

UCA Guidelines for Donation of Art Works

Introduction

The UCA Art Collection exists to enhance the educational mission of the university. The Public Art Committee is charged by the University to make recommendations regarding the acquisition, placement, and maintenance of the collection on campus. At no time may a university committee, collection director, or UCA Foundation, Inc., staff, or university faculty or staff member offer formal written appraisals for objects that are under consideration for acquisition or donation. The donor, or donor organization (such as the UCA Foundation, Inc.), maintains fiduciary responsibility for any work of art until The Public Art Committee formally accepts the object, at which time the work of art becomes University property, is inventoried, and becomes the responsibility of the University. The University Collections Management Policy and gift policies adopted in 2007 by the UCA Foundation, Inc., conform in purpose and intent to responsibly address management of art works as educational and financial resources of the university.

ALL GIFTS OF ART: NOTICE GIVEN

All reasonable care and available resources will be dedicated to securely exhibiting and caring for gifts of art work; however, individual works are not assigned a specific rider for insurance purposes (with the exception of public art) and are not covered under standard building and contents damages provided by the Risk Management Division of the Arkansas Insurance Department. Neither the University nor the UCA Foundation is responsible for damage to, or theft of, donated works of art.

Procedure:

- UCA Foundation staff review "Works of Art" packet with donor.
- The Foundation prepares a draft "Deed of Gift" for the donor, attaching one copy of the purchase title, a statement of fair market value*, a brief summary of ownership history (provenance), and a photograph of the object.
- The executive committee of The Public Art Committee reviews the "Deed of Gift" to determine alignment of the gift with collection goals and objectives, and to establish a reasonable financial commitment to provide for gift maintenance.
- UCA Foundation informs donor in writing of Committee decisions and recommendations.
- If necessary, the Foundation will prepare, and the donor will co-sign, an addendum to the Deed of Gift that identifies the donation amount to be applied to gift preparation and/or maintenance.
- UCA Foundation provides a Letter of Acceptance to the donor and the Public Art Committee.

**Gift with fair market values of more than \$5,000 must be accompanied by an appraisal determined by a qualified independent appraiser, as required by the IRS. Gifts of \$5,000 and less must have one of the following:*

- *An appraisal determined by a qualified independent appraiser.*
- *A bill of sale (sales tax excluded).*
- *An invoice and a copy of the check or personal credit card statement showing payment (sales tax excluded).*

- *A statement of value determined by a qualified expert on the faculty or staff of the institution, excluding those at the institution whose fund-raising totals are directly affected by the gift.*
- *A statement provided by the university for a charity auction, identifying the purchaser's winning auction bid.*

Conditions for Acceptance: Gift Will Meet One of Two Purposes

Gifts of Art Work for Educational Purposes

The University of Central Arkansas and the UCA Foundation, Inc., accept gifts of fine and public art work for educational purposes, to include: exhibition and interpretation, and classroom use. In order to efficiently manage, utilize, and preserve such works of art, the University and the UCA Foundation accept unrestricted gifts. The Public Art Committee determines the conditions under which unrestricted gifts are accepted for educational purposes. Before any gift may be accepted into The UCA Art Collection, it must:

- be submitted to, and its pertinent information reviewed by, The Public Art Committee prior to purchase, donation, or delivery;
- have adequate documentation to prove clear title and transparent provenance: works of art in potential conflict with the UNESCO Convention, NAGPRA, or national protection acts may not be considered for acceptance (*See Appendix, Addendum F: Codes of Ethics.*);
- be an original work of art or an object significant to the educational goals and objectives of the collection according to its quality and function (*See Appendix, Addendum B: Designation of Original Works.*);
- be of sufficient condition to withstand study, exhibit and interpretation, storage, and/or classroom use; and
- be accompanied by sufficient assets necessary to, and available for, its acceptance, maintenance, exhibition, storage, and conservation.

Gifts of Art Work to Benefit the University Mission

The University of Central Arkansas and the UCA Foundation, Inc., accept gifts of fine and decorative art work to benefit educational programs through immediate sale or distribution of such gifts for monetary gain, or by exchange to accommodate an acquisition of other art work. In order to facilitate transference of title and advantageous management, the University and the UCA Foundation accept unrestricted gifts for sale or distribution, that:

- are original works of art (*See Appendix, Addendum B: Designation of Original Works.*),
- have adequate documentation to prove clear title and transparent provenance: works of art in potential conflict with the UNESCO Convention, NAGPRA, or national protection acts may not be considered for acceptance (*See Appendix, Addendum F: Codes of Ethics.*), and
- are of sufficient quality and provenance to secure a meaningful return on the management of the gift and sale: base of \$1,000 per object profit.

Addendum E

Gift Agreement, UCA Foundation, Inc.

[NAME OF DONOR] (hereinafter referred to as the Donor), sole and absolute owner of these materials, does hereby transfer, give, grant, and assign to University of Central Arkansas Foundation, Inc. (hereinafter referred to as the Foundation) and its successors and assigns the materials described as follows:

[DESCRIPTION OF MATERIALS]

The Foundation accepts the materials described above under the terms of this agreement. These materials have been identified as having met the goals of the Guidelines for Donations of Art Works.

Copyright (Donor will initial the appropriate statement and cross out the other.)
Donor retains all copyrights he/she holds in the materials.
Donor transfers all copyrights he/she holds in the materials to the Foundation.

Transfer of Materials to the Foundation

The materials will be physically conveyed to the Foundation by means mutually satisfactory to the Donor and the Foundation.

Materials Not Retained by the Foundation (Donor will initial the appropriate statement and cross out the other.)

Any materials that the Foundation determines to be inappropriate for retention in the collection will be disposed of in accordance with standard Foundation procedures.
Any materials that the Foundation determines to be inappropriate for retention in the collection will be returned to the Donor.

Processing, Cataloging, Displaying and Research Access

The Foundation will designate to the Public Art Committee to arrange, describe, catalog, display, preserve, and provide access to these materials in accordance with standard Foundation and archival procedures. The materials will be open for research in accordance with the regulations and procedures of the Foundation for unrestricted collections.

Additions

The terms of this agreement will cover all future transfer of materials by the Donor unless a specific addendum accompanies a particular transfer of materials.

(Donor's signature) (date)

University of Central Arkansas Foundation

President (date)