

## **Amgueddfa Cymru – Museum Wales**

### **Policy on Outward Loans**

#### **1. Introduction**

1.1 Amgueddfa Cymru – National Museum Wales holds collections in trust for the people of Wales. Our 2015 Vision document, *Inspiring People, Changing Lives*, has reiterated our commitment to making the collections ever-more accessible. Lending items enables our collections to be seen by people who may not have the opportunity to visit our Museums. Lending provides opportunities for items to be re-contextualized with items from other organizations or individuals in new and stimulating ways.

1.2 This policy sits alongside our Policy on Collections Access and Use and this policy is one part of our Collections Management Framework, accordingly it operates alongside other related museum strategies and policies listed in our *Collections Management Policy*.

#### **2. Objective**

2.1 This policy details how we will lend items from our collections to a wide range of organizations in order to ensure they are used as fully as possible and for the benefit of all.

#### **3. Definitions**

3.1 Outward loans are formal arrangements for the temporary care of items owned by the Museum to be passed to another organization for a pre-determined purpose and time period. Outward loans are normally, but not limited to, exhibitions, display and research. Ownership of the items will remain with the Museum.

#### **4. Principles**

4.1 We will maximize our loan activities so that even more people might enjoy and learn from the collections in our care.

4.2 We will lend to other organizations to help them to prepare more comprehensive displays, to broaden educational provision.

4.3 We will lend to increase access to the collections.

4.4 We will lend items for research in order to develop and expand our knowledge about the collections.

4.5 We will only lend items when we are certain that the borrower will not use the items to support or promote an ethical position contrary to that held by us.

#### **5. Specific Ethical and Legal Considerations**

5.1 We will follow the Museums Association's *Code of Ethics* (2015). We will also be guided by the *Museums Association's Smarter Loans; Principles of Lending* (2011).

## **6. Loan Application and Approval**

6.1 Due diligence: Borrowers will demonstrate to the best of their ability that they have no reasonable cause to believe that any item comprised in any exhibition in which items shall be displayed was stolen, illegally exported or illegally imported from its country of origin, as defined in the UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property, (1970) and the 1995 UNIDROIT Convention on Stolen or Illegally Exported Cultural Objects and The Dealing in Cultural Objects (Offences) Act 2002. Loans for the purposes of DNA sampling will only be allowed if samples have documentation to support use in compliance with The Nagoya Protocol (Compliance) Regulations 2015.

6.2 For overseas loans, custom formalities and the provision of export licences etc are the responsibility of the borrower. Borrowers must comply with any relevant legislation (e.g. CITES) and make appropriate custom arrangements.

6.3 We will consider all loan requests reasonably and transparently. Upon receipt of a new loan request we will advise on any charges for exhibition loans early in the application process. When assessing loan requests, we take into account the impact and museological purposes of the proposed loan, our ability to manage the loan, and the well-being of the items requested. We aim to provide a reasonable response to all loan applications dependent on the resources available at the time.

6.4 We will ensure that there are signed written agreements in place in advance of any loan. We will record information about the borrower and the purpose of the loan on either the Loan Agreement or the Terms and Conditions for Research Loans form along with the specific conditions that attach to the loan, for example restrictions concerning handling the items or photography. Any information collected during the loan application process will only be used and retained in connection with that application and in accordance with our current data protection and freedom of information policies.

6.5 We will normally send a courier in the following circumstances:

- if we have not lent to a venue previously;
- if the item loaned is fragile or installation is particularly complex;
- if the item is rare or of high value; if the journey is long or hazardous.

6.6 Should we find it necessary to turn down a loan request. We will inform you of our reasons in writing. Reasons for refusal include, but are not limited to:

- the items are too fragile, in a poor or unstable condition or at excessive risk of damage from handling or during transit.
- the items are required for display, study by staff or students, or for another educational purpose at the Museum during the proposed period of loan
- it has not been possible to resolve issues at the loan venue such that the items will be exposed to an unacceptable level or risk

- the items will be put at risk as a result of potential political or economic difficulties
- the objects or specimens will be used to support or promote an ethical position contrary to that held by us
- legal requirements – any item containing hazardous materials will need to be managed within the current legislative framework.

## **7. Insurance and Indemnity**

7.1 Depending on the purpose of the loan and the nature and value of the items being lent, we will generally require borrowers to take out insurance on a 'nail to nail' basis for the period of the loan. The level of insurance cover required will be determined as part of the application process. The borrower must provide proof of cover as part of this process.

7.2 Most non-UK Government/federal/state indemnities may be acceptable in lieu of commercial insurance for overseas loans. However, the Museum reserves the right to request that the borrower purchase commercial insurance either in addition to or as an alternative to Indemnity cover.

## **8. Use and Protection**

8.1 No physical intervention (sampling, conservation etc.) may be carried out on any of our items without the prior written agreement from the Keeper of the lending department. Any application to undertake such work must detail the exact scope of any work and how it will be documented.

## **9. Damage or Loss**

9.1 If an item on outward loan is lost, damaged or put at risk, or if the circumstances of the loan change in any way, this must be reported to us immediately.

## **10. Costs and Expenses**

10.1 Details of our loan preparation fees can be found in Appendix B.

10.2 We do not normally charge loan preparation fees for research loans or for exhibition loans to museums within Wales.

10.3 For loans of high value items to exhibition venues outside the UK, an additional discretionary fee may be charged. This will be advised at the time of application.

10.4 Other expenses, such as courier costs, will be charged for all exhibition loans.

## **11. Term and Termination**

11.1 All loans are for a fixed term. We do not agree to loans for an indefinite period.

11.2 We reserve the right to recall any item from loan at any time, but will not normally do so unless in an emergency or where the borrower fails to comply with our loans policy and the details recorded in the Loan Agreement or Terms and Conditions for Research Loans.

## **Appendix A: Application Schedule**

### **A1. Loans for exhibition and display**

A1.1 All requests should normally be submitted in writing six months in advance to the Director of Collections & Research.

A1.2 Requests for substantial or particularly important loans, or requests for foreign loans, should be made twelve months in advance.

A1.3 We will advise of the charges we are likely to make as soon as possible after receipt of your loan request (this will normally be within two months of our receipt of your letter).

A1.4 Specific requirements for security, handling, environmental control and monitoring etc. will be detailed in the Loan Agreement for loans for exhibition, display and educational use.

A1.5 All borrowing institutions (including each venue for a touring exhibition) must complete Facilities, Security and Display Case Report Forms. Where required, the contents of these reports will be passed to the National Security Advisor, Arts Council England for advice.

A1.6 We will work with prospective borrowers to find acceptable solutions to any issues identified on these forms

### **A2. Research loans**

A2.1 Applications to become an Approved Borrower must be submitted in writing to the relevant Keeper before major projects which are dependent on use of our collections are instigated.

A2.2 Receiving institutions must have a recognized professional member of staff in the appropriate field or have access to advice of comparable standing. The specific conditions for each research loan will be detailed in our Terms and Conditions for Research Loans and, where applicable, our Terms and Conditions for Preparation, Sampling and Analysis.

A2.3 Approval for sampling or destructive analysis will be based on consideration of the scientific, historical and cultural importance of the material concerned; the needs of both present and future users and legal and ethical issues relevant to the material. Sampling applications will be subject to an application process (see our *Policy on Access and Use*).

### **A3. Loans to educational institutions (other than for research)**

A3.1 For educational purposes, an application must be made in writing to the relevant Keeper.

A3.2 Specific requirements for security, handling, environmental control and monitoring etc. will be detailed in the Loan Agreement for loans for exhibition, display and educational use.

#### **A4. Other loans**

A4.1 Under exceptional circumstances, loans can be made to television companies or publishers. We retain the right for one or more members of staff to be present when material is used for photographic or filming purposes on non-Museum property. We will also expect lenders to meet any security or environmental conditions we may make. Fees – based on our framework of charges current at the time – will be charged for both the loan of the items and staff attendance.

A4.2 Requests to borrow items for restoration or for the creation of replicas, including 3D scanning must be submitted to the relevant Keeper.

## **Appendix B: Loan Charges**

B1.1 We apply three geographical categories: (i) Wales; (ii) Rest of U.K.; and (iii) International.

B1.2 We do not normally make a charge for loans within Wales as sharing the national collections with the people of Wales is part of our museum purpose.

B1.3 The annual cost to us of operating loans to institutions outside Wales, and the individual cost of each loan, must at least cover all costs including staff time, in every aspect of the process.

B1.4 We apply higher charges for loans to exhibitions where there is an admission charge for the whole institution and/or the specific exhibition, than for institutions where both are free.

B1.5 The Museum will add a market supplement cost for all loans that are of high value (mainly but not exclusively art), based on our estimate of each work's approximate items value.

B1.6 We will provide a full statement of the loan costs at the point of formal agreement of the loan: should the loan request be subsequently withdrawn by the Borrower, they will be required to pay for any costs already incurred at the point of cancellation.

### **Charges per item**

#### **1. Wales**

Amgueddfa Cymru does not make any charges for the sharing of the national collections within Wales, other than direct costs (packing, transport). We will actively work with organisations that wish to borrow our collections to reduce these to a minimum.

## 2. UK and Ireland

Activity area	Notes	Free exhibition in a free venue	Charging art exhibition in free venue/free art exhibition in charging venue/charging art exhibition in a charging venue
Fee (administration, curatorial work, photography)	Processing facilities reports, logistics, preparing labels, short factual catalogue entries	£356 discounted at 50% (£178)	£712
Conservation and technical work for item being lent	Cleaning, stabilising, framing, preparation of mounts, packing	£50 per hour	
Fee for replacement works where extensive conservation/technical or work is required	Cleaning, stabilising, framing, preparation of mounts, packing	£500 per item	
Third party conservation and technical work	Actual cost plus 20%		
Special materials	Glazing, frames, packing crates	Actual cost plus 20%	



### 3. International

Charges per item		
International		
	Free exhibition in a free venue	Charging exhibition in free venue/free exhibition in a charging venue/charging exhibition in a charging venue
Loan administration fee:		
1 – 3 objects	£856	£1,462
4 – 6 objects	£1,284	£2,193
7 or more objects	By negotiation	By negotiation
Additional venue fee	£250	£250
Conservation & technical work	£60 per hour	£60 per hour
Third party conservation & technical work	Actuals plus 20%	Actuals plus 20%
Materials eg frames, glazing, packing crates	Actuals plus 20%	Actuals plus 20%
Fee for replacement works where extensive conservation/technical or work is required	£500	£500

## **Addendum to Policy for Outward loans Approved by the Board of Trustees at a meeting held 14 December 2017**

### **Assessment Criteria for Loan Requests**

1. Loan requests are assessed in the order in which they are received so requested works may not be available having already have been committed to another lender.

If a work has already been committed to another borrower at the time the request is received, no further work will be undertaken and the prospective borrowing organisation will be informed that their loan request has been declined.

2. Once it has been established that a work is available, the following factors will be taken into consideration:
  - i. The curatorial and academic credibility of both the borrowing organisation and their exhibition concept.
  - ii. The work is in a suitable condition or its condition can be stabilised sufficiently to facilitate lending at minimal risk
  - iii. Conservation, packing and other preparatory work can be accommodated in addition to existing commitments to loan, exhibition or other programmes
  - iv. The borrowing organisation can provide assurance that they will be able to provide the required level of security and environmental conditions as evidenced via their completion of Facility Report Forms
  - v. The borrowing organisation have confirmed that appropriate indemnity or insurance cover will be provided

Where either all or any of these factors cannot be satisfied, a loan request will be declined.

No further work will be undertaken and the prospective borrowing organisation will be informed that their loan request has been declined.

3. Once it has been established that factors i – v can be fulfilled, an analysis of the following additional factors will be undertaken to determine whether or not a loan should proceed:
  - vi. How the impact of lending can be mitigated if the work is normally on display, especially if it is considered of critical importance to our own displays eg hanging an alternative work which is displayed less frequently; borrowing a work from another organisation that would otherwise not be on display in Wales
  - vii. Previous lending of the work, especially if it has been lent in the eighteen months immediately preceding the request under consideration
  - viii. The nature of our current and future relationship with the borrowing organisation
4. Once it has been determined against factors i – viii that a loan should proceed, the current charging policy will be applied.