



ICOM Guidelines for Loans (1974)

Conscious of the importance of the problem of insurance of cultural property, ICOM set up a working party to study this matter in the latter half of 1971.

The members of the working group met three times between 1972 and 1973. One of the positive results of the work of this group were the "ICOM Guidelines for Loan Agreements" in 1974.

1. General

1.1. Both the Borrower and the Lender agree to abide by the guidelines for loans as set out below, although by mutual agreement sections of these guidelines may be added to, waived, or modified in writing.

1.2. The Lender reserves the right to recall the loan at any time if these guidelines are not respected, and disclaims any liability resulting from such action.

2. Responsibilities and expenses

2.1. The Borrower accepts the responsibility to pay, promptly and upon demand, all agreed expenses relating to insurance, packing, customs, transport (including the expenses of any official who may be required to travel with the loan), exhibition and custody arising from the loan agreement.

2.2. Where requested by the Lender, the Borrower will accept responsibility for agreed costs incurred in the preparation of the loan.

2.3. The Borrower will exercise due care in the custody, handling, transport, unpacking, and repacking of the loan.

2.4. The Borrower, upon unpacking, will acknowledge immediately the receipt of the loans.

3. Condition reports

3.1. The Lender will prepare a condition report before packing and, where possible, will provide the borrower with full documentation.

3.2. The condition report will specify any required environmental and travel conditions for the loan, with full regard to the media of the work as well as to its physical condition.

3.3. The condition report will be forwarded to the Borrower prior to the removal of the loan so that he may satisfy himself that no undue risks are being accepted. Additional copies of

the condition report will travel with the loan.

3.4. On receiving the loan the Borrower will check the condition report and return one copy to the Lender within forty-eight hours of unpacking, noting any changes in the condition of the loan. The same procedure will be adopted on any occasion when the loan is transferred to another institution.

3.5. Any evident changes in the condition of the loan, either in transit or during exhibition, will be reported immediately to the Lender.

3.6. Should the Lender consider that the loan should be examined by himself or an officer of the lending museum or its agent, then the expenses incurred with such an examination shall be borne by the Borrower.

4. Insurance

4.1. The Borrower agrees to provide or pay for insurance, or provide an indemnity, acceptable to the Lender.

4.2. The insurance or indemnity shall be "nail to nail", i.e. covering the loan from the time when it is removed from its location prior to its shipment to the Borrower, and until returned directly to the location specified in the Certificate of Insurance or Indemnity.

4.3. In the event of total loss the policy or indemnity agreement should provide for coverage of the declared value as specified in the certificate of Insurance or Indemnity.

4.4. In the event of partial loss or damage the policy or indemnity should provide for the cost of replacing or repairing the loan so damaged, and depreciation.

4.5. The policy may provide a waiver of subrogation against the borrower.

4.6. When the Borrower provides the Insurance or indemnity he shall submit evidence to the Lender for approval by him prior to the removal of the loan.

4.7. If the Lender elects to arrange his own insurance cover, he will on demand submit to the Borrower evidence of insurance.

5. Customs formalities

5.1. Customs formalities should be cleared by the Lender at the premises of final packing, before despatch. The Borrower is responsible for making every effort to ensure that customs examination is made only on his premises on arrival. No loan should be unpacked for examination at any point on the journey, and the same procedure should apply in reverse for the return of the loan.

6. Packing

6.1. The lender shall prepare the loan shipment in packing considered to be safe and adequate for the purpose, and reserves the right to appoint his own packing agent should it be deemed necessary. The Borrower reserves the right to examine the packing before despatch takes place.

6.2. On return, the loan shall be packed in exactly the same way as received and with the same cases, packages, pads, and other furnishings when possible, unless a change is specifically authorized by the Lender. All packing materials should be stored during the loan period in a place fully conditioned to the same temperature and relative humidity levels as those under which the loan itself is stored or displayed.

7. Transport

7.1. The Borrower and the Lender shall mutually agree to the transport arrangements. The

Lender reserves the right to specify the transport programme to be employed and to object to a specific contractor without stating his reasons. The vehicles and other equipment used for handling should be suitable for the specialized work involved, and where necessary they are to be fitted with approved security devices.

7.2. Both parties are responsible for ensuring that movement of the loan through ports of entry and exit are effected with speed and efficiency.

8. Escorts

8.1. When the Lender specifies that the loan be accompanied by a courier or escort, he may reserve the right of nomination.

8.2. Escorts should be experienced museum officials familiar with the modern packing and transport methods employed.

8.3. The escort will personally witness and oversee packing and unpacking, loading and unloading of the loan, and any transfer between different forms of transport.

9. Physical environment

9.1. The Borrower undertakes to maintain constant and adequate protection of the loan from the hazards of fire and flood, exposure to excessive light levels or harmful radiations, extremes of temperature and relative humidity, insect attack and pollution. The Borrower will also notify the Lender of any unusual environmental exposure.

9.2. The Lender reserves the right to define specific conditions relating to item 9.1 above, and to require that the Borrower undertake to maintain environmental conditions within pre-agreed limits. (Note: Icom recommends that light sensitive loans should not be exposed to direct sunlight. Moderately light sensitive loans should only be exposed to ultra-violet filtered light at intensity levels not exceeding 150 lux, and for very light sensitive loans, not exceeding 50 lux. Relative humidity in normal circumstances should be maintained at 54±4 per cent).

10. Security

10.1. The Borrower must undertake to maintain constant and adequate protection of the loan to minimize the risk of theft or damage. The Lender may agree to the employment of a security system relying upon electronic devices either alone or in conjunction with physical invigilation.

10.2. The Lender or his authorized agent retains the right to inspect all environmental and security precautions during the period of the loan without prior warning.

10.3. The Borrower agrees that the loan will not in any way be treated, cleaned, repaired, remounted, reset or submitted to any scientific examination except when such an action has been specifically authorized by the Lender, or is undertaken for the loan's immediate protection consequent to a mishap (see also para. 3.5).

11. Photography and reproduction

11.1. The loan must not be individually photographed, filmed, televised, or reproduced, without the prior consent of the Lender, although there is no objection to general views of an exhibition being taken for press and publicity purposes.

11.2. In the case of the Lender agreeing to the loan being filmed, photographed or televised, the Borrower will ensure that:

(a) Lamps are not placed closer than 2 metres from the loan.

(b) The lamps used do not raise the surface temperature of the loan more than 3°C above room temperature.

(c) The loan is not touched or moved, except by the qualified employees of the Borrower.

11.3. In the case of the Lender agreeing to photographic reproduction of the loan, the Borrower will ensure that the ownership of the loan is indicated in such a form as the Lender may direct.

11.4. It is the responsibility of the Borrower to acquaint himself with any copyright ownership which may apply to the loan and to take the legally required action in the event of the loan being reproduced.

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