but is not limited to, excessive light, heat, humidity, and dust. The environmental needs of specific materials will be considered.

B. Responsible Parties

The Choctaw Cultural Center's collection staff shall exercise direct oversight and supervision of the Choctaw Cultural Center's collections. They shall be responsible for the management and care of all collection items owned by, on loan, and in the temporary custody of the Choctaw Cultural Center. The objectives for collection care are expedited by the facilities manager who is responsible for communicating between the Choctaw Cultural Center and facility services, including contractors, environmental services and controls, police and fire departments, and the security and safety features of the building.

C. Security

Access to secure storage is restricted by biometric, electronic card, and/or keyed access. Immediate access is restricted to electronic card holders with biometric data on file, which includes direct collections care staff, the facilities manager, and security. All work conducted in the storage areas by interns, volunteers, contract laborers, etc. is closely monitored in person by collections staff or other approved key holders. All other monitoring is regularly performed through electronic surveillance equipment by approved Choctaw Nation security personnel.

D. Storage

The goal of storage is to protect and preserve collection items. Good storage environments and materials are essential to long-term item preservation. In addition to constraints noted under security, all storage areas will be monitored consistently by temperature and relative humidity data loggers. The reports generated using this data are used to adjust the HVAC system, as necessary. An integrated pest management plan is acted upon to keep storage areas clean of pests that could adversely affect the collections. Light should consist of non-UV producing products and should remain off unless collection staff are working in the area. Due to the nature of the lighting system in collections storage, time within storage should be limited and work performed in the collections workroom, if possible.

E. Preventive Conservation

The Choctaw Cultural Center abides by the concept of preventive conservation, the goal of which is to minimize damage to the collections by agents of deterioration. For information concerning pest management, see section **VII. Collections Care, Conservation, and Storage, Sub-Section G: Pest Management.**

- 1. Handling:** Safe handling and movement of collection items is always practiced in the Choctaw Cultural Center. All appropriate staff shall be made aware of their basic and continuing responsibility to preserve and protect collection items in storage or on exhibition. Appropriate training is provided for all individuals given permission to handle collections. Additionally, all staff with access to collections are periodically trained and refreshed in appropriate handling, packing, and shipping procedures by the collections staff. The goal of this training is to ensure the safety of the collections as well as the staff.
- 2. Temperature:** Within controllable areas, temperature levels are sustained using an HVAC system. Lower temperatures are better for artifact preservation because chemical and biological activity increases with higher temperatures. In areas around the campus where people are present, the temperature should remain between 65° Fahrenheit and 70° Fahrenheit. For storage places where people are seldom present temperatures in the 40° Fahrenheit to 60° Fahrenheit range are desirable. Temperatures in collections

areas should never exceed 75° Fahrenheit. Abrupt changes in temperature, which put great stress on artifacts, must be prevented.

3. **Relative Humidity:** Due to the extreme sensitivity of many artifacts to relative humidity, control of relative humidity is crucial. For most items, relative humidity should be kept between 40-60% with a monthly fluctuation of less than 5%. Iron and some other materials, like paper, require much lower relative humidity levels for long term preservation.

4. **Light:**

- a. Light levels in the galleries are adjusted for each new exhibition and/or according to the requests of lenders.
- b. Light levels are measured in footcandles or lux at the beginning of each exhibition and during the run of the exhibition if lights are altered or lamps replaced. Lighting choices will be selected based on the most sensitive material on display.
 - i. Sensitive collections including textiles, watercolors, photographs, and other papers should be viewed in a maximum light of 5 footcandles (50 lux).
 - ii. Less sensitive collections including oil paintings, wood, and leather a maximum light level should be 15 footcandles (150 lux).
 - iii. Least sensitive collections including most metal, ceramics, stones, and glass a maximum light level should be 30 footcandles (300 lux).
- c. Any fluorescent bulbs in the collections and in the exhibits are covered with ultraviolet (UV) filters. LED lighting is preferred and if fluorescent lighting is found, efforts are made to change it to LED lighting.
- d. UV light should ideally be between 0-10 microwatts per lumen – numbers at or near zero (0) are preferred. The maximum amount of UV is 75 microwatts per lumen.
- e. Collections should be kept in darkness while in storage. When it is necessary to introduce light levels into the storage area, the exposure time will be limited as much as possible.

- f. Lights will be turned off in the exhibit area when the exhibit space is closed to the public.
5. **Emergency Preparedness and Disaster Planning:** The Choctaw Cultural Center and the Choctaw Nation takes a proactive stance against potential disasters. In preparation and in conjunction with the Choctaw Nation Safety Department policies, the disaster management plan will be updated every five (5) years, or as needed, as will the salvage plan.
6. **Exhibition:** Exhibition cases are constructed of materials known to be safe for the exhibition of museum items. The Choctaw Cultural Center will inventory and change the items on exhibit periodically in order to protect them from light damage, dust, dirt, insects, and general deterioration.

F. Conservation

Conservation is a continuing responsibility and is specific to individual items. It is an intervention measure, designed to return a deteriorated or damaged item to stability, through reversible and minimally intrusive methods. The Choctaw Cultural Center recognizes its obligation to pursue a deliberate and systematic program of conservation, as well as conservation projects oriented toward a particular purpose or a single item. All repair, restoration, or conservation measures shall respect the historical, physical, and cultural integrity of the item. As such, the Choctaw Cultural Center enforces the conservation philosophy of minimal chemical and physical trauma to the item, use of sympathetic materials, the principle of reversibility, the compatibility of materials, and the keeping of complete and accurate records of the conservation process.

1. **Treatment:** All treatments applied to artifacts and specimens will be done in accordance with American Institute of Conservation guidelines and in consultation with appropriate staff or conservators. Treatments may or may not take place within the physical boundaries of the Choctaw Cultural Center building or campus; efforts will be made for treatment to take place in an environment that minimizes hazards to the items undergoing conservation as well as to the occupants of the building. All treatments will be performed by trained staff or a contracted conservator. Appropriate documentation will accompany all treatments.

2. **Conservators:** When Choctaw Cultural Center staff does not have the requisite training to effect conservation on an item, the services of a professional with requisite training, experience, and specialization within the necessary field of conservation (e.g. items, textiles, paintings, paper, architectural conservation, etc.) will be sought.
 - a. All contracted conservators must abide by federal and state laws, regulations, and procedures regarding the use of and disposal of chemicals.
 - b. All items being conserved require the contracted conservator to supply proof of adequate insurance, estimate of costs, condition report(s), description of proposed treatment, progress reports, final treatment report, and photo documentation of treatment.

G. Pest Management

The Choctaw Cultural Center uses integrated pest management (IPM) as a primary line of defense against infestations (insect, rodent, and other biological infestation). Procedures are outlined in the IPM document to be updated every three (3) years. IPM includes the use of good housekeeping techniques, regular monitoring of collections, building and environs, identification of pest species, and treatment as required.

1. Monitoring is done with the aid of a recognized pest control company.
2. Periodically, a chemical barrier is applied along the foundation of the building's exterior, the growth of vegetation along the foundation as well as tree overhangs at the roofline are monitored.
3. Structures on the Choctaw Cultural Center campus that are separate from the main building are monitored and treated as necessary by a recognized pest control company.
4. The Choctaw Cultural Center uses a monitoring and detection system of sticky traps and enclosed traps for mice. The traps are removed and replaced every six months or as needed. When an infestation is identified, the item or specimen is isolated and treated in the safest manner possible. Preferred treatments include temperature modification and anoxic treatment. The use of pesticides is discouraged and used only when other methods are

exhausted or impractical. If the use of pesticides is necessary, it is done in accordance with OSHA regulations.

5. No food or drink is permitted in collection or archive storage.
6. Events, Programs, and Dining: During receptions when food and drink are served, guests will not consume refreshments in the exhibit areas. After a reception, complete cleanup must be done immediately. This includes removing the trash from the building as well as sweeping and/or mopping spilled debris. The restaurant kitchen, dining area, and any classrooms Choctaw Cultural Center where food is used or consumed will be cleaned every night and periodically throughout the day, as needed. No garbage containing foodstuffs should remain in the building overnight.
7. Staff members, interns, and volunteers have access to a break room as well as the onsite restaurant for lunch and snacks. Foodstuffs should only be consumed in those areas. Drinks may be consumed in offices but must be transported using covered containers. No garbage containing foodstuffs should remain in the building overnight.
8. All rules and restrictions detailed in the Choctaw Nation Occupational Safety and Health document **CNOSH - Workplace Safety and Organization (Housekeeping)**³⁵, reference number 3860, shall be followed. If the rules and restrictions are at variance between the Choctaw Cultural Center Collection Management Policy and the Housekeeping Policy, the more restrictive rule and/or regulation will prevail.

H. Risk and Disaster Management

A disaster management plan is formulated to pursue due diligence in protecting human life, preserve the Choctaw Cultural Center's valuable collections, and guard its buildings in the event of a disaster. As such, a disaster management plan is maintained to mitigate, prepare for, respond to, and recover from disasters. The plan will be updated every five (5) years, or as needed. The plan consists of two units:

1. **Emergency Procedures Plan:** This covers procedures to handle medical emergencies, power outages, fire, flood, water damage, explosions, chemical

³⁵ See Appendix H.

spills, gas leaks and suspicious odors, tornadoes and severe storms, earthquakes, vandalism, theft, personal safety, threats and suspicious items, and civil disturbances. A mapped evacuation plan and list of emergency contacts is also included.

2. **Disaster Preparedness Plan:** This covers responsibilities in the event of a major disaster or minor emergency, including the following tenets:
 - a. The primary responsibility is to safeguard the lives of people.
 - b. The second responsibility is to safeguard the Choctaw Cultural Center's irreplaceable collections.
 - c. The tertiary responsibility is to safeguard the building and environs.

I. Insurance

The Choctaw Cultural Center shall procure adequate insurance coverage for the collection, exhibitions, and items on loan. The amount of insurance carried shall be reviewed annually by the senior director and collections advisory committee.

VIII. Access and Use of Collections

A. General Policy

Any direct access to or use of the permanent collection must be consistent with the Choctaw Cultural Center's responsibility for their care and preservation.

B. Public Access

1. **Researchers:** Access to items in the collection will be granted to researchers and others who demonstrate a serious and legitimate purpose, after following request procedures and receiving the appropriate approval(s).
2. **Research:** All research proposals utilizing the collections of the Choctaw Cultural Center will be reviewed by collections staff prior to initiation to ensure that the integrity of culturally significant information and practices are

- maintained and that there is no unfair stigma or harm to the overall community, culture, or heritage of the Choctaw Nation. Collections staff may forward research requests to the collections advisory committee for further review.
- a. Upon the request of the collections advisory committee, researchers will contact the Choctaw Nation Institutional Review Board if a research proposal has the possibility to affect the overall community, culture, or heritage of the Choctaw Nation. Written documentation will be required from the Institutional Review Board before further consideration of the research proposal can occur.
 - b. The Choctaw Cultural Center has editorial review rights. Research that will be published or presented will be submitted for review and approval to the Choctaw Cultural Center collections advisory committee prior to dissemination. The right to waive review is at the discretion of the collections advisory committee.
3. **Culturally Sensitive Information:** Items considered culturally sensitive, as determined by collections staff, the collections advisory committee, Historic Preservation staff, and community members, will be restricted. The collections advisory committee will review research petitions to view restricted materials.
 4. **Facilitation and Supervision:** Collection personnel will provide users with as timely and complete access to the collections as possible. If a curator is not responsible for a collection, the responsibility falls to the registrar. Staff or their designee will provide supervision as well as providing instruction on proper handling and use of collections.
 5. **Application for Access:** Users of collections must apply for access at minimum 14 days in advance, be approved by the appropriate Collections Department staff member, and the Director of Curation. Credentials and references may be required. Exceptions may be granted only by the senior director. If items being requested for access are of a sensitive nature, additional time might be required to obtain the necessary permissions. The need for additional time will be expeditiously communicated to the petitioner.

6. **Criteria:** Access to the collections will depend on the nature of the proposed use of the item, the condition, cultural sensitivity, value, and rarity of the item as well as the availability of staff time. Additionally, access to items will be granted in accordance with applicable international, federal, state, and local regulations.
7. **Exhibits:** Providing access to items on exhibit is discouraged and will only be permitted in instances of compelling need and importance.
8. **Fees:** Fees will be charged when use of the collections creates a significant impact on time or other resources. The user will have access to the current fee schedule and be notified in advance when fees are warranted.
 - a. A licensing fee will apply and is set by the senior director based on several factors including, but not limited to, the proposed number of media copies, proposed retail price, and distribution. Depending on the proposed use, the Choctaw Cultural Center may also require a profit-sharing arrangement.
 - b. A fee for use will apply and is based on several factors including, but not limited to, staff time, resources used and/or consumed, special arrangement, insurance, or the need to outsource to an approved vendor.
 - c. If additional insurance is required, it is the responsibility of the applicant to furnish the Choctaw Cultural Center with proof of coverage.
9. **Supporting Documentation:** The registrar will provide the user with reasonable access to supporting documentation except in situations involving privileged information such as donor identification, appraisal value, etc. Photocopying, at the user's cost, is at the discretion of the Collections Department.
10. **Destructive Research:** Prior written approval must be obtained before destructive research on collections material may commence. Approval will depend on the nature and necessity of the research, the reputation of the researcher or institution, the importance of the item and the existence of duplicate or similar material in the collections. The researcher will provide the Choctaw Cultural Center with all material remnants and a timely report of the results of the research.

11. Revoking Access: The collection staff may revoke access to the collections when the safety of the item or the individual is, or appears to be, jeopardized. The Choctaw Cultural Center reserves the right to hold users liable for any damage they cause to collections.

12. Alternate Collections: Non-permanent collections have been assembled for teaching, reference, or as exhibition props. If not being used by the Choctaw Cultural Center, requests to borrow items from these collections is based on a first come first served basis, and use will be at the discretion of the collections' primary caretaker.

C. Exhibits

- 1. Advance Notice:** Access to material on exhibit is discouraged and will be permitted only in cases of compelling need and importance. Exceptions may be granted only by the appropriate staff member. Requests to temporarily remove material on exhibit for use, including photography, must be submitted in writing thirty (30) days in advance of the actual use.
- 2. Photography:** Photography of material on exhibit will be allowed in designated areas only. Loaned items are not to be photographed unless the loan agreement states otherwise.
- 3. Surveillance:** In secured areas of the collections, users must always be accompanied by collections personnel or designated staff member. Monitored electronic surveillance equipment is in use 24/7 in public and secure areas.

D. Educational Programming

Material in the Choctaw Cultural Center's permanent collection will be used in educational programming only under the following conditions:

1. Items requested are not culturally sensitive or restricted.
2. Appropriate material is not available in the teaching collections.
3. Use of the material occurs within the Choctaw Cultural Center.
4. The appropriate collections personnel approves and supervises in-house use of collections material.

5. Proposed use of collections material does not endanger or compromise the integrity of the material.

E. Private Use

The Choctaw Cultural Center will not loan material from its collections to any Choctaw Nation staff, volunteers, or individuals for private use. Special requests to use items of cultural patrimony needed for religious ceremony will be taken before the collections advisory committee for review and approval.

Offices within the Choctaw Cultural Center may be used as exhibition space particularly for two-dimensional material, at the discretion of the appropriate collection personnel. Proper storage and exhibition techniques must be observed in such cases, including the periodic rotation of items. The safety and preservation of the items must be the primary consideration of the Choctaw Cultural Center.

F. Rights, Reproduction, and Fair Use

This policy pertains to the scholarly or commercial creation and use of electronic, photographic, or physical reproductions of items maintained in the Choctaw Cultural Center's collections. The policy also restricts publication of imagery of the Choctaw Cultural Center's exhibitions and the use of electronic exhibit media.

The Choctaw Cultural Center is both a user and holder of intellectual property right and seeks to safeguard the intellectual integrity of its collections as it promotes access for educational purposes. The Choctaw Cultural Center is the guardian of irreplaceable archaeological, historic, cultural, and scientific property. To protect the collections from commercial exploitation, the Choctaw Cultural Center will restrict the physical and photographic reproduction of items in its collection and may charge fees for the right to reproduce any of its holdings.

1. **Scholarly Use:** Photographs, videos, and/or reproductions created for educational purposes without personal or financial gain shall be considered on a case-by-case basis. This includes, but is not limited to, museum exhibitions. Appropriate fees may apply.

2. **External Commercial Use:** Photographing or reproducing material from the Choctaw Cultural Center's collections for commercial use requires prior written approval by the senior director. Such use may entail a fee or percentage of profit and must be related to the purpose of the Choctaw Cultural Center. Item licensing and/or reproductions created for personal or financial gain may be considered on a case-by-case basis.
3. **Scholarly and External Commercial Use Considerations:**
 - a. **Easily Identified:** Reproductions must be clearly and permanently identifiable as reproductions (e.g. reproductions may be identifiable by materials, size, and/or markings).
 - b. **Copyright:** Any necessary clearance of rights beyond those held by the Choctaw Cultural Center is at the expense of the applicant.
 - c. **Supervision:** Choctaw Cultural Center staff must accompany commercial photographers, videographers, film crews, and/or members of the media when photographing or filming.
 - d. **Image Release:** It is the responsibility of the requester to obtain permission to film or photograph individuals using image released forms, or something similar. Minors shall not be photographed without parental/guardian permission. Before an individual of any age is photographed or filmed the requester will inquire regarding the use of such forms.
 - e. **Contract:** A contract listing all details of use is required for scholarly and commercial reproduction requests.
 - f. **Third-Party Contracts:** If a third-party is hired by the contracting entity to photograph, film, or otherwise reproduce an item, place, or intellectual property belonging to the Choctaw Cultural Center, it is understood that the results are under a limited, one-time use contract. Additional approval is needed to utilize the results for other purposes not stated in the original agreement.
 - g. **Approval:** The Choctaw Cultural Center reserves editorial review rights for items representing their collections, facilities, or intellectual property. The Choctaw Cultural Center is the only entity allowed final approval.

advisory committee. Requests to view objects of cultural patrimony from other tribal communities must receive approval from the appropriate Tribal Nation.

- b. **Culturally Sensitive and Restricted Items:** Items considered culturally sensitive and/or have been restricted from public use cannot be photographed. If a tribal member/researcher receives approval to view culturally sensitive items from the collections advisory committee and/or the appropriate Native Nation, no photographs, scans, or reproductions of any kind can be made.
- c. **Items on Loan:** No usage permissions (e.g. photography, reproductions, research access, etc.) shall be granted for objects on loan or held in trust for other agencies unless allowed by the lending agency or owner.
- d. **Deterioration:** Restrictions may be imposed upon the method of reproduction allowed for items that are more susceptible to heat, light, or other agents.
- e. **Destruction:** No reproductions will be allowed that will destroy, or otherwise irrevocably alter items from the permanent collection.
- f. **One-time Use:** Any permissions to reproduce items is restricted to one-time use. The senior director must approve any subsequent use.
- g. **Alterations:** Modifications are not permitted without written approval of the senior director and the copyright holder, if applicable.
- h. **Gift Shop Purchases:** The Choctaw Cultural Center's sale of a reproduction does not grant publication authorization. If the item or image in question is under copyright, permission to publish must be sought from the owner of the rights, as well as from the Choctaw Cultural Center.
- i. **Electronic Use:** Text and image files, audio and video clips, and other content on the Choctaw Cultural Center's website or other virtual museum publications, including, but not limited to virtual exhibits or online catalogues, are the property of the Choctaw Cultural Center and may be protected by copyright and other restrictions. Copyrights and other proprietary laws for the content and design of the Choctaw Cultural

Center's website may also be owned by individuals and entities other than, and in addition to, the Choctaw Cultural Center. The Choctaw Cultural Center expressly prohibits the copying of any protected materials on its website, except for the purposes of fair use as defined by in copyright law, and as described below.

- j. **Donations:** Reproductions must not be deposited with commercial archives, libraries, museums, repositories, or other entities.

6. Rights of the Choctaw Cultural Center:

- a. To set standards for how items or properties will be photographed or reproduced.
- b. To approve any outside company or individual hired or contracted to film, photograph, or otherwise reproduce the items or the properties, and in certain circumstances restrict reproduction to Choctaw Cultural Center staff and resources.
- c. To approve final reproductions and the context of their publication or distribution.
- d. To require credit accompanying all uses of reproductions to read: *From the collections of the Choctaw Cultural Center, Durant, Oklahoma.*
- e. To, at its sole discretion, withhold and/or withdraw permission to photograph, record, or reproduce items in its care.
- f. The Choctaw Cultural Center does not grant exclusive rights to reproductions or licensing.

- 7. **High-resolution Images:** In all internal, electronic, web publication, and marketing use, images of items should not exceed 1000 pixels on their largest side.

- 8. **Right of Refusal:** No permission for the use of these services shall be granted to any individual, group, institution, or corporation that has been shown to practice or advocate discrimination based on race, creed, sex, national origin, color, age, or disability. Neither will permission be granted to applicants whose proposed use is unacceptable to the Choctaw Cultural Center or the

Choctaw Nation. The Choctaw Cultural Center may also deny permission to photograph, film, or otherwise reproduce any item where handling may endanger the integrity of the item.

9. Responsible Parties: Designated associates shall be responsible for managing all internal and external requests for reproductions of material in the Choctaw Cultural Center collections. They will confer with the appropriate staff to determine if the current state of the intended item will allow for the proposed reproduction process. Designated associates will also gather appropriate material on copyright restrictions and ensure that such rights are protected. The Choctaw Cultural Center will exercise due diligence in determining the copyright status of items brought into the collection and will credit the copyright holder in all publications. All reproductions from the Choctaw Cultural Center’s collections will clearly be marked as reproductions.

10. Copyright law: Many parts of the Choctaw Cultural Center’s holdings are protected by copyright, that is, a form of protection provided by the laws of the United States (17 U.S.C.), to the authors of “original works of authorship,” including literary, dramatic, musical, artistic, and in certain other intellectual works. Section 106 of the 1976 Copyright Act generally gives the owner of copyright the exclusive rights to the following:

- a. The right of reproduction
- b. The right of adaptation
- c. The right of distribution
- d. If the work is of such nature, the right of performance
- e. If the work is of such nature, the right of display

11. Fair Use: This refers to the legal right of individuals to use copyrighted materials for certain purposes without infringing on the copyright protections associated with those items. Section 107 of the U.S. Copyright Act outlines four factors that must be considered when determining whether a specific use of a work is protected under fair use. Below is a portion of section 107 that lists the following factors:

“In determining whether the use of a work in any particular case is fair use the factors to be considered shall include –

- i. the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;

- ii. the nature of the copyrighted work;
- iii. the amount and sustainability of the portion used in relation to the copyrighted work as a whole; and
- iv. the effect of the use upon the potential market for or value of the copyrighted work.

The fact that a work is unpublished shall not itself bar a finding of fair use if such finding is made upon consideration of all the above factors.”

12. Digital Millennium Copyright Act: The nature of historical collections, such as those at the Choctaw Cultural Center, means that copyright or other information about restrictions may be difficult or even impossible to determine. The Choctaw Cultural Center seeks communications from any copyright owners who are not properly identified, so that appropriate information may be provided in the future. This information should be in writing and addressed to the registrar for review.

13. Known Copyright Disclosure: The Choctaw Cultural Center will follow the appropriate Choctaw Nation of Oklahoma best practices, regulations, and/or laws regarding intellectual property. Due diligence will include informing the interested party about any known copyright restrictions.

G. Photography and Filming

This policy pertains to photography or videotaping Cultural Center exhibits for informal or personal use with the goal of allowing for guests to document their visit, while protecting artifacts and specimens from overexposure to light as well as maintaining copyrights where applicable. (For scholarly or commercial use see section **Rights, Reproduction and Fair Use**.)

1. **Location:** The Choctaw Cultural Center permits informal personal use photography and videotaping throughout the Choctaw Cultural Center campus, except where posted.
2. **Restrictions:**
 - a. No flash photography, tripods, monopods, or selfie sticks are permitted in the exhibition areas.

- b. Additional photographic equipment is prohibited (e.g. lights, reflectors, props, costumes, models), except with special approval or under commercial contract (see section **Rights, Reproduction and Fair Use** for commercial use).
- c. Photographs cannot be published, sold, reproduced, transferred, distributed, or otherwise commercially exploited in any manner whatsoever except with special approval or under commercial contract (see section **Rights, Reproduction and Fair Use** for commercial use).

IX. Exhibits and Interpretation

A. Purpose

The Choctaw Cultural Center's exhibitions fulfill its core mission in support of research, teaching, and public service. Exhibitions might include long-term, short-term, traveling, and/or special exhibitions.

B. Criteria

All exhibitions, including items and support materials, will be consistent with the following qualifications.

1. Exhibits will have a clear connection to the Choctaw Cultural Center's mission.
2. Exhibits will be consistent with professional standards and best practices in museum design and exhibition. They will consider and incorporate the long-term preservation requirements of accessioned specimens and artifacts used in exhibits.
3. Exhibits will subscribe to museum best standards and practices of conservation, safety, and security.
4. Exhibits will have cultural, intellectual and/or scholarly merit, with accurate content and interpretive text. This information will be consistent with the intellectual integrity of the exhibit.

- a. The Choctaw Cultural Center will maintain institutional control and intellectual integrity of all exhibitions.
 - b. The Choctaw Cultural Center will maintain the intellectual integrity of borrowed exhibitions.
5. Exhibits will subscribe to the tenets of public service and education.
 6. Staff from the Collections Department should be advisory members of exhibit planning and production teams when collections are used or present.
 7. Exhibits will not:
 - a. Present information objects or viewpoints in a way that violates the ethics of Choctaw traditional culture, or that is harmful to the Choctaw community, families, or individuals.
 - b. Encourage private collecting of archaeological materials or the looting of material culture.
 - c. Publicize or promote commercial products or services.
 - d. Willfully, with malice aforethought, impugn the reputation of any person or group of persons.
 - e. Threaten the health and safety of staff or visitors.
 - f. Compromise artists' or scholars' rights.
 - g. Promote a particular religious or political belief, attitude, or dogma.
 - h. Intentionally or unintentionally promote an attitude of prejudice against any person or persons.
 - i. Perpetuate myths or stereotypes viewed as negative or demeaning to a people, race, gender, religion, sexual orientation, or ethnic group.

C. Special Considerations

1. All exhibitions will be executed in compliance with relevant federal, state, and local laws and regulations (including but not limited to those dealing with copyright, research, endangered species, etc.).
2. The exhibition of culturally sensitive materials, if attempted, will be done with tact and respect for human dignity and only in consultation with the group represented. However, some exhibitions that conflict with our community's cultural protocol will not be considered (e.g. images of burials or funerary items, sacred places including Nvnih Waiya Cave).
3. Exhibit proposals containing culturally sensitive materials will be presented to the collections advisory committee for recommendations in the initial planning phase. Culturally sensitive items or knowledge may include:
 - a. Traditional medicine
 - b. Spiritual practices
 - c. Locations of historic sites, archaeological sites, or sacred places that could subject them to potential damage.
4. Individuals, institutions, and other entities involved with exhibition will abide by the Choctaw Cultural Center's code of ethics.
5. Lenders, donors, and business support will be made known. Request for anonymity will be honored unless there is a perceived and/or real conflict of interest. Such situations will be resolved under advisement of legal counsel.
6. All exhibitions and related activities will be consistent with the Integrated Pest Management (IPM) policy and procedures.
7. The rotation or removal of items will be honored based on preservation, safety and security, and/or research needs.

X. Loans

Loans are an important means of fulfilling the Choctaw Cultural Center's desire to exhibit authentic articles and artifacts of art, history, and science to inspire curiosity, foster community pride, and cultivate personal legacy.

A. General Loan Policy

The Choctaw Cultural Center may borrow or lend material for the purposes of exhibition or study. Decisions to borrow or lend material on a temporary basis will be made by the collection staff, approved by the senior director, and acknowledged by the collections advisory committee in accordance with this policy.

B. Term of Loans

Material shall be loaned for a maximum period of one year, unless otherwise approved by the collections advisory committee.

C. Staff Responsibilities

1. **Arranging Loans:** Loans can originate in multiple ways, however, the registrar is included at the beginning of discussions. The registrar and the concerned collection personnel will review or formulate any terms and conditions. If the terms and conditions lie outside of the standard terms and conditions or contain special circumstances, approval will be sought from the director of curation and the senior director.
 - a. **Paperwork:** All loan agreements will originate with the registrar. All paperwork generated by other Collection Department staff, including letters of inquiry, responses, and other communications should be sent to the registrar to complete the file.
 - b. **Care:** The registrar, in consultation with curators and the director of curation, is responsible for packing, unpacking, pest control, shipping, insuring, and providing condition reports for all incoming loans.
2. **Identifying Restrictions:** The registrar shall be responsible for identifying any restrictions, including culturally sensitive items, that may preclude

loaning or borrowing material and for informing the appropriate staff of such restrictions.

3. **Research Loans:** All items borrowed for research will originate by and be the responsibility of the requesting curator, in cooperation with the registrar.
4. **Condition Reports:** Condition reports are required for all loan items.
5. **Suitability:** The registrar shall evaluate the condition of loan material being requested. If the items are found to be unsuitable, suggestions for alternate items will be given.
6. **Final Authority:** The senior director shall make final decisions on loans when necessary and shall inform the collections advisory committee of any unusual circumstances.

D. Incoming Loans

1. **Lenders:** Items may be borrowed at the discretion of the Choctaw Cultural Center from other nonprofit institutions, commercial galleries, corporate collections, professional organizations, and individuals. All proposed loans will be carefully reviewed to ensure they are of demonstrable benefit to the Choctaw Cultural Center and consistent with its mission, goals, and policies.
2. **Criteria:** The primary criteria for the Choctaw Cultural Center to request the loan of an item from an institution or private collector is the item's relevance to an exhibition at the Choctaw Cultural Center. The condition of the item is ascertained prior to the loan to ensure that it is appropriate for exhibition at the Choctaw Cultural Center.
3. **Authority:** The Choctaw Cultural Center may borrow material for exhibition, research, education, documentation, or review for acquisition. All material will remain in the custody of the Choctaw Cultural Center until it is returned to the lender.
4. **Documentation:** All loans must be accompanied by a written incoming loan agreement indicating all rights and responsibilities, including any fees. These agreements may originate or be accompanied by documents from the lending institution.

- a. All special circumstances or restrictions that put a burden of risk on the Choctaw Cultural Center need to be evaluated and approved by the senior director.
- b. All loan agreements must be completely signed and insurance in place before borrowed items are accepted on the premises.

5. Restrictions:

- a. The Choctaw Cultural Center will not knowingly borrow material of illegal, questionable, or unethical provenance or ownership. Neither will the Choctaw Cultural Center borrow material whose method of acquisition violates the United Nations Educational, Scientific and Cultural Organization (UNESCO) Conventions, the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), state and federal wildlife laws, state and federal antiquities laws, Native American Graves Protection and Repatriation Act (NAGPRA), or any other pertinent local, state, national, or international laws.
- b. Prospective lenders may be required to submit satisfactory proof of ownership, including:
 - i. notification that the item has not been stolen
 - ii. the item has not been illegally exported
 - iii. the item was not illegally removed from an archaeological site
 - iv. the item is not held in violation of any laws or professional practices relating to plants, wildlife, sacred items, or human remains.

If a legal or ethical problem develops from the exhibition of borrowed material, the Choctaw Cultural Center may withdraw the material from exhibition and terminate the loan agreement.³⁶

- c. Borrowed material must be in such condition to withstand the strains of transit, exhibition, or study.

³⁶ See appendix D.

- d. Incoming loans shall be declined if they are:
 - i. Perceived as commercial entanglements.
 - ii. Compromise the reputation of the Choctaw Cultural Center or Choctaw Nation because of undue financial or personal gain by or for the lender.
 - iii. Pose a potential or actual conflict of interest for Choctaw Cultural Center or Choctaw Nation leadership, council, trustees, staff, interns, or volunteers.
 - iv. Pose a threat to the collections.
 - v. Cannot be properly cared for.
 - e. The registrar and/or collections personnel will not transfer possession or alter in any way items the Choctaw Cultural Center has received on loan, without the express written approval of the lender.
 - f. All material brought into the Choctaw Cultural Center that is not covered by a formal loan agreement will be covered by the Choctaw Cultural Center's acquisition policy. This includes all pending acquisitions and all loans of a period of less than one month.
- 6. Photography:** Unless stipulated otherwise in the loan agreement or addendum(s), the Choctaw Cultural Center shall allow any and all materials on loan to be photographed or videotaped by the general public for personal or non-profit purposes while it is on exhibit. However, no flash photography will be permitted by the general public. If there is a request to photograph items on loan for profit making purposes, the owner of the collection shall be contacted for their permission. Choctaw Cultural Center staff has the right to process and photograph items for internal documentation.
- 7. Care of Loaned Material:** The Choctaw Cultural Center will give material in its custody the same care provided similar material of its own. No alteration, restoration, or repair to material will be undertaken without the written authorization of the owner.
- 8. Insurance:**

- a. Unless otherwise instructed, the Choctaw Cultural Center will provide wall to wall insurance (subject to standard exclusions) for the duration of the loan. All items listed on the incoming loan agreement shall reflect the fair market value specified.
 - b. If the lender elects to maintain his/her/their own insurance, the Choctaw Cultural Center shall be supplied with a certificate of insurance naming the Choctaw Cultural Center as an additional insured or waiving its right of subrogation.
 - c. If insurance is waived by the lender, this waiver shall constitute the agreement of the lender to release and hold harmless the borrower and any of their employees, agents, officers, directors, representatives, and underwriters from any and all liability for damage or loss of the item(s) lent.
- 9. Condition Reports:** The condition of the borrowed material will be documented by the lender and reported to the registrar prior to formalizing the loan.
- 10. Loan Termination:** If the lender wishes to terminate the loan at any point during the agreed loan period, he or she must provide the Choctaw Cultural Center with written notice at least sixty (60) days from the time of return to process the request. Longer notice periods for larger collections, or those used in an exhibit may be specified in loan agreements. The Choctaw Cultural Center will only release loaned materials into the custody of the lender, or the lenders agent, verified in writing by the lender, unless the lender preauthorizes the Choctaw Cultural Center to oversee loans of their property to agreed upon entities for research, exhibition, and educational purposes. This authorization will be part of the signed loan agreement for the care of the lender's property.
- 11. Disposition After Expiration of Loan:** Upon expiration of the loan, the material will be returned according to the lender's instructions. If a lender, or an authorized representative of the lender, is unable to be contacted and/or does not reclaim the loaned material within the agreed upon length of time, the Choctaw Cultural Center will proceed in accordance with the recommendations of the Oklahoma Museums Association, guidelines from

the American Alliance of Museums, and/or state laws pertaining to abandoned property.³⁷

- 12. Change of Ownership During Loan:** The lender shall provide change of ownership information, in writing, to the registrar. It is the lender's responsibility to keep the Choctaw Cultural Center informed of any changes in their address or ownership during the period of the loan. Should legal ownership of an item change during the loan period and the Choctaw Cultural Center is not informed, the new owner will be required to satisfactorily prove title to the Choctaw Cultural Center before the item will be surrendered.
- 13. Permanent Loans:** No permanent loans will be accepted, except in the case of extremely important items or if a Memorandum of Agreement has been signed. Exceptions are authorized by the senior director of the Choctaw Cultural Center.
- 14. Temporary Custody:** Items brought in by visitors, with the approval of the appropriate collections personnel, may be left temporarily in the custody of the registrar to identify, study, or examine, either as a public service or as a possible gift, purchase, or loan. Items left in temporary custody of the Choctaw Cultural Center must be documented as a temporary, short term loan, with the owner being issued a temporary custody form as receipt. Only the appropriate collections personnel can complete the agreement and accept items.

E. Outgoing Loans

- 1. Objective:** To provide a greater understanding of the Choctaw Nation and Choctaw Cultural Center's collections, as well as to provide access to the collections. The Choctaw Cultural Center will lend items from its collections for exhibition, scientific study, and educational outreach projects.
- 2. Authority:** The authority to approve an outgoing loan ultimately rests with the senior director.

³⁷ See appendix F.

3. Borrowers:

- a. The Choctaw Cultural Center's material may be loaned to recognized institutions, organizations, and individual researchers associated with an accredited institution, whose expressed purpose for the loan is research, exhibition, or education. The Choctaw Cultural Center will not loan material from its collections for private use. Special requests to use items of cultural patrimony needed for religious ceremony will be taken before the collections advisory committee for review and approval.
- b. Material leaving the Choctaw Cultural Center for conservation is considered an outgoing loan and treated accordingly. The Choctaw Cultural Center may provide insurance for such purposes.

4. Criteria:

- a. All loan requests must be received in writing no less than six (6) months in advance of the time the material is desired.
- b. Borrowers are required to provide a standard AAM facility report or its equivalent, prior to final loan approval.
- c. Item condition will be considered before approving an outgoing loan, including its ability to withstand the requirements of packing and transport, the duration of the exhibit, and its recent exhibition history.
 - i. In certain situations, the prospective borrowing institution might fund conservation by a Choctaw Cultural Center approved conservator.
 - ii. All fees for conservation, including transport, will be borne by the borrowing institution.
 - iii. The Choctaw Cultural Center will choose the conservation option that will best stabilize the item for the duration of the loan. Any additional conservation costs will be borne by the Choctaw Cultural Center, so as not to be perceived as exploiting the borrowing institution.
- d. Primary considerations for the approval of any loan include:

- i. Previously scheduled exhibitions, research, or conservation.
 - ii. Care and security provided by the borrower.
 - iii. Condition, value, and rarity of the requested material.
 - iv. Proposed use of the material.
 - v. Availability of Choctaw Cultural Center staff to facilitate the loan.
- e. Material shall not be loaned if, in the opinion of the appropriate collection personnel, the material is of such importance, rarity, or fragility that it must not be exposed to any danger of loss by removal from the Choctaw Cultural Center.
- f. Unless otherwise agreed upon in writing, borrowers shall use the following credit line in exhibits: *From the collections of the Choctaw Cultural Center, Durant, Oklahoma.*
- 5. Documentation:** All loans must be accompanied by a written outgoing loan agreement indicating all rights and responsibilities, including any fees. These agreements may originate or be accompanied by documents from the borrowing institution.
- a. All special circumstances, restrictions, or requests need to be evaluated and approved by the senior director.
 - b. All loan agreements must be completely signed and insurance in place before loaned items leave the premises.
- 6. Duration:** Outgoing loans will be for a one-year period, unless otherwise specified. The loan may be renewed with the written approval of the senior director, prior to the return date.
- 7. Restrictions:**
- a. All restrictions placed on material and documents in the accession records whether by a curator, registrar, conservator, or donor must be honored.

- b. Material subject to active repatriation proceedings shall not be loaned.
- c. Material for which the Choctaw Cultural Center's legal ownership has not been established or has been challenged shall not be loaned.
- d. Culturally sensitive items will not be loaned without the notification of the collections advisory committee and unless:
 - i. The borrower demonstrates active consultation with the culturally affiliated Native American groups for the items requested.
 - ii. The borrower provides written recognition and sanction from the pertinent Native American tribal authorities for the loan of culturally sensitive or religious material.
 - iii. The exhibition, storage, and transportation of culturally sensitive material reflects both currently accepted professional museum standards and sensitivity to cultural beliefs.
- e. Loans of archaeological and natural history material will be made in accordance with international, federal, state, and local regulations. All necessary permits must be secured by the borrower prior to final loan approval.
- f. The borrowing institution will not transfer possession, repair, clean, alter, or restore items it has received on loan without express written approval of the appropriate collections staff. Exceptions to the requirement for written approval to clean or alter may vary by collection.

8. Costs and Fees:

- a. Unless otherwise stated, all costs incurred in the borrowing of the artifact(s) from the Choctaw Cultural Center will be borne by the borrowing institution. This includes but is not limited to the costs of crafting mounts and cases, transportation, and insurance at full value, if applicable.
- b. The Choctaw Cultural Center reserves the right to charge loan fees in addition to the above stated charges. Any loan fees must be paid by the borrowing institution prior to the release of the artifacts.

- 9. Termination:** The authority to recall the loan prior to the noted end date rests with the senior director.
- 10. Reproduction and Replication:** Commercial use of loaned material, including photographing or otherwise reproducing or replicating such material, shall be prohibited without prior authorization.
- a. If permission is granted, permission is for one-time use only, unless otherwise noted. Any subsequent use requires a separate application and permission.
 - b. Credit must be given to the Choctaw Cultural Center and the creator of the work if known. The following credit line should be readily associated with the item or image and will read: [collection title, if applicable], Choctaw Cultural Center, Durant, Oklahoma.
 - c. If the image is still under copyright, and the copyright is not held by the Choctaw Cultural Center, the borrower must seek permission from the creator of the work or from the current copyright holder.
 - d. Copies of images or items from the Choctaw Cultural Center in any media, including but not limited to electronic, photographic, and photocopy, may not be deposited or placed on file in any other repository without specific consent of the Choctaw Cultural Center, and may not be supplied to commercial archives or publishers for resale.
 - e. A copy of the reproduced or replicated loaned material will be submitted to the Choctaw Cultural Center, whether the reproduction or replication be an item on display or featured in a publication or broadcast.
- 11. Care of Loaned Material:** Borrowers must demonstrate intent and ability to provide appropriate care and security for any borrowed material as well as exercise museum standard care in handling and preserving such material. Borrowers also must abide by any special written instructions from the Choctaw Cultural Center.
- 12. Insurance:** Borrowers shall insure the loaned material for the amount specified on the face of the outgoing loan agreement and must provide proof of insurance to the Choctaw Cultural Center. The items will fall under the

borrower's insurance as soon as it is in the care, custody, and/or control of the borrowing institution or their authorized agent. Borrowers are responsible to the Choctaw Cultural Center for any loss or damage resulting from the loan.

13. Condition Reports: The condition of the borrowed material will be documented by the appropriate collections staff and submitted to the borrower prior to formalizing the loan. The borrowing institution will complete and submit condition reports when the item(s) arrive and depart the borrower's facilities.

14. Costs and Fees:

- a. Unless otherwise stated, all costs incurred in the borrowing of the artifact(s) from the Choctaw Cultural Center will be borne by the borrowing institution. This includes but is not limited to the costs of crafting mounts and cases, transportation, and insurance at full value, if applicable.
- b. The Choctaw Cultural Center reserves the right to charge loan fees in addition to the above stated charges. Any loan fees must be paid by the borrowing institution prior to the release of the artifacts.

15. Termination: The authority to recall the loan prior to the noted end date rests with the senior director.

16. Care of Loaned Material: Borrowers must demonstrate intent and ability to provide appropriate care and security for any borrowed material as well as exercise museum standard care in handling and preserving such material. Borrowers also must abide by any special written instructions from the Choctaw Cultural Center.

17. Condition Reports: The condition of the borrowed material will be documented by the appropriate collections staff and submitted to the borrower prior to formalizing the loan. The borrowing institution will complete and submit condition reports when the item(s) arrive and depart the borrower's facilities.

18. Monitoring:

- a. If an item is being loaned for an exhibition, the borrowing institution will provide images of the item post installation.
 - b. The loan might be monitored by assigned Choctaw Cultural Center staff during the loan period through reports or site visits.
- 19. Loan Returns:** Upon expiration of the loan period, the borrower shall arrange for the safe and timely return of the material.
- 20. Long-term Loans:** The Choctaw Cultural Center may offer long-term loans of artifacts or specimens in its permanent collection to other cultural institutions that, by reason of the original terms of acceptance, cannot be otherwise transferred or sold.
- a. All long-term loans shall follow the procedures for review and approval listed for normal museum accessions or transfers.
 - b. All long-term loan agreements must specify the period of the loan, the procedures for renewal, and the conditions under which the loan agreement can be terminated.
- 21. Education or Reference Collection Loans:** Materials from the Choctaw Cultural Center's education or reference collections are designed to be loaned to a broader audience than items from the Choctaw Cultural Center's other collections. The Choctaw Cultural Center may loan items from the education or reference collection to educators, artists, community groups, researchers, and individuals for use in cultural events and educational opportunities. The Choctaw Cultural Center will allow these items to be handled and used. All loans from the education or reference collections will be made at the discretion of the overseeing staff and the senior director. The registrar may be called upon to formalize the loan process if the item(s) being borrowed will be on loan for a year or longer or if they are being borrowed in conjunction with items from the permanent collection. If the registrar is not included in the loan process, the department originating the loan of education or reference material needs to supply the registrar with the pertinent item and loan information, so that it can be included in the item file.
- 22. Conditional Acceptance:** Failure to adhere to the terms of previous loans will be deemed adequate cause for denying loan requests. In such instances,

alternative measures to ensure compliance, such as requiring the borrower to post a performance bond, may be considered.

23. Courier:

- a. The possibility of using a courier for outgoing loans is based on certain primary facts, which include:
 - i. Certain items that are of a fragile nature, whether by construction or formation, size, materials used, deterioration by age or abuse, and/or required special handling or installation techniques.
 - ii. Certain items are irreplaceable, rare, and unique, politically or culturally sensitive, of extreme value, etc.
 - iii. Certain shipping routes may prove dangerous to fragile items because such routes expose the item to careless handling, excessive movement, changing and/or extreme temperatures, and other human and/or natural hazards.
- b. The Choctaw Cultural Center may, under any of the above circumstances, require that a courier accompany the outgoing loan. The courier may be selected from the staff of the Choctaw Cultural Center, from the borrowing institution, or be externally contracted.
- c. In instances when a courier is required, the Choctaw Cultural Center and the borrowing institution shall agree upon the terms of the courier, in advance. They may include that:
 - i. The courier must be a museum professional who understands the condition of the item and its special requirements, is familiar with the packing, is trained in handling, and is experienced with transport procedure.
 - ii. The courier will take full responsibility for protecting the item.
 - iii. The courier will be made aware of and understand the responsibilities entrusted to him/her and of all known possible hazards which might be encountered in transit.

- iv. The borrower and the Choctaw Cultural Center will agree on costs related to the courier, on which institution shall pay for the service, and on the method of reimbursement for expenses whether foreseen or unforeseen.
 - v. The shipment of an item will not become the basis for unrelated travel or activity unless previously approved by the senior director and all expenses for the unrelated travel and activity are absorbed by the courier.
- d. The agreement to courier an item should be part of the loan agreement and a separate written agreement. All special requirements should be stipulated in writing at the outset.

XI. Deaccessioning

A. General Deaccessioning Policy

1. **Public Trust:** The Choctaw Cultural Center holds its collections as a public trust and recognizes that the public interest may, on rare occasion, be served best by removing certain materials from its collections. The Choctaw Cultural Center recognizes that deaccessioning may erode public and donor confidence in the institution thereby impairing the Choctaw Cultural Center's ability to enhance and enlarge its collections and to fulfill its mission.
2. **Good of the Collections:** The decision to deaccession material from the collections shall be made with the collections and the Choctaw community in mind. Consideration of any politics, individual opinion, or other aspect of Choctaw Cultural Center operations is inappropriate.
3. **Non-permanent Collections:** Items from the education/teaching, curatorial/reference, and ephemera/exhibit prop collections do not require formal deaccessioning.
 - a. Procedures for the withdrawal/disposition of items from non-permanent collection are established.
 - b. Internal transfer over disposition is preferred.

- c. It is understood that perception can be adversely affected when removing any item from a collection, and so appropriate documentation will be tracked and retained as well as restricting the method of disposition.
- 4. Depository/Repository Collections:** It is recognized that depository/repository collections have their own policy and procedures for removal from the collections that will be followed.
- a. **With Formal Agreement:** The Choctaw Cultural Center will consult the agreement when desiring to dispose of any collections derived from a formal agreement with federal, state, or local entities. If no such stipulations occur in the agreement, the contracting entity will be consulted and supplied with a withdrawal or disposition list that details the reasons needed for withdrawal or disposition.
 - b. **Without Formal Agreement:** If no formal agreement is in place, or the original formal agreement has lapsed and the contracting entity cannot be reached, the Choctaw Cultural Center will adopt the abandoned property procedures as outlined by the Oklahoma Museums Association³⁸ and/or Oklahoma abandoned property laws.³⁹

B. Authority and Responsibility

The collections advisory committee has the authority to deaccession and dispose of material to which the Choctaw Cultural Center holds clear title and material that the Center owns by default as abandoned property.

C. Criteria

Material may be deaccessioned from the Choctaw Cultural Center's collections for the following reasons:

1. To remove material that is potentially hazardous to human health or other collections.

³⁸ See appendix F.

³⁹ See appendix G.

2. To relieve the Choctaw Cultural Center of responsibility and care for material that has deteriorated to the point that it is no longer of use and conservation exceeds the value of the material.
3. To relieve the Choctaw Cultural Center of responsibility and care for material that does not fall within the present or future Choctaw Cultural Center's statement of purpose, scope of collections, or serve its purpose.
4. To upgrade the quality of the collections.
5. To relieve the Choctaw Cultural Center of responsibility and care for material for which authenticity, attribution, or genuineness is determined to be false or fraudulent, and the item lacks sufficient aesthetic merit or important to warrant retention.
6. To prevent redundancy that is deemed to be without merit.
7. To carry out mutually beneficial exchanges of materials with another museum, educational, or scientific institutions.
8. To transfer to another museum, educational, or scientific institution, material that is deemed by the Choctaw Cultural Center to be significantly more useful and relevant to the collections and programs of other institutions than to those of the Choctaw Cultural Center.
9. To negotiate insurance compensation for any insured loss of material.
10. To comply with conditions set forth by the Native American Graves Protection and Repatriation Act or other such laws and legal instruments which nullify the Choctaw Cultural Center's title to the item.
11. To permit destructive analysis, provided that the information to be obtained is deemed to outweigh the value of the material and its possible future use.
12. To accomplish any other purpose deemed by the collections advisory committee or Choctaw Nation to be appropriate within the spirit of its this policy, the Choctaw Cultural Center's statement of purpose, and applicable law.

D. Restrictions

1. **Restrictions Discouraged:** The Choctaw Cultural Center discourages the acceptance of any conditions or restrictions regarding the disposition of material accessioned into its collections. However, documented conditions and restrictions will be considered prior to deaccessioning.
2. **Removal of Restrictions:** The Choctaw Cultural Center reserves the right to take appropriate legal action to remove such conditions if, in the interest of the Choctaw Cultural Center and its collections, such action is deemed necessary.
3. **Confirm Ownership:** The Choctaw Cultural Center shall make every reasonable effort to confirm its ownership of material before deaccessioning it.
4. **No Violation of the Law:** No transaction will be carried out that violates federal, state, or local law.
5. **NAGPRA Restrictions:** No material subject to NAGPRA, but remaining within the Choctaw Cultural Center, will be subject to destructive analysis, nor will it be sold.
6. **Ethical Restrictions:** Deaccessioned materials may not be acquired directly or indirectly by members of the Choctaw Cultural Center staff or collections advisory committee, Choctaw Nation Council, third parties acting in their interests, or anyone whose association with the Choctaw Cultural Center might give them advantage in acquiring the deaccessioned materials. Nor shall the above noted individuals benefit from the sale or trade of deaccessioned materials.
7. **Sales in Choctaw Nation Stores:** Materials approved for deaccession may not be sold through any store, physical or virtual, established by the Choctaw Nation or Choctaw Cultural Center.

E. Disposition

1. **Internal Transfer:** The Choctaw Cultural Center may internally transfer a deaccessioned item into a non-permanent collection.

2. **Exchange or External Transfer:** The Choctaw Cultural Center may dispose of items deaccessioned from its collections by exchange with or transfer to an appropriate museum, educational, or scientific institution. Material also may be transferred to the teaching collections or to Native American groups through the Native American Graves Protection and Repatriation Act.
3. **Sale:** The Choctaw Cultural Center may, under circumstances defined in the procedure manual, sell material which has been deaccessioned from its collections. Income from the sale of deaccessioned material shall be used only for the acquisition of collections items.
4. **Geographic Consideration:** Consideration will be given to disposition options which place the material within the most appropriate geographic region.
5. **Other Methods of Disposition:** Items that cannot be exchanged, transferred, or sold will be removed from the collections and discarded in an appropriate manner.

XII. Implementation, Review, and Revision

The implementation of this collection management policy is essential to its success. All collection staff will be expected to read and understand the policies contained herein, as well as abide by them. When departmental policies are established, the collection management policy should be reviewed and used as a guide. An electronic copy will be easily accessible and maintained on the Choctaw Cultural Center's shared drive as well as posted on the Choctaw Cultural Center's website.

The collection management policy should be reviewed and updated for accuracy at least every three (3) years considering changes in applicable law, standard practice, changing conditions, and priorities, or more frequently if conditions warrant. The collections advisory committee will conduct a first review, with collection staff and the Choctaw Cultural Center senior director having final approval. The revised document shall be subject to approval by the effective governing authority.