

Museums Loans Policy

Collections: The Museums of The Royal College of Surgeons of England, including the Hunterian Collection; the College Museum; the Anatomy Collection; the Pathology Collection; the Odontological Collection; the Historical Instrument Collection; the Special Collections; Microscope Slide Collection and associated reserve collections.

This policy excludes items acquired for handling for educational purposes which are not accessioned into the main collection.

Governing body: The Council of Royal College of Surgeons of England ('the College') / Board of Trustees of the Hunterian Collection

Previously approved by Trustees of the Hunterian Collection: 1 February 2012

Previously approved by College Council: 8 March 2012

Date approved by Trustees of the Hunterian Collection: 9 February 2022

Date approved by Library Museums and Archive Committee: 24 March 2022

Date Approved by College Council: 14 April 2022

Date for review: April 2027

1. Scope and purpose of the policy

- 1.1. This policy covers loans of museum objects ('material') to and from the Royal College of Surgeons Museums for any duration.
- 1.2. The Council of the Royal College of Surgeons of England ('the College') holds collections of outstanding medical, scientific, historical and cultural significance. Loans will be made for specific purposes that further the College's aims for these collections:
 - 1.2.1. To enhance the College's reputation by raising awareness of surgeons and their work in society.
 - 1.2.2. To aid the professional work of the College by providing training resources.
 - 1.2.3. To facilitate and generate excellent medical, scientific, historical and other research.
 - 1.2.4. To support public engagement with, and understanding of, surgery, its history and practice and related arts and sciences.
- 1.3. Loans offer the opportunity of extending access to items which would otherwise remain in store and facilitates research which could not otherwise be carried out. The College is therefore keen to enhance access to its collections by lending accessioned items to other museums, educational or research institutions, within available resources and subject to loan conditions.
- 1.4. This policy does not cover material held in the College's Archives or Library and Surgical Information Services.
- 1.5. The College will loan to institutions, and in exceptional cases individuals such as independent scholars, the College will not loan for commercial use. Ethical

considerations will be taken into account, especially in relation to human remains, see (3) below.

- 1.6. For the purposes of research requests, the College's Museums Research Policy should also be consulted.

2. Preconditions

- 2.1. The benefit of increased access to collections and the benefits of research must be offset against the amount of work and time involved in setting up these loans and the responsibility of the College to its strategic aims. Loans will only be made or received if staff time and other necessary resources are available.
- 2.2. All loans must be approved by the Director of Museums and Special Collections. Loans with significant resource implications or potential to impact on College reputation will be referred to the Library, Museums and Archives Committee. Loans from the Hunterian Collection must also be subject to agreement of the Board of Trustees of the Hunterian Collection.
- 2.3. In general the borrowers must demonstrate that the loan will either provide greater public access to material than would otherwise be possible, or will facilitate research that could otherwise not be undertaken. Loaned material will normally be from RCSEng Museums reserve collections, but material currently on exhibition may be made available for loan under exceptional circumstances.
- 2.4. The College will not lend to any exhibition which includes objects that are known or suspected to have been stolen, illegally excavated or illegally exported or imported as defined in the 1970 UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property.
- 2.5. Material will only be lent if it is:
 - 2.5.1. in a suitable condition for transportation;
 - 2.5.2. in a suitable condition for the proposed use;
 - 2.5.3. unlikely to be exposed to undue risk;
 - 2.5.4. to be housed in conditions suitable for their preservation.
- 2.6. Further conditions may be imposed depending on the nature of the material borrowed.
- 2.7. In the case of sensitive, valuable and/or manuscript material, the College may require courier(s) to accompany the loan in transit or installation.
- 2.8. All loans will be agreed for a specified period, with a maximum of five years in exceptional circumstances. No inward or outward loan will be made for an indefinite period or as a 'permanent loan'. It is the Borrower's responsibility to return the item(s) by the agreed return date. The Borrower should contact the College one month before the expiry date is reached. Loans may be renewed at the agreement of both parties.
- 2.9. The College will not normally agree the loan of some fragile items more than once in a five year period.
- 2.10. The Borrower must adhere to all conditions specified by the College and notify the College immediately if these conditions cannot be met. Failure to comply with the conditions of the loan may result in the material being recalled. In exceptional circumstances the College may need to withdraw loaned material even when all loan conditions have been met. In this case a three month notice period will be given.

- 2.11. 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.
- 2.12. The Borrower may be required to cover indirect costs. This may include staff time – especially for International loans - to: administer the loan, prepare items for display, or courier the Item(s). The College will advise the Borrower of any indirect and administrative costs to be covered at the time the loan is approved.
- 2.13. For any item or group of items, which present certain risks associated with the loan, the College may wish to send a courier who will be responsible for supervising handling, installation and de-installation. The courier, as the College's official representative, has the right to withdraw Item(s) from display where the stipulated requirements have not been met. The RCSEng Museums reserve the right in exceptional circumstance to withdraw the loan, with due notice, for future display within RCSEng. All courier costs including travel and subsistence will be borne by the Borrower.
- 2.14. The College wishes to encourage public access to its collections and therefore does not charge a loan fee for lending for public exhibition and/or study.
- 2.15. The College will work with the Borrower to ensure costs are kept at a minimum for all parties
- 2.16. The Borrower will inform the Lender of a change of details, including but not limited to change of name or address.
- 2.17. The Lender will inform the Borrower of a change of details, including but not limited to change of name or address.

3. Human remains

- 3.1. Under the terms of the Human Tissue Act 2004, the loan of human remains less than 100 years old for the purposes of public exhibition or research is not permitted except to institutions in possession of a valid licence issued by the Human Tissue Authority.
- 3.2. Requests for loans of human remains out-with the terms of the Human Tissue Act 2004 will be referred for consideration by the Library, Museums and Archives Committee.
- 3.3. Borrowers will be expected to comply with the general requirements of the Human Tissue Act and the most recent UK Government guidance regarding retention and display, and will be expected to demonstrate due sensitivity to the ethical issues surrounding the use of human remains.

4. Loan requests

- 4.1. The College should be approached as early as possible, and may provide advice concerning the selection and general availability of material for loan. Where practical an advance visit should be made.

4.2. Loan requests to the College should be made in writing at least six months in advance of the required collection date for UK loans (twelve months for international). In extraordinary circumstances loans at shorter notice may be considered.

4.3. Loan requests must include the following information:

- a. Details of the required material including catalogue numbers and brief descriptions.
- b. Details of the borrowing institution and name, position and contact details of the responsible officer.
- c. Proposed dates of the loan.
- d. If intended for an exhibition, a description of the exhibition and venue(s), including environmental and security arrangements in the form of the standard UK Registrar's Group Standard Facilities Report, Security Supplement and Display Case Supplement.
- e. If intended for other purposes, the objectives and proposed outputs of the project, information about the participants, and details of storage environment and security arrangements.
- f. A statement of insurance or indemnity arrangements to be made.

4.4. A written response will be sent detailing the College's decision. If agreed, borrowers will be provided with information including packing and transport requirements; display, environmental and handling recommendations; valuation for insurance purposes; physical details and condition information.

5. Outgoing loan procedures

5.1. It is the recipient's responsibility to arrange appropriate insurance cover or be covered by Government Indemnity for the item(s), including insurance of the item(s) whilst in transit. Insurance should be for replacement value. College will only release the material if a copy of the insurance document or proof of Government Indemnity has been provided.

5.2. A loan agreement with conditions will be signed by each party in advance for the loan period. Condition reports for the objects will be completed before and after transport to and from the loan venue and copies provided for the lender and borrower.

5.3. The Borrower will inform the lender of the loss of the object(s) or of damage of any nature, including any discovered on first receipt/delivery.

5.4. The Borrower will not clean, restore, repair or alter the objects on loan in any way without the prior written permission of the College. The borrower will provide reasonable access to loan objects to College staff. Loans will be monitored with periodic reports on the material's physical and environmental conditions.

5.5. Loaned items must not be photographed, filmed, televised or copied in any way without the College's prior written agreement.

5.6. Depending on the collection, loans shall be acknowledged as appropriately on labels, publications and in any associated outputs to:

- a. "The Royal College of Surgeons of England";
- b. "The Hunterian Museum at the Royal College of Surgeons of England"; or
- c. "The Board of Trustees of the Hunterian Collection".

- 5.7. The Borrower will provide the College with a copy of any catalogues or other published outputs relating to the loaned material.
- 5.8. Material lent for purposes other than exhibition will be kept in stable environmental condition. Material should be supervised by the borrower when in use and secured when not in use. The borrower is responsible for ensuring that only authorised individuals have access to the objects.
- 5.9. All loans out will be recorded in the College's collections management system and information about them retained in perpetuity. The College will keep the Borrower's details in accordance with the General Data Protection Regulations (2018)
- 5.10. Exit Forms will be signed by the remover and an authorised museum representative.

6. Incoming loan procedures

- 6.1. The College will accept items on loan from individuals or organisations for the purposes of exhibition, learning or research, where no suitable alternative from its own collections is available. Occasionally the College will accept loans for other reasons, such as identification or conservation.
- 6.2. Loans in to the College must be agreed by the Director of Museums and Special Collections.
- 6.3. In order to guarantee value for money any consideration of a loan in will include an assessment of the likely costs, risks and benefits accruing from the loan; any hazards associated with the loan Item(s); the provenance and title of the Item(s); the acceptability of any conditions requested by the Owner; the ability to obtain relevant import and export licences.
- 6.4. The College will not borrow item(s) which are not fit to travel, nor will it borrow item(s) which are not fit to be displayed, unless it has made prior arrangements with the Lender to conserve an item(s) to display standard following its arrival at the College.
- 6.5. The Lender's written permission will be sought by the College before any interventive work is carried out either to the 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) or the public. All conservation expenditure will be agreed with the Lender before any work is undertaken or contracted. In cases where the Museum has undertaken conservation work, it may seek to recover all or part of such costs should the loan be terminated prematurely at the Lender's request.
- 6.6. The College will verify the ownership of all incoming loans to ensure that the current owner is legitimately able to lend the items and will apply the same strict ethical criteria to loans as to purchases.
- 6.7. Loans will only be accepted if the College is able to provide a standard of care equivalent to that given to items in its permanent collection.
- 6.8. A loan agreement will be made in writing and signed by representatives of the Lender and the College. Such agreements will be for specified periods, though they may be renewed at the agreement of both parties.
- 6.9. The Lender will provide a valuation to be used for insurance purposes.
- 6.10. The College will ensure that insurance or indemnity cover is provided for the loan period.
- 6.11. Condition reports for the objects will be completed before and after transport to and from the loan venue and copies provided for the Lender and Borrower.

- 6.12. An Entry Form will be signed by the receiver and an authorised College representative. Each item will be assigned its own unique entry number. Details about each item, including its location, will be entered in the College's collections management system.
- 6.13. If at the end of the loan period the original Lender cannot be contacted the College may, after a period of due diligence when all reasonable efforts have been made to trace the original owner, either acquire the material as an acquisition or dispose of it in accordance with the College's Museums Collections Development Policy. If the original donor has died since the loan was received the College will contact the executor if known. If current legal ownership of the object is in any doubt professional advice will be sought.