



THE UNIVERSITY OF
SYDNEY

Sydney University Museums

COLLECTIONS GUIDELINES

SECTION 7: LOANS

Macleay Museum
Nicholson Museum
University Art Gallery

Version: March 2013

SECTION 7: LOANS

7.1 Overview

7.1.1. Definition

Borrowing and lending objects and specimens are standard museum practices and require specific procedures to assure appropriate management of collection material. Loans do not involve transfer of title but rather the temporary physical transfer of material between Sydney University Museums (SUM) and other responsible institutions or bona fide individuals. All loans are contracted for a defined period of time and for the stated purposes of exhibition, research, analysis or education.

7.1.2. Purpose

Sydney University Museums recognise that its collections are maintained for the benefit of the wider community and material is loaned to reach broad audiences and facilitate research. Lending material is part of SUM's professional obligation to share its resources with the larger University, museum, and research communities. SUM acknowledges that borrowing collections is also beneficial to its education and research functions as defined by its Mission Statement. These guidelines provides the basis for implementing these functions by establishing guidelines and conditions regarding inward and outward loans.

7.1.3. Objectives

The objectives of these loan guidelines are to enable Sydney University Museums to:

- Make its collections available to the widest possible audience through loan to University partners, external institutions, Indigenous communities, bona fide researchers and other organisations.
- Balance access to its collections with the long-term safety of its collections by defining appropriate conditions and controls under which SUM collection materials may be lent.
- Establish a framework whereby agreements with external custodians of SUM or University collections are clearly articulated and regulated.
- Participate with loan partners in well regulated and documented transactions that have reciprocal benefits for all parties and ensure the safety of loan material.
- Meet national and international standards of collections care and risk management through the appropriate tracking of University property, in line with the ICOM Code of Ethics and the Museums Australia Code of Ethics.

7.1.4. Scope

These guidelines applies to the inward loan of collection material to Sydney University Museums from other administrative units within the University, external institutions, and individuals.

These guidelines also applies to the outward movement of material from the SUM permanent collections.

Outside the scope of these guidelines are items from the custody and education collections, as well as unaccessioned assets or other property, the movement of which will be documented with a tracking receipt.

7.2 Terminology

7.2.1. Loan Agreement

A loan agreement is a signed contract document between the lender and borrower that specifies the purpose and timeframe of the loan, as well as the responsibilities of both lender and borrower concerning the use, care, maintenance and insurance of the loaned material.

7.2.2. Inward Loan

An inward loan is an object or specimen (or group thereof) not owned by SUM that is borrowed from an institution or individual and held on premises owned by or under the responsibility of SUM.

7.2.3. Outward Loan

An outward loan is the loan of material from SUM collections or other property of SUM to an external institution for a purpose independent from SUM (generally for public exhibition or research) and held at a site or venue not part of or the responsibility of SUM.

7.2.4. Furnishing Loan

A furnishing loan is the outward loan of artworks for display in prominent locations within the University to benefit students, staff and visitors to the campus. Furnishing loans are subject to special conditions and administrative procedures.

7.2.5. Internal Loan

An internal loan is the inward or outward loan of material to another administrative unit within the University of Sydney, generally for the purposes of short-term display or research.

7.2.6. Short Term Loan

Short-term loans are generally less than twelve (12) months and are usually associated with exhibitions, public programs or research.

7.2.7. Long Term Loan

Long-term loans are generally of one (1) to two (2) years in length and include material placed for ongoing research purposes or travelling exhibitions. Long-term loans are subject to review at specified intervals.

7.2.8. Condition Report

A condition report is a detailed written description of the observable physical condition of a collection item. The report records specific features of the object or specimen and often includes photographic documentation. Collection material is condition reported when it arrives or leaves for loan, is slated for exhibition or conservation treatment, or as circumstances warrant. If an item is damaged, its

condition report will help to determine what damage occurred, and may assist with party disputes and insurance claims.

7.3 General Standards

7.3.1. Principles

- SUM is committed to the maximum utilisation of its own collections provided that the preservation of material is not compromised and its use is consistent with the overall goals and ethics of the University.
- SUM will borrow material where appropriate to augment its exhibition, research, and education activities.
- Ethics
- Only material related to a specific SUM purpose will be accepted for inward loan. Material will not be accepted as a convenience to the lender, either individual or institutional.
- SUM must be satisfied that a valid title is held for all loan material. Loan material will be received only from the legal owner or authorised agent.
- SUM will not participate in loans involving material that is known to have been collected or imported in violation of state, federal or international restrictions, or which may otherwise place the SUM in a compromising legal or ethical position.
- Loans involving restricted material (ancestral remains and secret/sacred items) will be undertaken in line with provisions outlined in the University's repatriation policy.
- Loans involving material covered by protective legislation and international treaties may require appropriate permits or other legal guidelines to be followed, particularly in regard to CITES Convention regulation and the Commonwealth's Protection of Movable Cultural Heritage Act (1986).

7.3.2. Contract Terms

- All collection material entering or leaving SUM premises on a temporary basis will be accompanied by a signed loan agreement detailing the rights and responsibilities of each party.
- Loan agreements will stipulate a fixed purpose and period, and conditions to insure adequate storage, environmental protection, and safety precautions during transit, handling, and use. Issues of insurance and indemnity, copyright and reproduction, and credit lines will also be addressed.
- SUM will respect the conditions set out in the loan agreement.
- No objects or specimens will be accepted or loaned on an indefinite or permanent basis. All long-term loans must be defined for a fixed period and be renewed or recalled as required.
- Withdrawal, termination, or cancellation of the contract by the lender or borrower will be addressed under the terms of the loan agreement.

- SUM will not lend borrowed material to third parties, nor permit borrowers to lend its collection material to third parties, without prior written approval of the owner.

7.3.3. Care and Handling

- Loan material will be in stable condition. No object or specimen will be considered for loan where the circumstances of packing, shipment, handling, storage or exhibition will be detrimental to its well being.
- Loan material will be stored or displayed in appropriate environmental conditions, in places with adequate security and supervision.
- The borrowing institution will provide a Facility Report detailing evidence of adequate security, environmental conditions, insurance and professional standards of care and handling.
- SUM will give loan materials the same care and treatment it provides for its own collection. Similarly, objects and specimens on outward loan must be afforded the same level of care and protection as provided by SUM.
- If the Collections Manager is satisfied that handling procedures at the borrowing institution meet SUM requirements, installation will be the responsibility of the borrower. Otherwise material will be installed at the loan venue under the supervision of SUM staff.
- Loan material may not be cleaned, modified, conserved, mounted, or in any way altered without the express written permission of the lender.
- No loan material will be used for hands-on programs unless specifically loaned for that purpose.
- Loan material may not leave the premises of the loan venue without the express written permission of the lender.
- Loan material must be sent in appropriate containers to give it maximum protection and by the most appropriate method to minimise loss, and taking into account the scientific, cultural and/or commercial value of the item and legal requirements for shipping dangerous or prohibited goods.
- All inward and outward loan material will be condition reported. SUM will use the condition reporting method that originated with the lender. If no condition reports accompany an inward loan, SUM will use its own reporting forms.
- Inward and outward loan material will be inventoried and inspected for condition change and pests. Any inconsistency or change in the condition of the loan material must be reported immediately to the Collection Manager, who will notify the relevant parties, including the insurance company if appropriate.

7.3.4. Insurance

- All inward and outward loans must be insured.
- SUM will cover each inward loan under the University of Sydney policy unless the lender expressly elects to maintain its own insurance cover.

- The borrower will insure outward loan material for the amount specified on the loan agreement. This cover must be wall-to-wall and all risk. The borrower may be asked to provide evidence of the cover before the loan material leaves SUM premises. SUM must be notified of any change in insurance coverage.
- If the borrower is unable to provide insurance for an outward loan, University coverage may be extended to cover the loan in exceptional circumstances. Permission for such exceptions must be sought from the University's Risk Management Office and approved by the SUM Director.
- The value stated on inward and outward loan agreements will be the lender's estimate. For insurance purposes assessment will be based on current fair market value only. SUM staff will not give formal appraisals for inward loan material.
- Borrowed objects unaccompanied by loan documentation are not covered by the University's insurance policy and SUM cannot be held responsible for their safekeeping.
- SUM will not be responsible for the security of privately owned objects held or used by SUM staff members on University premises unless such material is required for SUM purposes and is borrowed as specified in these loans guidelines.

7.3.5. Rights and Reproductions

- Except for condition reports, all photography, reproduction, or replication of inward or outward loan material must be specified in the loan agreement. Requests not specified in the loan agreement must be referred to the lender.
- Members of the public may photograph SUM material on outward loan that is on display for non-commercial private purposes only. Display cases may not be opened or objects handled, and the conservation conditions accompanying the loan may not be contravened.
- Photographs, reproductions, and replicas may only be used for research, exhibition, and educational purposes.

7.3.6. Acknowledgements

- The label and catalogue acknowledgment for inward loans will be in the standard format adopted by SUM. The credit line will read as specified by the lender on the loan agreement. No addresses or advertising material will be included on the label or in the catalogue, special sponsorship agreements notwithstanding.
- SUM must be credited in all publications and exhibitions associated with its collection materials on outward loan. The credit line will read as specified in loan agreement. SUM must receive two (2) copies of any publication.

7.3.7. Costs

- All costs will be specified in the loan agreement.
- SUM will not normally charge fees for outward loans, but reserves the right to recover from the borrower direct costs incurred in relation to the loan activity. Such costs may include research, photography, conservation, insurance, packing, transport, travel and subsistence for couriers, supports and other display requirements, and security.

- The SUM Director must approve loan activities that require a financial commitment by SUM of other than a minimal nature, or obligate SUM to other than normal investment in the care, maintenance, or protection of an object or specimen.

7.3.8. Authority

- Inward and outward loans may be initiated only by SUM curatorial staff with delegated responsibility for this function.
- No loan will be solicited or accepted without timely consultation with the Collections Manager and written approval by the SUM Director.
- No staff member is authorised to accept a 'personal loan' on behalf of SUM.
- Loans will be made only in accordance with these guidelines. The SUM Director may add special conditions to loans as required, provided they are not at variance with the guidelines.
- In cases of disagreement over the fact of a loan or conditions imposed, the SUM Director will determine the issue in dispute, with advice from University General Counsel as necessary.

7.4 Inward Loans

In addition to the general loan standards outlined in section 7.3 above, the following provisions apply to inward loans.

7.4.1. Purpose

SUM may receive short-term or long-term inward loans from institutions or bona fide individuals for the following purposes:

- Display as part of a temporary installation or loan exhibition.
- Research or related educational purposes for stated Museum purposes.
- Assessment with regard to possible donation or purchase.

7.4.2. Loan Agreement

- Loan agreements must be completed for all items borrowed. If the lending institution or individual does not provide a loan agreement, SUM will use its incoming loan agreement to document the transaction.
- Where differences exist between loan conditions, those imposed by the lending institution will take precedence over those of SUM unless otherwise agreed in writing.
- Loan agreements will be signed and exchanged prior to the acceptance of the loan material on SUM premises.
- SUM reserves the right to cancel a loan or remove the loan material from exhibit at any time.

- Loans will be returned to the lending party identified on the loan agreement at the stated address unless an authorised agent of the lender has given notice of change of ownership or location.

7.4.3. Loan Period

- The loan period will be specified and will coincide with the proposed use of the object or specimen.
- Loans no longer required for the purpose for which they were borrowed will be returned to the lender.
- Loan agreements must be issued for all material brought to SUM and held for assessment, regardless of duration.
- Loans will be returned to the lender upon the lender's request even if the agreed loan period has not expired.

7.4.4. Long Term Loans

- Material that falls within the scope of the SUM acquisition guidelines and owned by allied institutions may be accepted on long-term loan, the terms of which will be negotiated individually.
- SUM should endeavour to obtain comparable rights over such material as it has over its own collections in terms of display, conservation, storage, and photography, subject to proper acknowledgment of the owning institution.
- Long-term inward loans will be subject to periodic inspection and review, depending on the terms negotiated with the lender.

7.4.5. Internal Loans

- SUM may borrow material on a short-term basis from other departments and administrative units within the University, generally for the purposes of research or display. Such internal loans will be subject to the same procedures and conditions as loans with external partners, and will be covered under the University insurance policy.

7.4.6. Travelling Exhibitions

- Special exhibitions lent to SUM on contract will be administered by the Collections Manager or designated delegate, and approved by the SUM Director. In accordance with the University's Finance and Accounting Delegations policy, contracts may be referred to the appropriate officer for final approval.

7.4.7. International Loans

- International loans will be subject to the same general conditions and procedures as for loans from within Australia. However, SUM will be responsible for additional costs associated with such a loan, including insurance, freight, customs clearance and if necessary, courier costs. The SUM Director must give written approval for such costs and, in accordance with the University's Finance and Accounting Delegations policy, may refer specific cases for final approval to the appropriate officer.

7.4.8. Abandoned Loans

- Material associated with unresolved or unclaimed loans will be tracked as unaccessioned assets until such time as the University is able to demonstrate superior rights of possession in accordance with the NSW Limitation Act 1969 and through reasonable steps to identify owner or heirs or other possible claimants. At such time, material will be eligible for accession or disposal.

7.5 Outward Loans

In addition to the general loan standards outlined in section 7.3 above, the following provisions apply to outward loans.

7.5.1. Purpose

SUM may loan material on a short-term or a long-term basis to institutions, Indigenous communities, and private organisations for the following purposes:

- Display as part of a temporary installation or loan exhibition.
- Research, destructive analysis, or related educational purposes.
- Conservation, identification, valuation or other examination.

7.5.2. Eligible Materials

- Material considered for outward loan must be registered into the SUM permanent collection.
- SUM will lend material as long as the objects or specimens are stable, in suitable condition for loan, and not designated for other use during the proposed loan period.
- Type specimens and comparable objects will not generally be loaned.
- Restricted material (ancestral remains and secret/sacred items) may only be loaned for analysis.
- Further restrictions on the kinds of materials eligible for loan may be placed based on the nature, rarity, monetary value, research priority, and/or management considerations of the object or specimen.

7.5.3. Loan Assessment Criteria

SUM will generally lend material from its collection provided that:

- SUM receives an application for loan in writing twelve (12) months prior to commencement of the loan agreement. In special circumstances approval may be given by the SUM Director to process loan requests with less notice.
- The borrower meets the costs of the loan, including direct costs such as conservation treatment, exhibition mounting, crating and transport, and courier costs.
- Material requested for loan is eligible in accordance with section 7.5.2 above.

- The borrower can provide appropriate security, environmental and display/storage conditions for the material to be borrowed.
- The borrower agrees to comply with any specific conservation instructions that SUM may impose.
- Any interpretation made of the material by the borrower in displays and display material, publications or research is consistent with the aims and objectives of SUM.
- The borrower can satisfy any other requirements specified under the loan agreement.

7.5.4. Loan Agreement

- No SUM collection material or unaccessioned property will be lent without the completion of an outgoing loan agreement.
- Loan agreements will be signed and exchanged prior to the release of loan material from SUM premises.
- SUM reserves the right to terminate a loan and recall the loan material with notice given to the borrower per the loan agreement.

7.5.5. Loan Period

- The loan period will be specified and will coincide with the proposed use of the object or specimen.
- Collection material will normally be lent on a short-term basis for a period of up to twelve (12) months. The loan period may be extended on application subject to the borrower demonstrating that acceptable standards of care are being met.
- Normally, no material shall be on exhibition loan for longer than one (1) year, or on research loan for more than two (2) years. Travelling exhibitions may warrant a contract for a longer loan period.
- Loans will be returned promptly when the loan period expires. SUM reserves the right to terminate or deny renewal of any loan.

7.5.6. Long Term Loans

- SUM may consider long-term outward loans of collection material to allied institutions with relevant subject expertise, and with facilities and professionalism that approximate those of SUM.
- Long-term loans may be approved for a period of up to two (2) years. Requests for extension may be considered up to a period of five (5) years.
- Long-term outward loans will be subject to periodic inspections by the SUM Collections Manager or delegate.

7.5.7. Internal Loans

- SUM may lend material on a short-term basis to other departments and administrative units within the University, generally for the purposes of research or display. Such internal loans will be subject to the same procedures and

conditions as loans with external partners, and will be covered under the University insurance policy.

- For Furnishing Loans within the University, see section 7.6.

7.5.8. Research Loans

- Loans for research purposes will be made to the institution with which the borrowing scholar is affiliated and that institution will assume full responsibility for the proper administration of the loan and the care and security of the loan material.
- Tertiary students will receive loans only when the supervising staff member, as a permanent employee within and representing a bona fide institution, accepts signature responsibility for the loan.
- Loans that will radically alter or destroy an object or specimen through destructive analysis may be permitted only with submission of a research proposal, the written recommendation of the relevant Senior Curator, and the approval of the SUM Director (for details of research access, see section 8.0).

7.5.9. Travelling Exhibitions

- Loans for travelling exhibitions may be approved if SUM is satisfied that all venues conform to the required minimum standards of security and care and that the proposed method of transport will not expose the loan material to damage.

7.5.10. International Loans

- International loans will be released only to approved institutions, consistent with national and international import/export and state and federal heritage legislation. A courier must be engaged for the transport of collection material.
- For courier arrangements, SUM must comply with the travel requirements as outlined in the University's Finance and Accounting Travel policy.

7.5.11. Commercial Loans

- Loans associated with commercial activities may serve promotional as well as educational purposes. SUM may lend collection materials for commercial purposes provided the use of the material is consistent with the University's public purpose, and the borrower is able to meet the conditions of loan set out in these guidelines and in the loan agreement.
- Loans to public or private corporations will be generally restricted to the display of objects or specimens in public areas.
- Commercial loans will be subject to a loan fee and a separate contract to articulate the services provided. All profits derived from commercial loans will be retained for collection related purposes. Such fees are to be set out in a schedule of fees approved by the SUM Director.

7.5.12. Loans to Individuals

- SUM will not loan collection material to individuals.

7.6 Furnishing Loans

The following provisions are specific to furnishing loans.

7.6.1. Purpose

- SUM may loan artworks from its collection on a short-term basis to other departments and administrative units within the University for display in prominent locations within the University to benefit students, staff, and visitors to the campus.
- Loans for campus display will be undertaken according to the SUM furnishing loans guidelines, University Art Collection Furnishing Loans Conditions and Procedures.

7.6.2. Loan Agreement

- An outward loan agreement will accompany every furnishing loan, stipulating the purpose, timeframe, and conditions of the loan.

7.6.3. Loan Period

- Furnishing loans shall be for a period of one (1) year unless otherwise negotiated with the Collections Manager.

7.6.4. Care and Handling

- Collections will only be released on furnishing loan after the environmental and security conditions of the display space have been assessed by SUM staff and found to be appropriate.
- Collections on furnishing loan remain the responsibility of SUM and will be handled, removed or replaced only at the discretion of SUM staff.
- Collections on furnishing loan will be subject to a regular inspection and condition assessment.

7.6.5. Insurance

- Collections on furnishing loan remain on University premises and therefore will be covered by the University insurance policy.

7.6.6. Costs

- SUM will not charge for furnishing loans, but will recover direct costs incurred, such as display requirements and supports, transport, and installation.

7.7 Implementation

7.6.7. Responsibilities

Collections management and curatorial staff cooperate closely to implement the SUM loan program. Loans will be initiated by the relevant Senior Curator and transmitted in writing to the Collections Manager for processing. The Collections Manager will be responsible for the overall administration and monitoring of loan program, including loan agreements and contracts, conservation assessment (facilities reports and

condition reports), insurance matters, packing and transportation. All loans and approval of associated costs are by the authority of the SUM Director.

7.6.8. Documentation

All loan activity will be documented in files and in the KE EMu database according to the University's Recordkeeping Policy and the SPECTRUM Documentation Standard.

7.6.9. Reporting

In accordance with University formal reporting requirements, SUM reports to:

- Office of the Provost on a regular basis regarding statistics on visitation, teaching use of collections, research enquiries, internship and other student participation, loan activity, and new acquisitions.

7.6.10. Review

The SUM Collections Loans guidelines will be reviewed every five years.

7.8 Related Documentation

7.6.11. University References

Archives and Record Management Services. (2000). *University Recordkeeping Policy*. Sydney: University of Sydney.

Finance and Accounting Department. (2007). *Finance and Accounting Manual Delegations for Specific Activities and Financial Delegations*. Sydney: University of Sydney.

Finance and Accounting Department. (2008). *Finance and Accounting Manual Travel Policy*. Sydney: University of Sydney.

Macleay Museum. (1996). *Policy and Procedures Concerning the Management of Aboriginal and Torres Strait Islander Ancestral Remains and Culturally Significant Items*. Sydney: University of Sydney.

Sydney University Museums. (2008). *University Art Collection Furnishing Loans Conditions and Procedures*. Sydney: University of Sydney.

Sydney University Museums and University of Sydney Union agreement for management of the University of Sydney Union Art Collection. Memorandum dated 25 March 2008.

7.6.12. External References

Commonwealth of Australia. (1999). *Environment Protection and Biodiversity Conservation Act 1999* (EPBC 1999). Canberra: Department of the Environment, Water, Heritage and the Arts.

Commonwealth of Australia. (2005). *Protection of Movable Cultural Heritage Act (Act No. 11 of 1986, as amended 2005)* (PMCH 1986). Canberra: Department of the Environment, Water, Heritage and the Arts.

International Council of Museums. (2006). *ICOM Code of Ethics for Museums*. Paris: ICOM.

International Union for Conservation of Nature. (1975). *Convention on International Trade in Endangered Species of Wild Flora and Fauna* (CITES)

McKenna, Gordon and Patsatzi, Efthymia, eds. (2009). *SPECTRUM: The UK Museum Documentation Standard (version 3.2)*. Cambridge, UK: Collections Trust.

Museums Australia. (1999). *Code of Ethics*. Canberra: Museums Australia (national office).

State of New South Wales. (1969). *Limitation Act 1969 (No. 31, as amended 2009)*. Sydney: Office of Parliamentary Counsel.