

## **Amgueddfa Cymru – National Museum Wales**

### **Policy on Inward 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*, commits us to create new and inspirational displays. Accordingly the Museum may borrow items from other organizations or individuals to enable us to prepare more comprehensive exhibitions, to broaden academic provision and to provide access to items which might not otherwise be displayed in public institutions.

1.2 This policy sits alongside our Policy on Collection Access and Use and 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 ensure that when we borrow items they are used appropriately and for the benefit of all.

#### **3. Definition**

3.1 Inward loans are items brought into the Museum for a pre-determined time period for the purpose of display or research. An item on inward loan will remain the property of an organization or individual lending to Amgueddfa Cymru – National Museum Wales.

#### **4. Principles**

4.1 It is the Museum's policy to accept items on inward loan only for the purpose of display or research

4.2 Items brought into the Museum on inward loan will be afforded the same level of care as items owned by us.

4.3 Items on inward loan will not be conserved, or modified in any way without the prior approval in writing from the lender.

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

5.1 We will apply for loans strictly in accordance with the Museums Association's *Code of Ethics* (2015). Throughout, we shall aim for best practice in all our activities. We are further guided by the MA's *Smarter Loans; Principles of Lending* (2011).

5.2 Loans for the purpose of DNA sampling will only be made if they comply with the The Nagoya Protocol (Compliance) Regulations 2015.

## **6. Loan Application**

6.1 We will ensure that all applications to borrow items are made in a timely fashion and in accordance with the timeframes laid out by the relevant lending institution.

6.2 Due diligence: As a borrower, we will demonstrate to the best of our ability that we have no reasonable cause to believe that any items being used in conjunction with the lenders items has not 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) and the 1995 UNIDROIT Convention on Stolen or Illegally Exported Cultural Objects and the Dealing in Cultural Objects (Offences) Act 2003.

6.3 We will take into account any relevant legislation and take responsibility for custom formalities and the provision of export licences etc. for international loans.

6.4 We will ensure that there are signed written agreements in place in advance of any loan. Any information we collect during the application process will only be used and retained in connection with that and in accordance with our current data protection and freedom of information policies.

6.5 We will ensure that up-to-date information about the borrowed items is maintained. This includes, but is not restricted to, their location, security arrangements and their physical well-being including records of their condition and storage or display environment. A condition report form will be completed by an appropriately-qualified member of staff when items arrive in and depart from the museum. In addition, we will complete a Facilities Report for inward display or exhibition loans.

## **7. Insurance and Indemnity**

7.1 The valuation of individual items offered for loan will be agreed with the owners before the loan is accepted.

7.2 We will generally take out Government Indemnity or insurance cover on a 'nail to nail' basis for the period of the inward loan at a level agreed during our application process, and will provide evidence of this.

7.3 Indemnity for inward loans from institutions and individuals lending to the Museum is provided under the terms of the Government Indemnity Scheme (GIS). Welsh Government issues Certificates of Indemnity for a specified period.

7.4 Indemnities of existing long-term inward loans where the value of the item is £1,000,000 or above will be renewed annually, so that their valuation can be reviewed. Loans of lesser value will be re-indemnified every three years. The Museum will obtain commercial insurance for renewable loans valued beyond the current GIS limit (currently £10,000,000).

7.5 For inward loans that are not eligible for cover under GIS, we will agree insurance arrangements with the lender prior to the loan commencing.

## **8. Use and Protection**

8.1 We will regularly check and report upon items as requested by the lending body.

8.2 We will not undertake any conservation work or other physical intervention without prior written agreement from the lender to the exact scope of any work and how it will be documented.

## **9. Damage or Loss**

9.1 If an item that is on loan to us is lost, damaged or put at risk, or if the circumstances of the loan change in any way, we will report this immediately to the lender and to Welsh Government.

9.2 In exceptional circumstances material on loan may present a threat to other material in which case all efforts will be made to return items as expeditiously as possible.

## **10. Costs and Expenses**

10.1 We will normally meet all reasonable costs associated with the loan, but these must be agreed prior to receipt of the loan.

## **11. Term and Termination**

11.1 All inward loans must be for a fixed period which will be defined prior to commencement of the loan.

11.2 Any extension to a period of loan will be negotiated with the lender prior to the expiry of the existing loan agreement.