

## SMITHSONIAN DIRECTIVE 401 Appendix A

August 29, 2006

## SMITHSONIAN INSTITUTION SPECIAL EVENTS POLICY FOR OUTSIDE ORGANIZATIONS

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#### I. Introduction

We are so pleased that your organization is planning to co-host an event with the Smithsonian Institution. The success of your event is very important to us and our Special Event Coordinators are eager to assist you and help make your event a wonderful occasion.

The Smithsonian Institution is supported by federal appropriations, the trust resources of the Institution, and by the generosity of donors — including foundations, corporations, organizations/associations, and individuals. Because there is no public admission charge to Smithsonian facilities, it is through such private financial support that many of the activities of the Smithsonian are made possible.

# I. Introduction (continued)

It is traditional for organizations which offer a substantial unrestricted donation to a Smithsonian museum to be invited to celebrate the gift by cosponsoring a special event in the museum. Such a celebratory occasion provides an opportunity for the museum and the donor to jointly commemorate their collaboration. However, although the Smithsonian allows reasonable latitude in the recognition of donors, it must be clear that such acknowledgement is in appreciation for the gift, rather than as a commercial endorsement.

The Smithsonian is grateful for your very generous donation. These funds will be used for various urgent needs, including educational programs, the restoration of our artifacts, and for the design, fabrication, maintenance, and operation of our exhibits. Your contribution helps the Institution bring the collections and programs we all value so highly to the millions of visitors who come to the Smithsonian every year from all over the world.

The following policies apply to co-hosted special events in the museums of the Smithsonian Institution. This special events policy for non-Smithsonian organizations supplements the provisions of the Institution's policy for special events outlined elsewhere in SD 401.

## II. Approval Criteria/Process

- A. Consistent with the objectives of Title VI of the Civil Rights Act of 1964, Smithsonian facilities shall not be made available to any organization that practices or advocates discrimination based on age, color, religion, sex, national origin, or condition of handicap.
- B. Non-Smithsonian-related events such as fund raisers for other than the Smithsonian Institution and those events of a political, religious, promotional, or personal nature (e.g., weddings) may not be held at the Smithsonian. In addition, no commercial, ticketed events are permitted.

#### III. Terms

## A. Confirmation/Written Agreement

- The museum's special events office will prepare a Memorandum of Agreement that confirms the event date, the contribution, number of guests expected, and event scenario.
- The Memorandum of Agreement must be signed by the donor/organization representative and returned to the museum's special events office by the date specified in the letter.

## **B. Smithsonian Staff Event Participation**

- All special events in Smithsonian facilities are cohosted by the museum and the donor/organization. The director of the museum, or designee, acts as co-host at the special event.
- Official welcoming remarks, delivered by the director of the museum, or designee, are a traditional part of a co-hosted event at the Smithsonian. This allows the museum a brief opportunity to represent the Smithsonian in acknowledging the significance of the occasion and the generosity of the donor.
- 3. On occasion, a number of senior Smithsonian staff attends co-hosted special events. The exact number will be determined by mutual consent with the cohost on a case-by-case basis. Names and titles of these individuals will be provided to the donor/organization, if requested. This represents an important element in the overall public education/outreach program of the Smithsonian.
- 4. The museum's special events office is an integral partner in all phases of the event process as well as a resource for assistance. A designated Special Events Coordinator has final approval over all aspects of the event, and will work directly with a single point of contact from the participating organization throughout event planning.

## III. Terms (continued) C. Event Time Frames

- As a matter of Smithsonian policy, special events should not interfere with the normal public visitation to the museum. The regular operating hours of the Smithsonian museums are 10:00 am to 5:30 pm. Given the need to allow for proper cleaning from the day's visitors to the Smithsonian, event time frames must be approved by the museum's special events office.
- 2. Receptions and dinners, including a program, are designed for up to a three-hour time period.
- 3. Requests for morning or daytime events will be handled on a case-by-case basis.

## D. Speaking Program

Should guest speakers be included as a part of the event, the speaking program and/or topic must be non-partisan in nature. Each speaker's name and topic must be submitted in writing to the museum's special events office prior to the event. The Smithsonian host will make welcoming remarks and introduce the co-host.

## E. No Smoking Policy

Smoking is **not** permitted in any Smithsonian Institution building at any time.

#### F. Logos and Trademarks

 Any use of the trademark or logo of a donor/organization in connection with the event must be approved in advance in writing by the Smithsonian. Requests for all approvals of this nature are to be facilitated through the museum's special events office, and are subject to the Smithsonian's policies on donor recognition.

- 2. The trademark or logo of a donor/organization may not be placed on the invitation to the event, except in certain specific cases. If it is used, the Smithsonian logo must also be incorporated, and the invitation must be cleared in advance. As an alternative, the donor's logo may be incorporated on an insert card within the printed invitation package.
- 3. A trademark or logo of a donor/organization may **not** be used on a podium.

## G. Invitation/Program Design and Copy

- 1. The style and text of the invitation, program, and handouts must be submitted to the Special Events Coordinator for approval in writing prior to final preparations for printing (i.e., the blue-line stage).
- Because a Smithsonian museum is the co-host of the special event, all invitations are issued from the director of the individual museum and/or an appropriate Smithsonian official. The donor/organization is also represented by the title of the highest ranking representative of the co-hosting organization.

#### H. Invitation Guest List Policy

In order to provide background information to the museum director and to security staff, the donor/organization involved will be asked to provide the names and affiliations of guests prior to the event. This list will **not** be used for solicitation or publicity purposes.

The Smithsonian expects that any event held in a Smithsonian facility will comply with all applicable rules and regulations governing the attendance or participation of Members of Congress or their staffs in the event.

#### I. Promotional/Advertising Materials

1. The names of the Smithsonian Institution and its museums are registered trademarks and may not

be used in any document without prior written approval from the museum's special events office.

- Except as otherwise permitted in writing, the Smithsonian Institution does not allow or authorize the use of its name, or images taken from within its museums, to be used to promote or advertise products or services of any commercial organizations or contractors associated with the Institution, or donors to the Smithsonian.
- 3. All printed materials and objects to be distributed, or visual presentations to be made, at special events must receive prior approval from the museum's special events office.
- Arrangements for press and broadcast media coverage of a special event must be handled in conjunction with, and approved by, the individual museum involved.
- 5. Any printed, visual, or broadcast materials (e.g., brochures, advertisements, TV commercials, public service announcements, press kits, letterheads, press releases, banners, etc.) produced by the donor, by an organization acting on the donor's behalf, or by a co-hosting organization, which refer to the Smithsonian or its museums or programs, must be submitted to the museum's special events office for approval by the museum's Office of Public Affairs prior to use.
- 6. Advertising and promotional materials may make no reference to specific corporate brands, products, or services, or make use of advertising slogans concerning products or services. The only exception is the case in which the company name and product are the same (e.g., Coca-Cola, Nike, and Xerox).
- 7. The use of signage and banners inside Smithsonian museums must be approved by the museum's special events office. No banners may be used outside the museums.

#### J. Videotaping/Recording

- The format and equipment associated with the still photography/videotaping/recording of an event must take into account the comfort level of guests and be approved in advance by the Special Events Coordinator. Cameras should be fully self-contained and use unobtrusive lighting.
- Photographs and videotape footage of the individual museum may be used for archival and noncommercial corporate and institutional purposes only. These images may **not** be used for advertising, commercial, or promotional purposes. All use of cameras must be approved by the museum's special events office.

## K. Catering Firms/Vendors

- The Smithsonian Institution will provide cosponsoring organizations with a non-inclusive list of suggested catering firms and other vendors, such as florists, beverage distributors, musicians, etc., which are familiar with the procedures and operations of the Smithsonian.
- 2. The selected catering firm/vendor is responsible for operating under the museum's catering guidelines.
- 3. The Smithsonian has final approval in the selection of the catering firm.
- 4. The catering firm/vendor must coordinate all arrangements and access to the individual museum through the Special Events Coordinator.
- 5. The co-sponsoring organization is fully responsible for the actions and compliance of all vendors and service personnel to the Smithsonian's special events operational procedures.
- Insurance The donor/organization will require its catering firm and other vendors to provide the Smithsonian with evidence of the limits of its

insurance, and will name the Smithsonian Institution as an "Additional Insured" party for the use of the facility. This evidence of insurance may be provided by a certificate of insurance, and must be received by the museum's special events office at least one week prior to the event. Insurance coverage requirements are as follows:

- a. Commercial General Liability \$1,000,000 per occurrence, including coverage for products liability and contractual liability
- b. Liquor Liability Coverage \$1,000,000
- c. Automobile Liability Coverage \$1,000,000 per accident for bodily injury and property damage
- d. Workers' Compensation statutory limits
- e. Large Groups If there are more than 2,000 guests, the limit of liability increases to \$5,000,000 per occurrence
- 7. Indemnification and Hold Harmless Provision In its agreement with the donor/organization, the catering firm/vendor must agree to indemnify and hold harmless the Smithsonian Institution and its museums from any and all claims, liability, costs, and expenses arising from any act or omission of the catering firm/vendor, its agents, or employees, including injury to the catering firm/vendor employees or agents, or to a third party, arising out of the use of the facility. The catering firm/vendor must provide the Smithsonian with a signed certificate to this effect. In addition, the donor/organization must provide evidence of this agreement.

Leftover Food — It is common practice that after larger events, with the co-sponsoring organization's approval, arrangements are made with the caterer to distribute leftover food to the DC Central Kitchen, which delivers the food to area shelters and feeding programs.

## III. Terms (continued) L. Guarantee

To avoid potentially embarrassing situations for both the co-sponsoring organization and the Smithsonian, security personnel are equipped with manual counters. The security staff will limit admittance to the event if the number of guests exceeds the number of guests confirmed for the museum 72 hours prior to the event and the stated guarantee to the caterer by 15 percent.

## M. Liability and Insurance

Each non-Smithsonian organization will indemnify and hold harmless the United States and the Smithsonian Institution, their agents, and employees, against any and all damages, claims, or other liability due to personal injury or death, or damage to or loss of property of others, arising out of its use of Smithsonian Institution facilities. Non-Smithsonian organizations should maintain adequate insurance coverage during the term of the agreement for the use of Smithsonian facilities for a special event. See also Section K above.

#### N. Entertainment

Most forms of entertainment and dancing are permissible in Smithsonian museums, with prior approval from the Special Events Coordinator. Sound levels must be below 90 decibels.

#### O. Unanticipated Interruptions

The Smithsonian Institution will bear no financial responsibility for any disruptions that may occur due to mechanical difficulties, individual museum emergencies, or unanticipated events beyond the Smithsonian's control.

#### P. Force Majeure

If at any time during the term of this agreement, a cause or causes beyond the reasonable control of the parties hereto make(s) it illegal, impossible, or inadvisable by formal advice of a chief Government

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#### **III. Terms** (continued)

official (e.g., a declaration of emergency by a mayor, governor, or president) for the donor/organization to conduct the event at the Smithsonian, or for the majority of invitees to attend the event, the donor/organization may postpone the event without penalty.

These causes include, but are not limited to, disaster, acts of God, Government regulations, war, terrorism or threats of terrorism, civil disorder, labor trouble, strikes, curtailment of transportation facilities, unusually severe weather conditions, fire or casualty, or any other emergency.

If an event must be canceled, the event may be rescheduled for a mutually convenient date. Donations to the Smithsonian will not be returned.

CANCELLATION: SD 401, March 9, 1995

INQUIRIES: Office of Special Events and Protocol – Office of the Deputy Secretary/Chief

Operating Officer

**RETENTION:** Indefinite. Subject to review for currency 24 months from date of issue