

# UNIVERSITY OF READING MUSEUMS AND COLLECTIONS LOANS POLICY

*This document sets out the University of Reading's policy relating to external loans and provides guidance for staff on loan conditions and the procedures for dealing with both incoming and outgoing loans.*

## **Policy statement**

- 1.1 The University of Reading welcomes requests to borrow items from its museums and collections that will increase access to them. This policy is designed to safeguard objects and specimens whilst on loan. It covers all outgoing loans of items forming part of the University's museums, collections or other heritage assets, whether managed by UMASCS or any other department, school, directorate or service.
- 1.2 The purpose of loans is to extend access to items for exhibition or to facilitate teaching or research, which could not otherwise be carried out. In principle, the University believes that it should encourage the lending of material from its museums and collections to other museums, educational or research institutions, providing that loan conditions are satisfactory. However, we do not loan material for commercial use, or to private companies or to individuals, other than in exceptional circumstances.
- 1.3 In addition, from time to time the University's museums and collections seek to borrow items that will provide depth and context to its exhibitions and displays or to facilitate teaching or research, which could not otherwise be carried out. It is important that any such heritage assets should be safeguarded whilst on loan to the University.
- 1.4 For both incoming and outgoing loans, the benefits of increased access to collections, better interpretation, or enhanced research must be offset against the amount of work and time involved in setting up these loans and the responsibility of the University to its own programmes and core objectives. For outgoing loans, we normally expect borrowers to cover all the costs involved. For incoming loans, sufficient resources must be set aside in any project planning.

## **2 General procedures**

- 2.1 The procedure by which loans, both in and out, are handled is intended to ensure that the University acts in a professional and responsible way, for instance:
  - agreeing to lend / borrow only appropriate objects to / from appropriate borrowers;
  - minimising all risks and protecting our objects whilst out of the University's direct control / applying our own standards of security / collections care to objects loaned to us;
  - managing all loan arrangements in a consistent and efficient manner and providing full documentation to support loan activities.
- 2.2 Every request to borrow an object or objects is considered on its own merit. The decision to accept or refuse a loan request is subject to guidelines and procedures for approving loans.
- 2.3 Requests for major loans will need to be considered by the Collections Governance Committee (CGC). (In exceptional situations a loan request may require referral to the Council of the University.) Loans that will need the prior approval of CGC include large scale national or

international loans involving significant numbers of items and/or high value documents, books, objects or works of art.

- 2.4 For material of less value or significance, responsibility for approving loans requests may be delegated to the Director of UMASCS. The Director of UMASCS, on the advice of the relevant UMASCS staff, other collections staff, expert or academic, as appropriate, will advise on the whether a loan request will need to be approved by CGC, or can be agreed without prior agreement from CGC. However, even loans that are agreed without the formal approval of CGC will need to be reported to CGC at the next available opportunity. Information about the loan should include the purpose of the loan, the institution requesting the loan (outgoing loans), the period of time, evidence that loan conditions can be met, and evidence that suitable resourcing is in place.
- 2.5 If a loan request is submitted to CGC for consideration by the committee, this would include the recommendation of the professional staff concerned, including the Registrar and Loans Lead, as to the suitability of the loan. For high value or fragile items this would include specialist advice on loan conditions including conservation requirements, arrangements for transportation, couriering etc.
- 2.6 To ensure consistent monitoring of the loans process, the Director of UMASCS shall normally designate:
  - an Associate Director to act as Loans Lead, responsible for liaising with CGC and providing overall direction and quality control in the management of loans
  - an appropriate member of the professional staff to act as Registrar, responsible for co-ordinating loans documentation and providing advice to loans administrators
- 2.7 Following receipt of a loan request the Director of UMASCS will designate a Loan Administrator to be responsible for the loan. This will normally be an experienced Curator, Archivist or Librarian who already has responsibility for a number of the items being loaned. The Loan Administrator shall report regularly to the Registrar on progress with the loan.
- 2.8 Communication with third party borrowers or lenders shall be the primary responsibility of the Loan Administrator with support from the Registrar. Other University staff should not enter into negotiations on any aspects of the loan without having obtained permission from the Loan Administrator or Registrar (for example to enable detailed discussions regarding conservation) and should keep them copied in on any correspondence.
- 2.9 A loan agreement will be drawn up in all cases and must be agreed by both parties prior to the loan of any items from the collections. This will normally be the responsibility of the Registrar in discussion with the Loan Administrator, Loans Lead and, where required, Legal Services.

### **Outgoing Loan Guidelines**

- 3.1 The following relates specifically to the procedures that should be followed in response to a request from an external party for a loan of any item from the University's museums, collections and other heritage assets, including items that are held on deposit or subject to any restrictions or special trust agreements or conditions.
- 3.2 The circumstances and types of loans covered by this policy can differ and hence the loan conditions can also differ. Thus, the main policy applies to all outgoing loans. Appendix A deals with additional conditions for public exhibition. Appendix B deals with additional conditions for research or teaching.. Appendix C provides a simplified flowchart for outgoing loan requests for exhibition.
- 3.3 When a loan request is received by any member of University staff, they are responsible for informing the Director of UMASCS or their authorised deputy, to seek initial advice about the

necessary approvals process in accordance with Section 2. If a member of University staff is asked to act as a curator or consultant for the borrowing institution, whether formally or informally, they are not permitted to enter into any undertaking with the borrowing institution on behalf of the University without reference to this policy. It is recommended that UMASCS staff should be consulted as soon as possible and that any borrowing institution is made aware of this policy and its primacy in the governance of all loans from the University's collections.

In the case of deposited collections, permissions will be sought from the owner(s) as appropriate.

- 3.4 Loan requests should be received at least six months in advance of the intended start date in the case of loans to the UK and the Republic of Ireland, and one year in the case of all other loans. A valid loan request must contain a list of items requested; dates of the loan; purpose (e.g. exhibition name); the legal name of the borrowing institution; the venue(s) for the loan; contact details for the relevant administrator; confirmation that this policy has been read and understood; and confirmation that a sufficient budget has been set by the borrowing institution to cover the likely costs of the loan. In exceptional circumstances, when there is insufficient time for a request to be considered by CGC, Chair's action can be taken on the basis of advice from the Director of UMASCS, plus where relevant the views of other colleagues and experts, on the suitability of the loan and the importance of making such items available to an external institution at short notice.
- 3.5 For outgoing loans, the Loan Administrator will normally be a member of UMASCS staff or other collections staff with oversight of the collections being loaned. In the case of objects being loaned from different parts of the University's collections, the Loan Administrator shall ensure that other responsible collections staff are kept informed and able to feed into decision-making processes.
- 3.6 The Registrar in discussion with senior managers within UMASCS shall maintain standard guidance for setting loan administration charges, taking into account the overall benefits and costs outlined in 1.2 and 1.4 above.

### **Incoming Loan Guidelines**

- 4.1 From time to time the University may need to borrow – on a short-term basis - objects forming part of collections or other heritage assets at external institutions or venues, or from private individuals.
- 4.2 The purpose of such loans is to extend access to items for exhibition or to facilitate teaching or research, which could not otherwise be carried out. The benefit of any incoming loans must be offset against the resources required and the responsibility of the University to its own exhibition programmes and core objectives. Borrowing items from heritage institutions is a time-consuming and expensive process. As borrower, the University is likely to be required to meet the lender's loan administration fees and pay for all packing, mounting, transport, photography and conservation costs, as well as providing adequate insurance (the University can usually cover lower value items either within its paid policies or through self-insurance).
- 4.3 Where objects or collections are acquired by the University without transfer of ownership with the intention that they form a normal part of the university's museums and collections holdings (i.e. as long-term loans) the appropriate acquisitions procedures shall apply. This shall also be the case where the University takes objects or collections on temporary deposit with the intention of assessing their suitability for acquisition.
- 4.4 The circumstances and types of loans covered by this policy can differ and hence the loan conditions can also differ. Thus, the main policy applies to all short-term incoming loans except as exempted by paragraph 4.3. Appendix D provides a simplified flowchart for incoming loans. Appendix E provides a form that should be completed before the instigation of the approvals process.

- 4.5 When any member of University staff is looking to initiate a loan request, they are responsible for informing the Director of UMASCs or their authorised deputy, to seek initial advice about the necessary approvals process in accordance with Section 2. A form shall be provided for such purposes. It should be noted that for incoming loans, approval should be gained before any formal loan request is submitted to a third party.
- 4.6 Loan requests should be submitted in a timely manner to meet the approvals processes of the lender. This is likely to be at least six months in advance of the intended start date in the case of loans to the UK and the Republic of Ireland, and one year in the case of all other loans, but it could be longer.
- 4.7 For incoming loans, the Loan Administrator will normally be the member of staff who instigated the loan request (e.g. curator of an exhibition). This would normally be a member of UMASCs staff or other collections staff - in cases where the Loan Administrator is unfamiliar with heritage collections management, the Registrar will be expected to take a leading role.
- 4.8 In the case of incoming loans from heritage organisations, any loan agreement is likely to be based on the lender's usual form and should therefore be assessed by Legal Services.
- 4.9 The Registrar shall be responsible for ensuring that adequate insurance is in place for the loan, in liaison with the Loans Lead and Procurement.

## APPENDIX A: LOAN CONDITIONS FOR PUBLIC EXHIBITIONS

1. These are the general conditions under which the University is likely to authorise a loan. This will be subject to a formal binding contractual arrangement embodied in the Loan Agreement.
2. We expect the borrower to meet all costs including but not limited to: a standard administration fee for the loan; a charge per item for condition reporting and basic record photography; agreed costs for conservation work, mounting or framing; packing costs; courier time and expenses; transportation if provided by the University; any additional photographic work; additional licences for image use. Additional charges may be made for exceptional additional work including but not limited to complex or additional conservation assessments, logistical or other visits to the borrowing venue; legal work, translation work.
3. As part of the application process we will ask you to complete and return to us a standard UK Registrar's Group (UKRG) facilities report including a security supplement
4. Three-dimensional objects must be exhibited in secure, locked display cases of a standard approved by the National Security Adviser in galleries where there is continuous supervision of the exhibition area during visiting hours. Case alarms may be required for certain objects. Two-dimensional works must be suitably framed and secured to the wall with security screws. Alarm protection may be required for some works. Night security precautions must include securely locked premises and a comprehensive alarm system or all-night patrol.
5. Fire prevention arrangements at the borrowing institution should be adequate and smoking must be forbidden in the place of exhibition. No food or drink should be consumed in the exhibition area except by prior written agreement with University.
6. We will expect the borrowing institution to agree insurance valuations with the University and to insure the items on loan to such values against all risks from the time the items leave the University until they are returned to the University. In some cases an indemnity in lieu of commercial insurance may be acceptable to the University.
7. For the majority of objects containing hygroscopic material (such as canvas paintings, textiles, ethnographic objects or animal glue) a stable relative humidity (RH) in the range of 40 - 60%, a stable temperature in the range 16 - 25°C and light levels below 150 lux are required. Ideally daylight should be excluded from the exhibition area. No objects should be placed in direct sunlight, and all daylight and fluorescent light sources should be fitted with ultra-violet filters. If you are borrowing more sensitive materials from us, we will specify tighter RH control and lighting control: for instance works on paper are likely to require a stable relative humidity (RH) in the range of 50 - 60%, a stable temperature in the range 20-22°C and light levels below 70 lux. If you are borrowing less sensitive materials (e.g. stone, ceramic) we may allow wider parameters for RH, temperature and lighting.
8. Packing and transport arrangements must be approved in writing by the University. This will normally involve the use of approved packers specialising in fine art or other collections. In the

case of overseas loans we will also ask for the names of other British lending institutions so that we can make if appropriate combined courier arrangements. In some circumstances it may be more suitable for the university to permit transport by employees of the borrowing institution using private transport with suitable security and insurance arrangements. On some occasions it may be suitable for the University to arrange transport in its own vehicles. the university may require that member of UMASCS staff or another suitably qualified and experienced person acts as a courier.

9. All due care must be taken to avoid damage or deterioration and you must report any damage or deterioration of objects on loan immediately to the relevant University contact. We reserve the right to request immediate withdrawal and return of the object(s) from the exhibition if damage or deterioration has occurred.
10. You must not remove objects from their cases or take them off the walls once installed, without written permission from the University. It is understood that in an emergency or disaster situation objects may need to be removed in order to avoid damage; in any such case the University must be informed as soon as possible.
11. You may not undertake any conservation, repair or any other treatment or alteration of objects on loan, remove the mounts or supports, or remove the glass, perspex, frame or backboard of a work of art, without written permission from the University..
12. In all cases, a condition report on the object(s) must be prepared as soon as they are unpacked. In most cases the University will provide a condition statement which may be verified in writing. If a university courier is in attendance, this should be verified by both parties In the case of travelling exhibitions, proper arrangements must be made for packing and transport between each venue and courier(s) from the main borrowing institution (or from the University of Reading if this is a condition of the loan) must accompany the loan in transit and re-verify the condition statement upon receipt at each venue. Similar checks will be made on the return of the loan to the University, or at the point where the objects are returned to the care of University staff.
13. In most cases, items will be photographed for condition reporting purposes. If you need photographs of objects for a catalogue, interpretation panels or publicity material, this must be organised well in advance of the loan. Please submit a list of photographs you need at least six months before the loan begins. In some cases a suitable photograph will already exist, in others new photography will be required. Charges will be made for image supply including additional charges for specialist photography. In general, we do not charge fees for the reproduction of images of items included in the loan for the following purposes: inclusion in interpretative panels or catalogues; publicity material for the relevant exhibition. Third party rights holders may charge for the use of their material. We expect to make charges at our usual rates for the use of such images in merchandising , and for the display of images of other items from our collections in an exhibition.
14. Filming or photography of loaned objects either by the borrowing institution or by the public or other users must be agreed in writing by the University.

15. You must supply the University with a copy of all interpretation to be used when exhibiting an object from the University.
  
16. We wish to know how the exhibition has been received, and to keep a full record of the loans we make. You must send us one copy of any exhibition publication you produce, copies of or links to any media coverage or public response generated by the exhibition, and, at the end of the exhibition, a statement of the total visitor figures.

## APPENDIX B: LOAN CONDITIONS FOR RESEARCH, TEACHING, PHOTOGRAPHY & FILMING

1. These are the general conditions under which the University is likely to authorise a loan. This will be subject to a formal binding contractual arrangement embodied in the Loan Agreement
2. In general, a loan for this purpose will be expected to meet the standards set out in Appendix A. however, some standard (for instance on light levels) will be more relaxed, given that the length of the loan is likely to be shorter and the exposure of the objects much reduced.
3. We expect the borrower to meet all costs including but not limited to: a standard administration fee for the loan; a charge per item for condition reporting and basic record photography; packing costs; courier time and expenses; transportation if provided by the University; any additional photographic work; additional licences for image use. Additional charges may be made for exceptional addition work including but not limited to complex or additional conservation assessments, logistical or other visits to the borrowing venue; legal work, translation work.
4. Although these are designed primarily for exhibition-type loans, if it is possible for you to complete the relevant sections of a standard UK Registrar's Group (UKRG) facilities report including a security supplement then this will greatly aid us in our approvals process.
5. All objects on loan must be kept in a lockable and preferably fire-proof, key controlled cabinet when not in use. The borrower is responsible for ensuring that only authorised individuals have access to the objects.
6. When objects are in use, they must be supervised by the borrower at all times.
7. Fire prevention arrangements at the borrowing institution should be adequate and smoking must be forbidden in the areas where the objects are kept and used. No food or drink should be consumed in the area except by prior written agreement with the University
8. Objects should be kept and used in stable environmental conditions. Objects are to be kept well away from windows, radiators and floors. No objects to be placed in direct sunlight, and when not in use all objects are to be covered with acid free tissue to protect them from dust and stored out of the light.
9. Packing and transport arrangements must be approved in writing by the University. This will normally involve the use of a dedicated vehicle, not public transport.
10. In all cases, a condition report on the object(s) must be prepared as soon as they are unpacked. In most cases the University will provide a condition statement which may be verified in writing. If a



university courier is in attendance, this should be verified by both parties. Similar checks will be made on the return of the loan to the University, or at the point where the objects are returned to the care of University staff.

11. Please take all due care to avoid damage or deterioration. You must report any damage or deterioration of objects on loan immediately to the University. We reserve the right to request immediate withdrawal and return of the object(s) if damage or deterioration has occurred.
12. You may not undertake any conservation, repair or any other treatment or alteration of objects on loan, remove the mounts or supports, or remove the glass, perspex, frame or backboard of a work of art, without written permission from the University. You may not undertake any invasive or destructive sampling or any other forms of analysis that may have an impact on the object such as hyperspectral imaging or microfading without written permission from the University. If the use of any such techniques is anticipated then we strongly recommend a discussion with our conservation staff at the earliest opportunity.
13. Arrangements for photocopying, photography, scanning or recording of the objects must be agreed in writing with the University. If permitted, we will normally require usable copies of any photographs, scans or recordings taken.
14. We wish to know what benefits the loan has brought, and to keep a full record of the loans we make. You must send us one copy of any publication you produce, copies of or links to any media coverage or public response generated by the loan, and, if the loan was for teaching, a full record of how the objects were used, and how many students benefited.

# APPENDIX C: SIMPLIFIED FLOWCHART (OUTGOING)

## Enquiries

### Formal loan request received:

- Object list;
- Dates, venues, purpose;
- Legal name of borrower and contact details;
- Confirmation that policy read and understood;
- Confirmation that budget set.

### Initial checklist:

- Sufficient information?
- Designate Loan Administrator
- Registrar (and other relevant staff) consulted;
- Initial condition check (this should include a conversation with a Conservator)
- Timescale adequate?
- Suitable borrower (not commercial or individual)?
- Requires CGC approval? (see sections 4.1 / 4.2)
- Requires owner approval?

### Further correspondence with borrower if required,

e.g. to refine object list if items are not considered suitable for loan

### Formal response letter sent:

Confirmation of:

- our contact details (Loan Administrator / Registrar)
- likely costs (including couriers and conservation if relevant);
- approvals process (including CGC date if relevant, procedures for approaching owner);
- photographic supply policies and charges .

Requests for:

- transportation details;
- facilities reports including security;
- details of case construction and proposed display method;
- details of likely insurance or indemnity arrangements.

Suggestion of valuations(s) or indication of likely timescale for valuation .

Re-attach this policy and explain that this is subject to contract.

### Detailed information received

#### Secondary checklist:

- costs agreed;
- facilities reports / display methods satisfactory;
- transportation and insurance satisfactory;
- valuations agreed;
- (if relevant) owner approval in place or likely to be granted.

### Approval by UMASCS confirmed (and by CGC if relevant)

### Approval letter sent to borrower with draft loan agreement

### Signing of Completed Loan Agreement

## **APPENDIX D: SIMPLIFIED FLOWCHART (INCOMING)**

Enquiries

Loan instigator to complete UMASCS Incoming Loan Form (Appendix E)

Approval by UMASCS Senior Management

Approval by CGC (if relevant)

Designation of Loan Administrator

Formal loan request sent to Lender:

- Object list
- Dates, venue, purpose
- Legal name of borrower (“University of Reading”) and contact details
- Facilities Report
- Security Supplement

Further correspondence with borrower

- Discussions of valuations
- Discussions around any likely costs (including conservation and couriers if relevant)
- Details of likely insurance or indemnity arrangements
- Organising transportation
- Discussion of likely terms of agreement (NB if using the lender’s terms, this should be sent to Legal Services as early as possible)

Confirmation that Insurance/Indemnity cover is in place

Draft Loan Agreement sent or received

Signing of Completed Loan Agreement

## APPENDIX E: INCOMING LOAN REQUEST FORM

### Borrower information

Person making this request:

Job title / School or Function:

Will anyone else be dealing with the lender (e.g. external curator)?

If YES, please list their names:

### Lender Information

Name of Lender:

Name of Contact (if different to Name of Lender):

Dates of Loan:

Details of Objects to be Borrowed:

Please summarise briefly discussions with lender to date, e.g. “they have indicated a willingness in principle to lend”, “they have sent details of their loans policy”:

### Venue Information

Purpose of Loan (e.g. exhibition, teaching):

Name of UoR venue:

Details of where loan will be located:

### Assessments

A conservation assessment of loans in is recommended in all cases. It is also useful for us to flag certain circumstances at an early stage, therefore please indicate if any of the following true about the loan:

- open (not cased or framed glazed) display is required
- the material is fragile
- value is over £750
- the material is in copyright
- the material is likely to be controversial
- invasive / destructive testing or advanced scanning is envisaged
- the lender has specific requirements

### To be filled in by UMASCS Registrar

Loan Approved by Director of UMASCS (CGC if required): YES/NO

Name of Loan Administrator assigned:

Loan number:

- Added to Trello
- Added to ADLIB

## **APPENDIX F: LOAN AGREEMENT EXPECTED HEADINGS**

*NB full sample loan agreements will be maintained by the Registrar and made available to Loan Administrators who may need to share these with potential borrowers – any correspondence that sends these externally should be clearly marked “Subject to Contract”*

Definitions and Interpretation

Grants of rights

Borrower’s obligations

Costs

Delivery and Storage

Intellectual Property

Loss or damage to the works

Insurance

Indemnity

Termination

Consequences of termination

Confidentiality

Force majeure

General terms