

IMPERIAL WAR MUSEUM LOANS OUT POLICY

STATUS: Approved

DATE: 2 November 2004, amended 5 September 07

PURPOSE

1. The Imperial War Museum is empowered by the Imperial War Museum Act, 1920 and Imperial War Museum Act, 1955 to lend Item(s) for public exhibition and to Government departments for display.
2. The purpose of this Policy is to enable the Museum to be accountable for Item(s) it lends and to control the process of lending to Borrowers. It therefore defines the permitted purposes, circumstances, authorisation levels and minimum documentation required for loans out.

SCOPE/EXTENT

3. This Policy applies to all departments, projects, branches and sites of the Imperial War Museum with responsibility for curating collections (IWM London and IWM Duxford).
4. Throughout this Policy, "the Museum" refers to the Imperial War Museum, not to a Borrower who may also be a museum.
5. The Policy applies to the loan of accessioned Item(s) in the Museum's collection including:
 - Paintings, prints and drawings, sculpture, photographic and video work, posters, art medals and art related ephemera
 - Letters, diaries, manuscripts and Second World War foreign records, war crimes records and poetry.
 - Printed books, journals and newspapers, ephemera, maps, pamphlets;
 - Aeronautical objects, models, photographic equipment, optical Instruments, munitions, ordnance, orders, decorations, war medals, uniforms; personal equipment, firearms, edged weapons, flags, paper currency, communications equipment, maritime items and equipment, field equipment; insignia, small arms ammunition, ephemera and surgical equipment
 - Aircraft, vehicles and aero-engines
6. The loan or hire of copies or later generations of film or photographic negatives, prints or transparencies, or of reproductions of sound recordings is subject to departmental policies of use and is outside the scope of this Policy.
7. The Policy does not apply to any Item(s) leaving the Museum for purposes of conservation or some form of assessment. The Museum's *Exit Policy* covers these movements.
8. The Policy does not apply to any Item(s) moved internally from one Museum department, site or branch to another. The movement of any Item(s) between the Museum's departments, sites, branches are not constituted as loans out.
9. It replaces any former Loans Out Policy or Policy statement of the Museum. Any loans out initiated and managed under a former Policy or Policy statement is now subject to this Policy. In due course reviews of extant loans out will be conducted and action plans drawn up to bring these into line with the Policy where possible.

REASONS FOR LENDING

10. Any Item(s) lent by the Museum may be for the purpose of public display/exhibition, public study, research and teaching.

11. An Item(s) may also be lent for display to Government Departments or other authority or institution in the UK or elsewhere. Special consideration shall be given to the display at the permanent headquarters or other establishment belonging to the armed forces of the Crown.

12. For research purposes, the Museum may lend to non-governmental organisations working for the Crown provided the Museum and the Borrower have signed a written agreement, describing the research project and testing to be carried out on the Item(s).

13. An Item(s) may not be lent to private individuals or companies other than in exceptional circumstances. If the Museum lends to a private individual or company the borrower must:

- a. Have a professional permanent staff competent to deal with the administration and handling of the loan; and
- b. Meet the requirements of security as defined by the National Security Advisor who must approve each venue; and
- c. Meet the requirements of the Museum as to humidity, temperature and lighting conditions, and as to the construction and dressing materials employed in the display.

14. The Museum will lend to fine art dealers that have a record of proper dealings with national or regional museums, and will not act in such a way as to promote the sale of antiquities where unprovenanced material might be involved. The display or exhibition itself should be a contribution to scholarship, if a catalogue is published, two copies are provided to the Museum.

15. The decision to lend will be determined by the Museum reviewing each loan request on its individual merits to ensure that it complies with the conditions as outlined below and supports the Museum's own priorities and aims. The Museum must also determine if it has the resources available to prepare the loan.

16. Before agreeing to any loan, the Imperial War Museum requires reassurance from the Borrower that it has no reasonable cause to believe that any object in the exhibition in which the loaned objects shall be displayed has been 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. The Museum requires written proof of this from the borrowing institution.

17. If available from their Government, the Borrower will provide the Museum, with Immunity from Seizure Documentation. In the absence of Immunity from Seizure Documentation the museum must assure that if a third party makes a claim, the Borrower will make every effort to ensure this is made after the item has returned to the UK.

EXCLUSION

18. The Museum will not lend an Item(s) to film and television or media companies including theatrical productions.

19. The Museum will not lend an Item(s), which is not fit to travel or to be displayed, unless it has made prior arrangements with the Borrower to conserve an Item(s) to display standard prior to its departure from the Museum.

20. The Museum will not lend an Item(s) subject to licensing (including firearms and radioactive material) unless the Borrower holds and can provide the appropriate authority to acquire, possess and return the Item(s) in question.

21. The Museum will not lend original film or photographic negatives, prints, video or sound recordings.

22. By the Imperial War Museum Act 1955, the Museum is precluded from lending an Item(s) given or bequeathed to the Museum within fifteen years of the gift or bequest, unless the donor has consented in writing to the lending of the Item(s). This may mean that the Museum is unable to lend a recently acquired Item(s).

23. The Public Records Act of 1958 precludes the Museum from lending deposited public records to other institutions. This may mean that the Museum is unable to lend certain original documents, but facsimiles could be lent.

LEAD IN TIME

24. The loan request letter, specifying the Item(s) requested, must be received by the Museum a minimum of six months from the UK, Channel Islands and the Isle of Man, nine months in Europe and 12 months for International, in advance of the exhibition start date.

CONDITIONS APPLICABLE TO LOANS OUT

25. Loans out will only proceed where the Borrower is prepared to accept the Museum's *Terms and Conditions*, as outlined in the following paragraphs.

26. All loans out will be for a fixed period with the possibility of renewal. The initial loan period will be between one month and three years with the exception of large items such as those belonging to the Vehicles and Aircraft Collection held at Duxford, which may be loaned for ten years.

27. In the case of loans for temporary exhibition, the loan period will be the period of the exhibition plus whatever time is reasonably required for transport, preparation, installation, de-installation, packing and return transport.

28. For long-term loans out, the following conditions apply:

a. The Museum will request an annual Condition Report including a photograph of the Item(s) from each Borrower. A conservator, curator, registrar or an employee of the Borrowing venue can produce the Condition Report. If the Borrower does not provide a Report or the report raises issues of concern, a site visit may be required. The cost of this visit will be borne by the Borrower.

b. For UK non-museum venues such as government offices, and permanent Headquarters of the armed forces of the Crown, an annual site visit will be carried out. The cost of this visit will be borne by the Borrower.

29. In general, a maximum number of three venues will be allowed for Item(s) borrowed for a touring exhibition. This may be increased or decreased based on the Museum's conservation assessment of the Item(s), the proposed loan destinations, length of loan and availability of the Item(s).

COSTS

30. Unless a specific agreement has been made for an individual loan, the Borrower will bear all direct costs of borrowing including, transport, photography, conservation, display preparation (material costs), independent valuation, insurance, and regular inspection of the loaned Item(s). In addition, any costs arising from an insurable incident may be borne by the Borrower. This may include travel, legal fees or consultants' fees. In the case of any emergency interventive work, the Borrower may need to cover all associated costs. This may include travel and conservation consultants' fees.

31. The Borrower may be required to cover indirect costs such as staff time. This may include staff time to: administer the loan, prepare items for display, or courier the Item(s).

32. The Museum will advise the Borrower of any indirect costs to be covered at the time the loan is approved.

33. For any item or group of items, which present certain risks associated with the loan, the Museum may wish to send a courier who will be responsible for supervising handling, installation and deinstallation. The courier, as the Museum's official representative, has the right to withdraw Item(s) from display where the stipulated requirements have not been met. All courier costs including travel and subsistence will be borne by the Borrower.

34. The Museum wishes to encourage public access to national collections and therefore does not charge a loan fee for lending for public exhibition and/or study.

35. The Museum will work with the Borrower to ensure costs are kept at a minimum for all parties.

CARE

36. The Borrower must complete the *UK Registrars Group Facilities Report* along with the *Display Case Supplement* and *Security Supplement*. The Museum will provide the borrower with copies of these documents for completion.

37. The Museum may request additional measures of care and security on the advice of its own staff or that of specialists including the Museum Security Advisor at Museums, Libraries and Archives Council (MLA). Special transport, handling, environmental and security requirements will be specified in the Loan Agreement.

38. All loans out will be condition-checked prior to packing and transport at the Museum's premises by the Museum's qualified member of staff and/or Borrower or its appointed agent.

39. All loans out will be condition-checked on arrival at the Borrower's premises, upon exit at the end of the loan period and at appropriate intervals during the loan period, by the Museum's courier and/or by the borrowing institution's staff. Records of condition checks will be sent to the Museum and kept on the loan file.

40. The Borrower must seek the Museum's written permission before any interventive work is carried out either to the loaned Item(s) or to any accompanying part of it, e.g. a frame or display box. Such conservation work will only be carried out in order to protect the Item(s), the public or the borrowing institution's staff.

41. Any Item(s) borrowed from the Museum for the purpose of exhibition will not be operated, worn, entered into or climbed onto without the Museum's written permission.

42. If the Borrower wishes to handle or move any Item(s) during the course of the loan, the Borrower will ask the Museum for permission to move the Item(s). If the Item(s) is for research purposes, the proposed handling and movement methods will be discussed and agreed prior to the loan going out. See paragraph 12.

INSURANCE

43. The Borrower will be responsible for insuring all the items against all risks, nail to nail, and will be required to provide proof of cover prior to transport of the Item(s). If the insurance coverage is not adequate, the Museum will approach a reputable commercial insurer to provide coverage. Costs for this coverage will be borne by the Borrower.

44. The Museum will lend at its own risk where the Borrower is a Treasury-funded institution listed in Annexe A to the Department for Culture Media and Sport's *Government Indemnity Scheme Guidelines*.

45. Where the Borrower is a local authority museum and where satisfactory security and environmental management are in place, a Government Indemnity will be offered to the Borrower by the Museum on behalf of the Department for Culture Media and Sport.

MONITORING

46. If the Item(s) is damaged during the period of the loan, the Borrower will inform the Museum immediately and proceed to complete an *Incident Report Form* within seven days of the incident. An *Incident Report Form* will be provided to the Borrower by the Museum.

47. If there is a loss of the Item(s) e.g. theft, the Museum will carry out procedures as outlined in the *Loss Policy*.

48. The Museum will be informed by the Borrower of matters of display and/or study or research access, including the location within the public galleries, the method by which the material is displayed, the content of any accompanying text and the choice of any photographs.

49. The Museum will be allowed reasonable access to the loaned Item(s) during the loan period at a mutually convenient time arranged.

50. The Museum will stipulate in the *Loans out Agreement* the credit line for use in caption, catalogue and exhibition publicity during the course of the loan negotiation.

51. If the Borrower wishes to take photographs or make other reproductions of the loaned Item(s) for commercial purposes, the Borrower must first have written permission by the Museum to do so. A fee may be payable. Photography by members of the public for non-commercial purposes, and by the Borrower for the

purpose of managing the Item(s) whilst it is on loan, is permitted within the limits of the relevant legislation.

52. A fee will be payable by the Borrower for the use of photographs provided by the Museum in which the Museum has copyright.

TERMINATION

53. The Museum or the Borrower may terminate the loan with a minimum of three months notice in writing.

54. In the event the Borrower does not comply with the terms and conditions of the loan, the loan may be terminated immediately.

55 Any Item(s) borrowed from the Museum will not be lent to a third party without prior consent from the Museum.

56. In the event of any dispute or difference between the Borrower and the Museum, both parties will attempt to resolve such dispute or difference without recourse to a third party. Should it prove impossible to resolve such dispute to the satisfaction of both parties, the dispute shall be referred to and determined by a sole arbitrator, appointed by agreement between the Borrower and the Museum, or, in default of agreement, by the President for the time being of the Law Society.

RENEWAL OR EXTENTION OF LONG TERM LOANS OUT

57. Prior to the end date of a long-term loan out, the Museum will write to the Borrower advising if the Item(s) can be renewed for a further fixed period or must be returned.

58. The Borrower must write to the Museum requesting an extension to an exhibition loan as soon as possible.

ACCOUNTABILITY and RESPONSIBILITY

59. The Director of Collections and, through that officer the Museum Secretary and Director of Finance, will be informed of all new loans out on a quarterly basis.

60. Loans must be covered by a single *Loans out Agreement* appropriate to the size and complexity of the loan and approved by the Museum.

61. All loans out will be recorded using the Imperial War Museum's *Loans out Agreement* setting out the obligations and responsibilities of each party (the conditions of loan), agreed by both sides and without opportunity for ambiguity and contradiction.

62. The *Loans out Agreement* shall be subject to the laws of England unless agreed otherwise with the Borrower, in which case appropriate legal advice may be sought by the Museum.

63. All loans out will be recorded by the Museum in electronic databases and information about them retained in perpetuity.

64. The Museum requires that up-to-date information regarding the location, security, environment and condition of loaned Item(s) be maintained by the Borrower and may request proof of this at intervals during the loan.

65. The Borrower is responsible for a loaned Item(s) at the point at which its staff or agents start to handle the Item(s). This point of responsibility will begin when one of the following occurs:
- a. The Item(s) has been loaded onto a vehicle of a shipping company contracted by the Borrower; or
 - b. The Item(s) arrives at the Borrower's premises having been moved by the Museum's vehicle; or
 - c. The Item(s) has been load onto the Borrower's vehicle.
66. At the time the Borrower's responsibility begins, the Borrower or the Borrower's contracted shipper, must sign the Museum's *Exit Form*.
67. The Borrower's responsibility will cease when either one of the following begins:
- a. the Item(s) is condition checked by the Museum and loaded onto the Museum's vehicle for return; or
 - b. the Item(s) arrives at the Museum on either the Borrower's vehicle or the vehicle of the shipping company contracted by the Borrower and condition checked by the Museum; or
 - c. the Museum has signed its own *Exit Form*.

AUTHORISATION

68. The signatory to an Imperial War Museum *Loans out Agreement* will be determined by the value of the loan and by the nature of the terms and conditions of the loan agreement.

69. The current levels of authorisation, i.e. signatories to the *Loans out Agreements* is:

Signatory	Total value of loaned Item(s)
Keeper of a Collecting Department	
Head of Interpretation and Collections, IWM Duxford	Up to £100,000
Director of Collections	
Director of IWM Duxford	£100,001 - £250,000
Director of Collections in conjunction with Museum Secretary and Director of Finance	£250,001 to £500,000
Director-General	£500,001 and above, all international loans and loans of non-deactivated small firearms

EXCEPTIONS

70. There are no exceptions to this Policy.

REVIEW

71. This Policy is subject to review every five years. The next date for review is October 2009. The Policy may be reviewed at an earlier date if necessary.