

RBMS Security Committee

Guidelines for borrowing and lending special collections materials for exhibition

Approved by the ACRL Board, January 2005

These guidelines are written to encompass the needs of as wide a range of institutions and materials as possible. Although this document can offer no specific guidance in the matter, it is assumed that individual institutions will use common sense in applying these guidelines, taking into consideration such factors as rarity, fragility and monetary value of the material being requested for exhibition. For example, the requirements for the loan of a piece of printed sheet music owned in multiple copies by a lending institution may be vastly different from those required for the loan of Thomas Jefferson's autograph manuscript draft of the Declaration of Independence.

Although the policies and practices of a number of the largest libraries in the United States, including the Library of Congress and the New York Public Library, were used to formulate these guidelines, it is assumed that smaller institutions will find these guidelines applicable and useful for their needs. In some cases, depending on institutional capabilities and the type of materials lent, it may not be necessary to follow every step outlined herein.

I. Before the loan

Both the lending and borrowing institutions will have to agree on various matters before a loan will be made. The following section covers common issues that usually arise in all loans, although there may be circumstances that result in unusual concerns not addressed here. It is recommended that all lending institutions establish formal policies govern-

ing loans for exhibition purposes. A brief written summary of the lender's loan policy, including a summary of fees, if any, and a general indication of acceptable lengths of loans, will prove helpful in correspondence with prospective borrowers. Both the lending and borrowing institutions should bear in mind that various documents concerning the loan likely contain details concerning security practices and should safeguard the information in them accordingly. Finally, the lending institution must be careful that it has proper ownership of the item being lent. In some circumstances, it is possible for an item to be confiscated at the borrowing institution or by customs because of cultural patrimony laws or disputed title. Some care must also be taken to be certain that the object lent does not fall into other categories of problematic items, such as those made of ivory.

A. Lead time required for loan requests

Sufficient time for the lender to consider a loan application, usually a minimum of six months, and twelve months for larger institutions and for the loan of numerous items, is recommended. Additional time should be allowed if formal approval of a board or committee is required or if the item(s) requested must be conserved or restored. For loans either leaving or coming into the United States, a minimum of one year is recommended.

B. Request letter

The request for the loan should be made in writing. The request letter should be signed by the director, department head, or curator

of the borrowing institution, as appropriate, and addressed to the appropriate staff member of the lending institution. In the request letter, the prospective borrower should provide the following details:

1. The title of the exhibition, the name and credentials of its curator(s), and a brief description of its purpose and scope.

2. The inclusive dates of the exhibition and the inclusive dates of the proposed loan.

3. A full description of each item to be borrowed, including full citation, classification, or catalog/inventory number, and source of information identifying the lending institution as owner of the item.

4. Indication whether or not a catalog or other publication will accompany the exhibition, bearing in mind that some lenders will not lend unless there is to be a published catalogue. Indication whether the borrower plans to mount a Web version of the exhibition or other Web site to accompany the exhibition.

5. Indication of borrower's willingness to conform to the conditions of the loan set by the lender and a request that the lender state requirements for the safe transportation of the item.

C. Facilities report

To accompany the request letter, the prospective borrower should prepare a concise document describing the borrowing institution's exhibition program and facilities. For traveling exhibitions, a separate report should be submitted for each institution. If the borrower prefers to draw up its own facilities report, it should be written in a straightforward, narrative style. Some institutions insist that the borrower use the lender's facilities report. A standard facilities report may be obtained from the American Association of Museums (see Appendix I).

The report can be organized under eight basic headings:

1. *The borrower.* State full name of institution, address, fax and telephone numbers.

About the guidelines

In accordance with ACRL practice, the Guidelines for borrowing and lending special collections materials for exhibition were revised by an ad hoc committee appointed in 2000. Committee members were Jennifer B. Lee, Columbia University Libraries, chair; Lisa Browar, The New School; Timothy D. Murray, University of Delaware Library; and Michael North, National Library of Medicine. A hearing on the revised document was held at the ALA Annual Conference in San Francisco on June 16, 2001. The document was approved by the RBMS Executive Committee at its meeting during the 2002 ALA Annual Conference in Atlanta. It subsequently was forwarded to the ACRL Standards and Accreditation Committee (SAC) for its advice and approval. SAC considered the proposed revision at its 2003 midwinter meeting in Philadelphia, but returned the document to RBMS with suggestions for revisions. A task

force consisting of the original members, but with Everett Wilkie as chair, was then formed. Their second revision was published on the RBMS Web site and in *C&RL News* in the September 2004, issue; another open hearing was held on January 14, 2005, at the ALA Annual Conference; the RBMS Executive Committee approved the revised version by e-mail vote in December 2004, and at its January 2005, meeting ratified the vote formally. SAC approved the guidelines at its meeting on January 15, 2005, and the ACRL Board of Directors approved them on January 18, 2005.

There has been some confusion between these guidelines and the ACRL/RBMS Guidelines for the loan of rare and unique materials, published in *C&RL News* in May 1993. That document deals exclusively with issues relating to the interlibrary loan of special collections materials for research purposes, not with lending for exhibition purposes.

Briefly describe the nature of institution. Indicate size of the staff and name(s) of staff member(s) in charge of the exhibition.

2. *The building.* Indicate date and type of building construction, size of the exhibition space, and its location within the building.

3. *Fire protection.* Describe in detail the fire detection and fire extinguishing/suppression system. The lending institution should decide what kinds of fire alarm systems and fire extinguishing/suppression systems are acceptable. For example, most institutions will not lend rare materials if an exhibition area fire alarm signal does not go directly to a central station. Some will not lend if it is protected by a sprinkler system; gas or dry powder systems may be preferred.

4. *Security.* Describe how items on exhibition will be properly safeguarded against theft or damage. Describe the exhibition cases and locks, and the method by which framed items are mounted on the wall. Describe the intrusion alarm system in the exhibition area. If security staff are employed, give the number of security staff employed and the number on duty at any time. Indicate the days and hours that the exhibition will be regularly open. Indicate whether food and drink are ever allowed in the exhibition area, whether the space is rented to outside organizations, and if any other use is made of the space other than for exhibition viewing.

5. *Environment.* Indicate the range of temperature and relative humidity in the exhibition areas, and the areas for packing and storage. Indicate the maximum variation percentage within a 24-hour period for temperature and relative humidity in those areas and how the readings were measured. Describe the types of monitoring equipment used, giving evidence of specific and well-calibrated measurements. The borrowing institution may be required to provide dated temperature and humidity records before and/or throughout the loan period.

Describe the lighting in the exhibition area. Identify the types of lighting fixtures in the exhibition and work areas and pro-

vide the exact light levels in foot-candles, indicating how these readings were taken. Explain how items on exhibition will be protected from ultraviolet radiation from natural or artificial sources in the exhibition and work areas.

6. *Handling the lent objects.* Indicate that the institution will use proper, accepted, professional standards at all stages of the exhibition process, including meeting lender's requirements concerning such matters as matting, framing, or the fabrication of custom cradles.

For some materials a fine arts mover may be required, providing specially trained personnel and equipment such as temperature/humidity-controlled trucks with adequate theft protection. It is the right of the lending institution to refuse to send material with a carrier if its transportation requirements are not met. For certain items, the lending institution may require that one of its own staff members install and remove items from the exhibit cases.

7. *Insurance.* Describe the borrowing institution's fine arts insurance coverage and give the name of the insurer and broker. Offer to provide a copy of the policy if requested. In most cases, the borrower will be expected to insure the object at the value specified by the lender on an all-risk, wall-to-wall basis. In most cases, the borrower's insurance policy should specify that the insured sum represents the true replacement value and that in case of damage, depreciation, or loss there will be no recourse rights in the law to packers and carriers. The insurer will also be required to issue a certificate of insurance naming the lender as an additional insured before the objects will be released to the borrower.

The lending institution assigns a conditional valuation to each item lent for insurance purposes only. The lender may require that the borrowing institution pay for an appraisal by a qualified outside appraiser. Because of potential problems, a borrowing institution should never accept an appraisal by the lending institution's staff and should insist on one

by a qualified outside appraiser. The lender should receive a certificate of insurance from the borrower's insurance company, indicating that insurance coverage is in full force, before the item leaves the lending institution. The certificate should include a statement of the policy's standard exclusions.

Indemnity for international loans may be secured through the Federal Council on the Arts and the Humanities. Indemnity applications are reviewed twice yearly, and applications should be made at least one year in advance. Insurance valuations from a qualified outside appraiser are required. Please note that the entire cost of the necessary insurance coverage may not be awarded to the applicant.

It is usually the responsibility of the borrowing institution to cover the items involved with an all-risk, wall-to-wall fine arts insurance policy, with the lending institution named beneficiary or additional insured, from the time the items leave the lending institution until they are returned. Many potential scenarios may arise, ranging from outright total loss of an object to varying degrees of damage to it. In the best interests of both the lender and borrower, it is advisable that the two institutions agree to some arbitration procedure to cover such eventualities before the loan is made.

8. *References.* Give a list of other institutions, with names of contacts, that have lent items to the borrowing institution for recent exhibitions.

D. Loan agreement form

It is the responsibility of the prospective borrower to provide a proper Loan Agreement Form for each item requested. Before adopting any loan agreement form, however, an institution should have it reviewed by its legal counsel and its insurance company. Some lenders may insist that a borrower also sign the lender's own Loan Agreement Form, although in that case care should be taken to prevent conflicting provisions. A sample Loan Agreement Form is appended hereinafter.

E. Condition report

It is the responsibility of the lending institution to provide the borrowing institution with a written condition report for each item, or portion of an item, being lent prior to delivery. Give the overall condition of each item with a detailed description of the condition of that portion of the material that will be on view. If possible attach a current photograph to the condition report.

F. Other conditions of loan

The borrowing institution may be required to provide information pertaining to accreditation and governance, policies concerning public access to exhibitions, and compliance with the Americans With Disabilities Act. Other areas of concern that sometimes arise include:

1. *Scholarly use at borrowing site.* A lending institution should specify whether material lent may be made available to scholars at the borrowing institution and under what conditions.

2. *Other uses at borrowing site.* A lending institution may specify whether material lent can be reproduced in any way for publicity or other purposes, while under the care of the borrowing institution.

3. *Right of recall.* A lending institution should specify whether it reserves the right to recall an item before the agreed-upon return date and under what circumstances it may do so.

II. During the loan

A. Packing

The lending institution generally packs the items going out on loan and should require that all items be repacked in exactly the same manner as when they were sent to the borrowing institution. Any changes in repacking should be discussed in advance between borrower and lender.

B. Transportation

The lender will specify how the material is to be transported and will ask the borrower to make appropriate transportation arrange-

ments. Full details of transportation should be discussed as early in the procedure as possible. Depending on the value of the item(s), the lender may allow them to be sent by overnight carrier. For larger, more fragile, or more valuable items, the lending institution may require that a special fine arts mover be used. In some instances, the lender may require that items be accompanied by a courier, most likely a member of the lender's staff. That person may be required to be present at all times during the transport, unpacking, installation, de-installation, and repacking of the borrowed material.

C. International loans

Loans to countries outside the United States will require the assistance of a reputable customs broker who should be contacted well in advance of the loan arrival date. Customs formalities and the provision of export licenses are the responsibility of the borrower; objects should not be unpacked in transit for customs inspection, but passed through in bond to the exhibition site. If borrowing from a foreign country, it is the borrower's further responsibility to meet the courier upon arrival, to have a customs broker on hand, and to escort the courier to the exhibition site.

D. Condition

When the material is received, the borrower should inspect it upon unpacking, compare it with the condition report provided by the lending institution, and record its condition. Any damage or discrepancies must be reported immediately by telephone and subsequently in writing to the lender. Unless specific advance permission has been obtained from the lender, the borrower must not alter, clean, or repair items in any way. For flat materials, some lenders may prefer that the borrower be responsible for matting, framing, etc., but without such express permission, the borrower should not add or remove material, such as glass, Plexiglas, frame, or backboard. This process should

be repeated at each venue for traveling exhibits. If no condition report is received, the borrowing institution should create one for each item upon receipt.

III. Reproduction, acknowledgements, and permissions

A. The borrower should be certain to obtain written permission in advance from the lender before any lent material is reproduced, distributed, transmitted, or used in any way other than being placed on exhibition. Some institutions insist that all reproduction work, such as photography or digitization, be done before the material goes on loan. If reproduction by the borrower is permitted, the lender may set specific conditions for the handling of materials.

B. For printed exhibition catalogs, at least one copy of the catalog should be provided to the lender without charge; some lenders require several copies.

C. All plans for Internet reproduction of exhibited materials should be discussed with the lending institution as early as possible in the loan request process. The lending institution may require that links be created from the borrowing institution's exhibition Web site to their own Web site as appropriate and may specify the desired DPI for images.

D. Acknowledgements.

The borrower should give full credit to the lender in all interpretive materials and publicity concerning the exhibition, such as labels, printed or digital catalogs, brochures, Internet distribution, press releases, and announcements. Lenders may require specific wording of credit lines, possibly including donor information. The borrowing institution will properly describe each object and correctly use the citation text provided by the lender.

E. Permissions.

In authorizing the reproduction of material

from its collections, the lending institution should specify that it does not surrender its own right to reproduce an image or to grant permission to others to do so. Borrowing institutions should be aware that in most cases the lending institution is the owner of the physical object only and does not own copyright or other intellectual property rights to the lent item. Obtaining permission to reproduce material may therefore be subject to the borrowing institution's securing permission from persons, corporations, or other legal entities that may own or claim such rights.

IV. Expenses

The borrower should be prepared to assume all costs of the loan. It is, however, the responsibility of the lending institution to give the borrowing institution a reasonable estimate of ALL of the costs involved in the loan of each item. This should be done as soon as possible after the request has been received. These may include:

1. *Transportation costs.* Packing and crating; freight; customs charges and brokers fees; and courier expenses.

2. *Insurance.* If a lender will not accept the borrower's insurance coverage and requires that the loan be insured under the lender's own policy, the borrower may be charged for a pro rata share of the premium.

3. *Security/study copy.* The lender may require that a reproduction, such as micro film, digitized copy, photographic negative, slide or transparency, be made at the borrower's expense before material is removed from the lender's institution. It may also charge a reproduction fee, according to its stated policies. Lending institutions are advised to develop a policy and fee schedule for the reproduction of material from their collections that can be used in this instance.

4. *Conservation.* The borrower may be expected to pay for any conservation work deemed necessary by the lender to make the material ready for exhibition and/or

for travel, including repairs, rebinding, matting and framing, the manufacture of special boxes, packing mounts, and display cradles.

5. *Loan fees.* The borrowing institution may be required to pay a loan fee on approval of the loan or a per item exhibition fee, usually levied in lieu of packing and handling expenses.

6. *Other fees.* The borrowing institution may be required to pay for lending institution staff time involved in the selection of material, for insurance appraisals by outside experts, for a site visit by the lending institution to view the facilities of the borrowing institution, and other administrative costs as determined by the lending institution. A lending institution may also charge a cancellation fee for cancelled exhibition loans. Additionally, in the event of a cancellation, the borrowing institution is responsible for payment of all preparation and conservation costs incurred to date.

Appendix I

Other resources

The American Association of Museums (AAM) has adopted a Standard Facility Report that borrowers are encouraged to use or adapt (ISBN 0-931201-55-1). The current edition includes the report on disk (IBM-compatible version of Microsoft Word, WordPerfect 5.1, and ASCII text). It is available for purchase from the AAM Bookstore (202-289-9127) or through the AAM Web site (www.aam-us.org).

For further information about international insurance, contact the Indemnity Administrator of the Museum Program, National Endowment for the Arts (202-682-5574); Web site: www.arts.endow.gov/guide/indemnity/advisory.html.

Environmental standards for exhibitions may be consulted in Environmental Conditions for Exhibiting Library and Archival Materials. ANSI/NISO Z39.79-2001. Bethesda: NISO Press, 2001. ISBN: 10880124-44-0; ISSN 1041-5653. Avail-

able online at www.niso.org/standards/resources/Z39-79-2001.pdf.

ACRL/RBMS. Guidelines for the inter-library loan of rare and unique materials, published in *C&RL News* in October, 2004, and available at www.rbms.nd.edu/ (follow Standards link).

Appendix II

Model for loan agreement form.

This form should be on letterhead or give borrower's name, address, phone, fax, and e-mail address in a heading and provide ample space in which to type information requested.

Exhibition:

Specify title, location(s), inclusive dates of loan.

Lender:

Name;

Address;

Contact person (with telephone at work and home, fax, e-mail address);

Exact form of lender's name for catalog, labels, and publicity.

Item to be lent:

Author/artist (with dates, if known);

Title or description (as appropriate);

Imprint and date(s) (as appropriate);

Lender's call number or accession number;

For artwork, location of date (if any);

For artwork, form and location of signature (if any);

Medium/material and support;

Specify how you wish to exhibit the item, such as the page opening for bound material.

Dimensions of item alone (height, width, depth, weight);

Dimensions of item with mat, frame, base or required cradle, if any (height, width, depth, weight);

Condition, noting existing breaks, tears, scratches, abrasions, paint losses, other insecurities or defects in the work (if nec-

essary a separate sheet of paper can be attached to form)

Special instructions:

For art work, may borrower reframe or remat? (yes/no);

Substitute Plexiglas for glass? (yes/no);

Date by which loans are to reach the borrower (borrower will be in contact with lender regarding shipping arrangements);

Other instructions for packing, transport, and installation.

Insurance (see Legal Conditions, stated below);

Does lender prefer to maintain insurance? (yes/no); If yes, state the estimated premium to be charged to borrower; If no, state the insurance value (fair market value) in U.S. currency.

Photographs and reproductions:

Unless permission is declined here, it is understood that this item may be photographed, digitized, videotaped, telecast, and reproduced for publicity purposes connected with this exhibition and for illustrations in a catalogue or other publication, printed or electronic, and that reproductions of it may be made and distributed for educational use;

May borrower reproduce item in a catalogue or brochure? (yes/no); a web site? (yes/no); for publicity? (yes/no); for educational purposes? (yes/no);

Which of the following are available from the lender: black and white photographs? (yes/no); color transparencies? (yes/no); digital file? (yes/no); slides, postcards, or other reproductions for public sale? (yes/no);

Does lender hold exclusive copyright? (yes/no); if no, whom might borrower contact to acquire reproduction rights?

Legal conditions of the loan agreement

1. [Insert name of borrowing institution] (the Borrower) will exercise the same

care with respect to the object referred to (the work) as it does in the safekeeping of comparable property of its own.

2. The work shall remain in the possession of the Borrower and/or the other institutions participating in the exhibition for which it has been borrowed (the participating institutions) for the time specified, but may be withdrawn from such exhibition at any time by the Borrower and/or of any of the participating institutions. The work will be returned only to the Lender at the address stated unless the Borrower is notified by the Lender in writing to the contrary. If the legal ownership of the work shall change during the duration of the loan, whether by reason of death, sale, insolvency, gift or otherwise, the new owner or agent may, prior to its return, be required to establish this legal right to receive the object by proof satisfactory to the Borrower.

3. Unless the Lender chooses to maintain insurance, the Borrower will insure the work on a wall-to-wall basis under a fine arts policy for the amount specified above by the Lender against all risk of physical loss or damage from any external cause while in transit and on location during the period of this loan. Note that the Borrower's fine arts policy may contain the usual exclusions for loss and damage to the work due to wear and tear; gradual deterioration; insects; vermin; inherent vice; damage resulting from any repairing, restoration, or retouching process; nuclear reaction, radiation or radioactive contamination; and risks of war and that, in the event of loss or damage, recovery may be limited to such amount, if any, as may be paid by the insurer, hereby releasing the Borrower, each of the participating institutions, and the Trustees, officers, agents and employees of the Borrower and of each of the participating institutions from liability for any and all claims arising out of such loss or damage.

4. If the Lender chooses to maintain insurance coverage, then, prior to the

shipment of the work, the Borrower must be supplied with a certificate of insurance naming the Borrower and each of the participating institutions as an additional insured or waiving subrogation against the Borrower and each of the participating institutions. If the Lender shall fail to supply the Borrower with such a certificate, this loan agreement shall constitute a release of the Borrower and of each of the participating institutions from any liability in connection with the work. The Borrower cannot accept responsibility for any error or deficiency of information furnished to the Lender's insurer or for any lapses in coverage.

5. It is understood that the Borrower will not unframe, clean, restore, or otherwise alter the work without the express consent of the Lender. Evidence of damage to works in transit or while in the Borrower's custody will be reported immediately to the Lender.

6. The Borrower's right to return the work shall accrue absolutely at the termination of the loan. If the Borrower, after making all reasonable efforts and through no fault of its own, shall be unable to return the work within 60 days after such termination, then the Borrower shall have the absolute right to place the work in storage, to charge regular storage fees and the cost of the insurance therefore, and to have and enforce a lien for such fees and cost. If, after five years, the work shall not have been reclaimed, then, and in consideration for its storage, insurance, and safeguarding during such period, the work shall be deemed an unrestricted gift to the Borrower.

7. The Borrower accepts this agreement on the understanding that the Lender has full authority to enter into such an agreement as the legal owner of the work or authorized agent of the owner.

The conditions of this loan as stated above, are accepted:

[To be signed and dated by representatives for the Lender and the Borrower.] 