



*all yours*

## Loans for Exhibition Policy

<b>Policy number:</b>	CCS-PS-001
<b>File number:</b>	520/230/037
<b>Maintained by:</b>	Preservation Services
<b>Review date:</b>	May 2021
<b>Next review date:</b>	May 2024

### **1 Authority**

---

State Librarian and Chief Executive Officer

### **2 Responsibilities**

---

Under the Libraries Act 1988, State Library has the responsibility to ensure content relevant to Queensland is collected, preserved, promoted and made accessible.

Enabling the outgoing loan of State Library collection items for exhibition allows for collection items to be made accessible to wider audiences in Queensland and further afield.

Enabling the incoming loan of relevant items for exhibitions allows for an enhanced curated experience for visitors.

### **3 Policy statement**

---

State Library lends items from its collection to other cultural institutions, and borrows items from external sources, for the purpose of temporary exhibition. The outgoing loans program increases access to the Library's collections for audiences outside of Brisbane, enhances and builds cross-institutional relationships, and contributes to scholarship and academic research of the collections. Incoming loans are sought to support and enhance exhibitions or displays when relevant items are not held within State Library's own collections.

This policy underpins the outgoing and incoming loans programs, balancing State Library's obligation to prioritise the care, safety, and security of collection items with the desire to stage and support ambitious and engaging exhibition projects which build the reputation of State Library. It outlines the circumstances

under which an outgoing loan can be approved, or an incoming loan item can be borrowed.

The policy affirms State Library's commitment to international best practice and directs the lender and borrower to the applicable procedures for managing the borrowed item. It ensures the minimisation and mitigation of risks arising from lending activities, and efficient administration and resourcing of the loans program.

## **4 Purpose**

---

The Exhibition Loans Policy (the policy) governs the loan of items *from* State Library, and the loan of items *to* State Library, for the purpose of temporary exhibition. It outlines the requirements for incoming and outgoing loans, and details the responsibilities related to managing loaned items.

## **5 Scope**

---

Terms and conditions for lending items from State Library collections to external parties for the purpose of exhibition, and borrowing items from external parties for the purpose of exhibition on State Library premises, are established under this policy.

The policy is applicable to physical items from an external party, and to State Library-owned physical collections (including the John Oxley Library, the Australian Library of Art, and Information Collections).

Digital State Library collection items are out of scope for this policy.

This policy does not extend to incoming items borrowed for the purposes of digitisation in relation to an exhibition or display.

## **6 Definitions**

---

<b>Word</b>	<b>Definition</b>
Borrower	The temporary custodian of an object that is owned by another party (the Lender.)
Courier	The owner, or a staff member from the owning institution, who accompanies an item in transit, and/or attends a venue to condition check and install an item.
Curator	A person who is designated to be the curator of a confirmed Exhibition (or the organiser of a confirmed display or event) to be held onsite at State Library, or at an approved external venue.
Exhibition	Includes any manner of display.
Exhibition Producer	A State Library staff member who is responsible for the project management and exhibition design aspects of an Exhibition project.
Item	Any object from State Library collections, or an object owned by an external party.
Lender	The legal owner of an object that is being loaned to another party (the Borrower.)
Loan Agreement	A legal agreement signed by both parties detailing the terms and conditions of a loan.

Negotiation	The process by which a loan is approved or declined by the Lender, the acceptance or alteration of Loan Agreement terms, and any other communication regarding delivery, display, or other specific arrangements pertinent to the loan item.
Outgoing Loan Request	A formal request made by a prospective borrower to borrow physical items from an institutional collection.
Surrogate, facsimile and/or duplicate items	Physical reproductions of collection items.

## 7 Outgoing Loans

---

### 7.1 Submitting an outgoing loan request

Any institution with an exhibition venue that has satisfactory security and environmental conditions, appropriate insurance cover, appropriately qualified staff, and sound governance arrangements may request to borrow State Library items for the purpose of temporary exhibition.

A written outgoing loan request identifying the items being requested must be sent to the State Librarian and Chief Executive Officer. Please refer to the [Outgoing Loans for Exhibition Procedures](#) for detailed advice on submitting a request.

Applications must be received six months prior to the exhibition opening date, or 12 months prior for large loans (greater than 10), or international loans. Late applications are accepted at State Library's discretion and subject to a 100% surcharge (see **Fees and charges**, below).

In order to verify that an exhibition venue's conditions meet State Library's standards, a Standard Facilities Report is required to be submitted as part of the request. On State Library's approval of a request the Borrower must enter into a Loan Agreement with State Library.

If the item is approved for outgoing loan, the Borrower is required to provide a certificate of currency detailing insurance cover prior to despatch of items from State Library. If the item originates from one of State Library's Aboriginal and Torres Strait Islander collections, the Borrower is required to evidence appropriate cultural clearance to exhibit the item.

State Library recognises the moral, intellectual, and cultural rights of Aboriginal and Torres Strait Islander peoples, particularly in relation to collection material of either a sensitive or sacred nature. For further information on State Library's commitment to due diligence, please refer to our [Protocols for Aboriginal and Torres Strait Islander Collections](#).

### 7.2 Availability of items, exclusions, and loan periods

The availability of items from State Library collections for the purpose of outgoing loan is at State Library's discretion.

Exclusions apply for items that are already committed to State Library projects within the requested timeframe, or that have fragility issues in relation to transportation or display risk. Requests might also be denied based on unsuitable environmental or security conditions at the venue. In these cases, digital reproductions or facsimiles will be made available if possible, on a cost recovery basis.

Outgoing loans to private individuals and/or events, or commercial organisations, are not typically approved and will be considered on a case by case basis, and subject to special provisions. Allowable display periods are determined by State Library Preservation Services staff and vary according to the physical condition and stability of the items and environmental conditions at the exhibition venue.

Permanent loans are not considered, however long-term loans are considered on a case by case basis, and are carried out through periodic renewal, however, additional conservation conditions may apply. State Library reserves the right to recall a loaned item at any time during the agreed loan period.

### ***7.3 Care of loaned items***

The Borrower is responsible for ensuring the care of loaned items from despatch to return, and will be held responsible for loss, damage, or deterioration of any loaned item while it is on loan.

Environmental conditions and security at the exhibition venue must conform to the Standard Facilities Report that is assessed as part of the Request. The Borrower must comply with any and all terms and conditions set out in the Loan Agreement.

The Borrower must monitor loaned items during the loan and report on the condition of items on receipt and return, or at any other time as requested by State Library. Loss of, or any damage to, any loaned item must be reported to State Library immediately. Damage to any item should be documented and photographed by the Borrower. Damaged items should not be moved or treated without consultation with State Library (unless necessary to forestall further damage).

The Borrower must ensure that unpacking and packing, installation and demounting, and condition checking of loaned items is carried out by qualified, experienced staff. When items are assessed as being of particularly high significance or value, extreme fragility, or requiring special installation procedures, State Library may stipulate that a State Library Preservation Services staff representative (courier) is present for the transport, unpacking, installation, condition checking, demounting, and packing of the item/s, or to carry out any other special requirements stipulated for the loaned item.

### ***7.4 Insurance***

The Borrower must insure each loaned item to the value specified in the loan agreement for the duration of the loan period and under a policy acceptable to State Library.

The Borrower is required to provide a certificate of currency detailing insurance cover prior to despatch of items from State Library.

### ***7.5 Transport***

Transport arrangements, including choice of specialist art carrier, are subject to State Library's approval. All transport costs incurred in relation to the outgoing loan are borne by the Borrower, including crating, packing, freight, security, customs fees, quarantine fees, or independent valuations sought for insurance purposes.

If a courier accompanies the item for transport, or travels to install the item, the borrower will organise and pay all associated costs for travel, accommodation and per diems required by the courier for the performance of their duties. These arrangements must comply with State Library travel policies.

### ***7.6 Acknowledgement, Copyright, reproductions, and reporting***

The Borrower will acknowledge State Library in any public reference it makes to any loaned item in the manner and form specified under 'Schedule 8 – Acknowledgement of the Library' within the Loan Agreement.

If the Borrower wishes to reproduce the item in any format, and copyright is not held by State Library, the Borrower is responsible for seeking permission to use, communicate, or reproduce the work from the copyright owner. If the Borrower is seeking to obtain high-resolution reproductions from State Library, they can do so through the Order a Copy service (<https://www.slq.qld.gov.au/plan-my-visit/services/order-copy>). If the item is in copyright, the Borrower will be required to supply proof of permission to State Library as part of the Order a Copy process.

The Borrower will supply State Library with a copy of any publicly issued print collateral produced that refers to any loaned item or exhibition including the loaned item, free of charge. The Borrower will also include State Library in distribution of media releases referring to any loaned item or exhibition including the loaned item, and provide State Library with an invitation to any official opening event.

Upon conclusion of the exhibition, or at any point requested by State Library, the Borrower will supply attendance figures and documentation photographs showing the loan items on display.

### **7.7 Fees and charges**

The Borrower is required to bear all costs associated with the loan, as outlined in **Appendix 1**. All loans incur a standard administration fee. Additionally, the Borrower is required to pay a proportion of the cost of preparing the loan. A 100% surcharge is applied to loans made less than six months before the loan period begins.

The Borrower is required to fully cover the costs of transport including providing a courier if necessary (see point **Transport**, above). Additional fees may be levied in the event of special preparatory conservation work, repairs for any damage sustained during the loan period (remedial conservation work), or for the production or supply of any surrogates or reproductions that may be required.

The Borrower may apply for a reduction to or waiver of surcharges or standard charges. Standard charges may be reduced or waived based on a consideration of the Borrower's ability to pay and whether the proposed exhibition directly addresses any of State Library's priorities.

## **8 Incoming loans**

---

### **8.1 Initiating an incoming loan for exhibition**

Incoming loans for exhibition, or loans for an event for which the public display of significant items is integral to the event, are managed by the Registrar.

The Curator must perform due diligence when undertaking to borrow material from a lender, to ensure State Library is engaging in an ethical and lawful Agreement. State Library will never seek to knowingly borrow culturally restricted Aboriginal or Torres Strait Islander material, or any material that has been acquired or exported by the owner in violation of the country of origin's laws. State Library will observe all relevant international and domestic legislation in relation to the movement of cultural objects.

### **8.2 Care and management of incoming loan items**

The Registrar will work with the Lender to complete a loan agreement. The loan agreement can be State Library's Incoming Loan Agreement, or an Outgoing Loan Agreement from the lending institution.

The Registrar will work with the Lender to establish mutually agreeable transport arrangements. State Library will cover the cost of commercial transport associated with an incoming loan (and any other applicable charges related to transportation).

Once the item is received onsite at State Library, it is managed under Preservation Services' workflows. All items loaned to State Library will be treated with the same care as State Library collection items. Staff will follow appropriate care and handling guidelines at all times. Items will be stored in environmental conditions appropriate to the item, and displayed in conditions as agreed in the Loan Agreement. State Library staff will carry out routine security and environmental monitoring for the duration of the loan. Any issues identified will be reported to the lender as per arrangements in the Loan Agreement.

### **8.3 Insurance**

State Library maintains insurance coverage for all incoming loan items. Items are insured for the value as stated in the Loan Agreement for the nominated period of loan. State Library can provide a Certificate of Currency evidencing insurance coverage to a Lender upon request.

### **8.4 Copyright and acknowledgement**

The credit line for the item, any other applicable forms of acknowledgment, and specific copyright permissions should be nominated in the Loan Agreement. Where the Lender is not able to grant copyright permissions, State Library will undertake to obtain the relevant permissions from the copyright holder, which can be provided to the Lender upon request.

## **9 Essential considerations**

There are no human rights under the *Human Rights Act 2019* that are impeded by this Policy. In acting within the scope of this policy, the impact on the *Human Rights Act 2019* will be considered.

## **10 Risk management and mitigation**

Risk	Description of risk	Mitigation management
1	Damage to items while on display.	Outgoing: Completion of a Standard Facilities Report by the borrower. Site check by State Library staff if necessary. All borrowers provided with care and handling information. Appropriate supports for display provided by State Library. Condition report prior to despatch and on return.  Incoming: Borrowed items treated with the same care, handling and display practices as State Library collection material. All supplied handling and installation advice observed. Items documented on receipt and monitored throughout loan period.
2	Damage to items during transit.	Transport and packing arrangements approved by the lender and borrower, using reputable companies experienced with handling collection items, or direct delivery/collection by the lender or borrower.
3	Loss of items during transit or period of loan.	As above. All items to be insured for the period of the loan.

Risk	Description of risk	Mitigation management
4	Reputational risks, eg: if an outgoing loan request from a prominent organisation is declined due to unavailability/fragility of the item, or short notice of loan; working with a disreputable lender (ie, a lender or borrower who has the potential to attract negative press)	Clear guidelines as outlined in this document. Where possible, loans will be carried out with reputable parties. On the occasions where items are requested by borrowers, or are only available from lenders, who may have the potential to generate negative press, loan negotiations will be flagged with relevant members of SMT.
5	State Library Collection items unavailable to clients or staff while on outgoing loan.	Details of loans recorded in Alma (One Search) so that clients can see where items are. Details of loans recorded on State Library's website ( <a href="https://www.slq.qld.gov.au/plan-my-visit/services/borrowing/loans-other-cultural-organisations">https://www.slq.qld.gov.au/plan-my-visit/services/borrowing/loans-other-cultural-organisations</a> ). In an emergent situation, loans can be recalled as per this policy.
6	Incoming loans recalled by a lender during the loan period	In an emergent situation, borrowed items may be recalled by a lender. Working with the lender in the spirit of good faith, the situation should be resolved with a view to minimise disruption to the exhibition. Where possible, replacement items will be identified either from a lender, or from within State Library's collections.

## 11 References

---

The policy is supported by:

### State Library of Queensland

- Outgoing Loans for Exhibition Procedures (internal)
- Incoming Loans for Exhibition Procedures (internal)
- Handling Collection Material at State Library of Queensland (internal)
- Procedures for the Selection and Preparation of Items for Exhibition of Display (internal)
- Displaying Collection Material at a Function or Event (internal)
- Quarantine Procedures for Incoming Material (internal)
- [Exhibition Policy](#)

### Other

- [CITES Convention on International Trade in Endangered Species of Wild Fauna and Flora](#)
- [Collections Law – Legal Issues for Australian Archives, Galleries, Libraries and Museums](#)
- [ICOM Code of Ethics for Museums](#)
- [ICOM International Observatory on Illicit Traffic in Cultural Goods](#)
- [Indigenous Australian Art Charter of Principles for Publicly Funded Collecting Institutions](#)
- [Museums Australia Inc. Code of Ethics \(1999\)](#)
- [Museums Australia Inc. First Peoples: Connecting Custodians \(due for publication 2020\)](#) (previously Continuous Cultures, Ongoing Responsibilities 2005)
- [Museums Australia Inc. National Standards for Australian Museums and Galleries \(v1.5 2016\)](#)
- [Protection of Cultural Objects on Loan Act 2013](#)
- [Protection of Cultural Objects on Loan Regulation 2014](#)

- [Protection of Movable Cultural Heritage Act 1986](#)
- [Protection of Movable Cultural Heritage Regulation 2018](#)
- [UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property 1970](#)

## **13 Approval**

---

Vicki McDonald

State Librarian and Chief Executive Officer

10 / 06 /2021

## **14 Creative Commons licence**

---

© State Library of Queensland 2021

This policy is licensed under a Creative Commons Attribution 4.0 International (CC BY 4.0). You are free to copy, communicate and adapt this work, so long as you attribute State Library of Queensland.

For more information see <http://creativecommons.org/licenses/by/4.0>

## **Appendix 1**

---

### **Fee Schedule as at 1 July 2021**

charges are exclusive of GST

<b>Item</b>	<b>Fee</b>
Loans administration (up to three items)	\$225
Loans administration per item above three items	\$100 per item
Condition reporting	\$80 per hour
Framing, creation of supports, soft packing and crating as needed*	\$80 per hour
Remedial Conservation work (for damage incurred during loan)**	\$110 per hour
Loan renewal fee	\$100 (flat fee)
Surcharge for late applications	100% of the total loan fee

\*Note that cradles, supports, framing, matting and packing items supplied by State Library provided under the terms of the loan agreement remain the property of State Library.

\*\*The Borrower is required to bear the full cost of any remedial conservation work on any items damaged while on loan.