

**GENERAL PRINCIPLES ON THE ADMINISTRATION
OF LOANS AND EXCHANGE OF WORKS OF ART
BETWEEN INSTITUTIONS**

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INTRODUCTION

These guidelines are intended to inform, simplify and make more cost-effective the organisation and administration of major international exhibitions of works of art.

They have been drawn up and accepted by the members of the international group of organisers of large-scale exhibitions which was founded by the Réunion des musées nationaux in 1992. Originally consisting of European institutions, the group was joined in 1993 by major museums in North America and elsewhere in the world, and continues to meet regularly. A list of current members is attached at appendix X. It is hoped that members will encourage other institutions in their own countries and elsewhere to observe these guidelines for the benefit of the international museum community.

The purpose of the guidelines contained in this document is:

- To promote the highest standards for the movement and care of works of art
- To promote a code of behaviour between museums involved in major international exhibitions
- To confirm a generally accepted balance of rights, responsibilities and customs between lenders and borrowers
- To inhibit the infliction of unnecessary or unfair costs on either lenders or borrowers

CODE OF PRACTICE

It is the hope of the participants that this document will help to encourage widespread collaboration between museums working towards a common cultural aim. The responsibility for the honourable and appropriate conduct of any museum as either borrower or lender rests ultimately with the director or chief professional officer of a museum. Thus, while fiscal responsibilities and allegiances to the appropriate financial authority and the need to maintain proper accountability must all be taken into consideration, a museum director's task is primarily cultural, allowing certain priorities to operate concerning the promotion of works of art to the widest possible audience, and the care and preservation of those works for posterity.

In reaching decisions regarding exhibitions and loans, a museum director must consider the obligations of his or her museum, not only to the works of art in its care, but also to the public, whether local, national or international, and to the international community of museums. This awareness should also engender the free exchange of contemporary scholarship regarding works of art, their history and meaning, as well as promoting museum collections and specialist exhibitions on an international scale.

LOANS

Temporary exhibitions depend upon the willingness of both public and private owners to lend works of art in the interests of public enjoyment and education. In recognition of this support, and to safeguard the works of art, the borrower is obliged to provide satisfactory conditions for the transport and display of loans, to insure them adequately, and to meet all directly associated costs. These guidelines attempt to summarise the principles which should govern such loans. They do not cover exchanges of entire exhibitions between institutions, though many of the principles, including that of reciprocity, may apply in such instances.

1 General Principles

- 1.1 Borrowers should in principle apply the same strict ethical and practical standards when asking for a loan, as when deciding, as lenders, whether or not a loan from their museum collection can be granted. It is possible for inconsistencies in applying such standards to arise as a result of financial, scholarly and artistic interests.
- 1.2 Loans should primarily be granted for the benefit of other museums to which there is general public access. Museums are advised to consider carefully whether to lend to exhibitions held in non-museum environments such as town halls, department stores, churches, art or antique fairs and other spaces not specifically built for the display of works of art and without trained staff and adequate security and climate controls. Similar considerations should apply when lending to government departments.
- 1.3 Loans should only be granted to exhibitions abroad which are artistically or academically of high quality.
- 1.4 A work of art should not be lent abroad if its physical presence is not strictly required in the context of an exhibition.
- 1.5 Loans are, in principle, granted as a courtesy to other institutions abroad as a means of promoting a greater understanding and enjoyment of art, and advancing the interest of scholarship.
- 1.6 Loans should, wherever possible, be granted direct from museum to museum, and not through intermediaries such as government agencies.
- 1.7 Museums should not knowingly lend to any exhibition which includes objects that have been proven to be stolen, removed in contravention of international conventions or illegally exported.
- 1.8 It is in the common interest of museums, whatever their legal or financial constraints, to minimise the charges which they pass on to borrowing museums.
- 1.9 Lenders should always be kept informed of arrangements for the transport and the location for the display of their loans, and their permission must be sought where any changes are proposed.
- 1.10 Private lenders' requests for confidentiality must be scrupulously respected.

2 Loan Requests and Loan Conditions

- 2.1 Most museums have standard loan agreement forms, which stipulate the requirements that have to be met by the borrower and the rights that the lenders reserve for themselves. Institutions handle loan requests in various ways, depending on the legal basis for ownership (state, municipal, foundation, trustees, etc).
- 2.2 The director of the borrowing institution should submit a formal loan request to the director of the lending institution. Once the loan is agreed, he or she should sign a written agreement with the lender or should authorise a senior member of staff to do so. Subsequent correspondence will normally be between curators or their nominees, such as registrars.
- 2.3 Loan requests should be made as early as possible, preferably, for international loans, at least a year and no less than six months in advance of the exhibition opening.
- 2.4 The borrower should clearly indicate the type and legal status of the institution that he or she represents.
- 2.5 It is the prerogative of the lender to draft the loan agreement if he or she wishes to do so. Such agreements will always take precedence over loan forms, information sheets, etc, provided by the borrower.
- 2.6 The lending institution should stipulate clearly the conditions of loan. It should reserve not only the right to waive, reactivate or add to the loan conditions with due notice, but also to recall a loan at any time if conditions are not met, at the same time as issuing a disclaimer of liability.
- 2.7 The borrowing institution may be asked for a facility report, and will be required to meet specific conditions laid down by the lender. The lender may also insist on visiting the institution to inspect those conditions at the borrower's expense.
- 2.8 The borrowing institution is required to meet all costs directly related to the loan incurred both by itself and by the lender, including inspection visits beforehand when required by the lender.
- 2.9 The lender should not make unreasonable demands regarding the means of transport, type or value of insurance or other requirements that can be avoided without increased risk to the loan.

3 Transport

- 3.1 Only specialist fine art transport agents should be used for the transport of works of art.
- 3.2 In any disagreement between the lender and borrower over the means of transport, the lender ultimately has the right to stipulate what means shall be used. However, lenders should, where possible, look favourably on options which may reduce costs, provided these do not compromise the safety of the loan.

- 3.3 Decisions about transport should be determined principally by the security and safety requirements of the works of art, even when an airline or transport company is providing sponsorship or subsidised transport.
- 3.4 If the lender intends to request a police escort for any part of the transport of a loan, this should be specified at the outset, before the signing of the loan agreement, in order that the costs can be evaluated, and the borrower has the opportunity to discuss the merits of such an escort with the lender.

4 Insurance

- 4.1 The lender should stipulate the fair market value, currency and other conditions of insurance with regard to the loan(s).
- 4.2 The borrower is required to meet the costs of insurance.
- 4.3 Wherever possible a loan should be insured for its agreed value rather than its declared value.
- 4.4 In cases where it is agreed that the borrowing institution may negotiate the terms of insurance or use its own broker, the lending institution will require documentary evidence that the cover meets all its requirements.
- 4.5 Lenders are entitled to demand copies of insurance certificates or indemnity statements well in advance of the transport date for loans.
- 4.6 The borrower should confirm when cover commences and ceases.
- 4.7 In cases where there is a legal or other impediment to accepting the borrower's own insurance policy, the lender should charge a fair premium exempt from any direct or incidental financial benefit to the lender.
- 4.8 In the interests of reducing costs, lenders should, whenever possible, accept cover by government, federal or state indemnity schemes instead of or in addition to commercial insurance, provided such indemnities offer acceptable levels of cover.
- 4.9 Wherever possible, borrowing institutions which ask lenders to accept government, federal or state indemnity schemes, or borrower's insurance should in turn always guarantee and accept reciprocity, i.e. accept indemnity from the other party or at least allow the other party to arrange his or her own insurance, provided that all the lender's conditions are met.
- 4.10 Lenders are encouraged not to change the insurance values of loans for the agreed period of a signed loan contract.

5 Environmental Conditions

- 5.1 The borrower must provide appropriate climatic conditions and lighting levels, as stipulated by the lender.
- 5.2 All entertainment must be subject to strict observance of the conditions imposed by lenders, insurance companies and indemnity schemes, which

normally exclude eating and drinking in any areas where works of art are displayed.

- 5.3 The borrower must always provide supervision for photographers, television companies, etc. and must ensure that the lenders' conditions are observed and the safety of loans is closely monitored. The use of high voltage equipment in exhibition rooms should be strongly discouraged.

6 Loan Decision

- 6.1 The decision to grant a loan depends on a great number of factors, the most important being:
- the intrinsic value of the exhibition concept (i.e. its scholarly, artistic or educational purpose) and its feasibility in terms of the availability of other loans. No category of exhibition should be ruled out in principle. The same criteria should be applied to thematic exhibitions and exhibitions on single artists, schools or movements, and each should be judged on its merits. The final decision in such matters should rest with the lending institution's professional staff.
 - the material condition of a work and its ability to travel. Condition should be checked and a recommendation made by a qualified conservator. In view of the possible range of interpretation of technical data, the final decision should rest with the museum director.
 - whether the removal of a work on permanent display can be justified.
 - the type and reliability of the borrowing institution and its legal and financial status.
 - the security and environmental suitability of the borrowing institution, and the professionalism of its staff and agents.
 - the political and financial stability of the country or region involved.

7 Dealers and Private Collectors

- 7.1 Although some museums refuse to lend to or borrow from commercial galleries, these Guidelines do not attempt to exclude such loans. Nevertheless, it is recommended that, in addition to the criteria and conditions outlined above, the following requirements be expressly stipulated in such cases:
- Loans from dealers should not be withdrawn from an exhibition during its planned showing or during the course of an international tour, unless previously agreed in the loan agreement.
 - When asked to lend to an exhibition in a commercial gallery, a museum should be informed in advance of the character of the

other works to be displayed, and should retain the right to withdraw loans if the quality of the selection or the display does not meet expectations.

- 7.2 When borrowing from private collectors, museums are sometimes requested to lend a work in exchange, to substitute for the borrowed work during the period of the exhibition. Whether or not a museum is permitted in law to do so will depend on its status. However, it is inadvisable for museums to lend important works to private collectors if public access is thus denied. Other factors that should be taken into account are security, environmental conditions and the character of the premises.

8 Counter-loans and Loan Payments

- 8.1 It has been general practice, over many years, to exchange loans between institutions as a courtesy between colleagues, free of charge. Some museums consider the granting of a loan to an important exhibition as a cultural obligation which needs no compensation. For other museums granting loans is a part of a larger loan policy in which there is a reciprocal “give and take” attitude. However, in the world of art exhibitions a perfect quid pro quo, benefiting both partners equally, is impossible to achieve. Works of art are unique and difficult to compare.
- 8.2 It has long been standard practice for the lender to stipulate conditions for travel, security, display and safety, and for all origination costs of an exhibition to be borne by the organiser/borrower. Until quite recently, all “overheads”, or internal costs were generally borne by the lender. Increasingly, however, lending institutions have taken to charging fees, either to cover their costs or to make a profit.
- 8.3 Loans may therefore be granted under a number of different conditions:
- free of charge, with or without a reasonable handling fee constituting a recovery of some of the lender’s direct costs. Such a handling fee is not unusual and is generally considered acceptable. Some museums reduce this fee with each subsequent loan for the same exhibition. Some museums charge different fees for sculptures, paintings or works on paper.
 - in return for a loan fee, constituting a payment by the borrower to the lender for obtaining the loan, rather than a recovery of costs actually incurred.
 - in exchange for other loans, or counter-loans (“a painting for a painting”). A lender may request the reciprocal loan of a work of art in exchange for a specific loan for an exhibition.
 - in return for goods or services.
 - in the context of a partnership (for example, in organising an exhibition tour).

9 Recommendations

- 9.1 The lender should, where possible and reasonable, respond sympathetically to the needs of the borrower.
- 9.2 Lending museums should not take advantage of the fact that a loan requested from them is crucial to the success of an exhibition, by demanding excessive fees or unreasonable counter-loans.
- 9.3 In considering loan requests, museums should take account of any generosity shown to them by potential borrowers in the past. Museums which cannot grant a loan request to an institution from which they have borrowed on a previous occasion should make special efforts to help by, for instance, offering alternative loans or assisting to secure replacement loans.
- 9.4 If the lender intends to charge the borrower for any costs associated with preparation of the loan, these should be specified at the outset and included in the loan agreement.
- 9.5 The cost of conservation treatment to enable a work of art to travel or to enhance its appearance should only be charged to the borrower if it cannot reasonably be borne by the lender, and after written agreement by the borrower. The borrower's contribution to the costs of conservation treatment should preferably not exceed fifty per cent.
- 9.6 Requests for loan fees should be restricted to institutions which cannot be expected ever to reciprocate and/or with whom future partnerships are unlikely. No fee should be charged for the loan of works by living artists to exhibitions organised by or on behalf of those artists.
- 9.7 Counter-loans should not be requested unless the permanent display of the lending institution or its financial wellbeing (through tourism, for example) would be severely damaged by the temporary absence of a particular work of art. Small museums are most likely to suffer in this respect. Large institutions which have rich holdings are urged to refrain from requesting counter-loans.
- 9.8 The cost of a counter-loan should normally be borne by the borrower of the counter-loans.
- 9.9 Counter-loans "to replace a blank space on the wall" are only acceptable if the lender cannot reasonably be expected to provide a suitable replacement or if the duration of a loan is unusually long.
- 9.10 Application of loan fees and counter-loans should wherever possible be governed by rules of reciprocity.
- 9.11 Reciprocal loans between two parties should be subject to a written agreement, signed by both institutions. If museums decide to make long-term loans as an exchange, all loans involved should be inspected for fitness to travel before the exchange loan agreement is signed so that no doubt arises at a later date about their availability.

- 9.12 When a counter-loan agreement is implemented, promised loans should not be withheld unreasonably as a consequence of stricter conditions or a change of loan policy.
- 9.13 Museums should take a critical view of the number of venues of travelling shows. The fragility of the objects contained in an exhibition should be taken into account when the number of venues is being considered.
- 9.14 Partners in an exhibition with multiple venues should support each other in obtaining the same works for all venues and not negotiate separately for loans to their own venue only, except when agreed between the partners.

10 Limitations and Restrictions

- 10.1 Museums should avoid payment in cash or kind for loans, and are to be discouraged from “hiring out” works or allowing them to travel too frequently for financial gain. In cases where payments in cash are made, the borrower may be considered to have paid for the loan and will have incurred no “loan debt” towards the lender.
- 10.2 Counter-loans which serve no artistic, scholarly or other museological function should be avoided, likewise counter-loans of works of art which are unfit to travel.
- 10.3 Counter-loans to large institutions are inappropriate and should not be granted.
- 10.4 Counter-loans to private lenders should be very carefully considered and are generally frowned upon. A museum may face serious criticism if a work lent to a private collector suffers damage.
- 10.5 Unnecessary advantages should not be awarded to museum staff or private lenders.
- 10.6 Museums should resist loan fees in money or kind or counter-loans between regular colleagues.
- 10.7 Counter-loans should not be made to a museum which is unfit to receive a loan because of the inadequacies of its climate control, security or staffing.
- 10.8 No borrowing institution should accept conditions imposed by museums or private owners which violate or threaten the organiser’s artistic or scholarly independence, such as:
- adding to an exhibition works which would not normally qualify for inclusion;
 - dating works or making attributions against the better judgement of the scholars responsible for the exhibition;
 - giving unjustifiable prominence to the illustration of certain works, for instance on the catalogue cover.

- 10.9 Deals that bind the museum over too long a period should be resisted.
- 10.10 Deals that imply the temporary loss of control of a work of art should likewise be avoided.
- 10.11 Insurance valuations or special clauses benefiting the owner in case of damage or loss should not be agreed if the borrowing museum knows these to be unreasonable or excessive.
- 10.12 Also to be avoided are deals whereby money or goods are supplied to individuals, intermediaries or museum employees, at no direct benefit to the lending museum itself. When dealing with very poor museums, for example it may be advisable to offer professional or technical assistance rather than money in return for loans.
- 10.13 Museums, whether borrowing or lending, should not bow to any form of external political or diplomatic pressure.

COURIERS

1 General Principles

- 1.1 The role of the courier is to act as representative of the lender in ensuring safe handling of the loan during transit, unpacking, packing and, if necessary, during installation and de-installation, and to condition check loans for which he or she is responsible.
- 1.2 It is the lender's right to insist on a courier, to ensure the safe handling of the loan.
- 1.3 A courier must be allowed to be present when the work of art is installed or de-installed. A courier may also insist on safe storage for the loan if the exhibition space is not ready for installation.
- 1.4 Careful consideration should be given by the lender as to whether a courier is really necessary before insisting on one as a condition of the loan. In some cases loans may not need to be accompanied by the lender. The implications for exhibition costs and staff time should be taken into account.
- 1.5 The courier should be appropriately qualified and trained to undertake the duties of the role. The courier represents the institution on whose behalf he or she is acting and should behave responsibly at all times.
- 1.6 Lenders should be prepared, when requested, to consider accepting a shared courier or escort for a loan if it forms part of a larger consignment coming from one city or area.
- 1.7 The borrower should agree with the lender in advance the actual duties of the courier for particular loans.

2 Considerations

- 2.1 The following concerns may affect the lending museum's decision to insist on a courier:
 - (i) In preparation and transport:
 - the fragility of the work, or a very high value;
 - a difficult or long journey possibly with trans-shipment, or a journey with unknown transport agencies;
 - a new borrower where procedures and standards of handling are not yet known;
 - a known borrower but one where the procedures and/or standards in the past have not been of sufficiently high standard.

- (ii) During installation:
 - a fragile or very valuable object or document;
 - a sculpture or work of art which is complicated to install without guidance, or which has special handling or installation requirements.
 - a concern that the borrower is inexperienced in installing;
 - a belief that objects are handled most safely by those familiar with them.

- (iii) In transit between venues on a tour:
 - a lender should be encouraged to share or assign courier responsibilities with/to designated staff of the organising institution and/or another lending institution during transfer between venues. However, where the lending institution is particularly concerned for the same reasons as described above then it may insist on sending its own courier, particularly in the following cases:
 - where the organising institution is not sending its own couriers or conservators/restorers;
 - where the organising institution is not experienced in touring shows and the receiving venues are unknown to the lender;
 - where there is no clear organiser controlling the tour.

3 Duties and Responsibilities on the Outward Journey

- 3.1 To perform their duties properly, couriers should always travel with works except in very exceptional circumstances and when the lender and borrower agree it is not necessary.
- 3.2 In preparation, the courier must gather full information about the exhibition, the borrower and the transport agent, and must have all the necessary papers and keys.
- 3.3 The courier must have full information about the condition of the work and about any installation problems. Current condition reports and/or record photographs which register the state of the objects immediately before packing should be available. If no report exists, a new one must be compiled.
- 3.4 Before and during transit the courier should:
 - supervise the packing and understand the methods used;
 - check the cleanliness of vehicles used and supervise loading;
 - supervise handling wherever possible or instruct the transport agent to do this in areas which the courier cannot enter for airport security reasons.

- 3.5 A courier should never leave a work unattended in a non-secure location.
- 3.6 On arrival the courier should:
- check the cleanliness and security of the handling/unpacking area;
 - supervise unpacking and advise art handlers on any special needs;
 - leave work in a secure, climate-controlled storage space if the galleries are not ready;
 - check and agree condition with borrower;
 - leave with the borrower a copy of the original and annotated report signed by both parties.
- 3.7 Where it is an agreed condition of loan or where the courier is not confident about the safety of the work (even if it is not a condition of loan) he or she should:
- advise about methods of handling;
 - install or supervise the installation in agreement with the exhibition organiser;
 - check that the work is adequately protected whilst on display;
 - check the environmental conditions.

4 Re-packing and Return

- 4.1 All the above duties should be carried out in reverse order at the end of an exhibition as follows: check and agree the condition and sign the papers accordingly; pack or supervise packing in clean uncluttered conditions; supervise all handling; never leave the work unattended unless in a secure lock-up. Finally, on return, check the condition with the in-house conservator/restorer, or against the initial report.
- 4.2 A report, possibly in the form of answers to a questionnaire, should be completed on all courier trips and given to the registrar or equivalent on return, as the information may influence decisions on future loans, with or without a courier.

5 Travel

- 5.1 Couriers hand-carrying or accompanying freight should travel by the class required to ensure preferential treatment at all stages of the journey, particularly where there is a possibility of a change of schedule.
- 5.2 For outward or return journeys, when the courier is not accompanying loans, economy class may be adequate, unless the journey is intercontinental and exceeds six hours, is particularly complicated or if the courier is expected to undertake specialist duties immediately on arrival.

6 Length of Stay

- 6.1 The following guidelines are recommended for couriers travelling outside their own country:
- 2 nights and 3 days for most trips;
 - 3 nights and 4 days for intercontinental, longer or more difficult trips.
- 6.2 Exceptionally the borrower may agree to meet the costs of a longer stay and will always be liable to do so whenever the display venue and/or show cases are not ready or otherwise in breach of the conditions agreed in advance.
- 6.3 Where loans are made within the same country then the length of stay should be the minimum necessary to fulfil the duties required.

7 Per Diem Allowances

- 7.1 The borrowing institution should pay for a room for the courier in a three-star hotel (or equivalent) and, in addition, should provide a reasonable per diem allowance, including travel days, to cover all other expenses according to its own standard rate. This standard rate should be specified at an early stage when practical arrangements for the loan are being discussed.
- 7.2 It is the responsibility of the borrower to make sure that the per diem allowance is easily available for the courier and to inform lenders in advance where and when the money can be collected.

SPONSORSHIP

Sponsorship has become in recent years one of the most common means of financing temporary exhibitions. In exchange for providing funding, or sometimes goods in kind such as transport, the sponsor gains certain privileges, usually in the form of publicity and entertainment opportunities, as well as the association with a prestigious event and organisation. The benefits will vary according to the size and nature of the sponsorship. A sole sponsor may enjoy the additional advantage of sole credit on publicity material. For more expensive exhibitions, several sponsors may contribute towards the costs, and benefits will be scaled according to the size of their contribution. It is important that the precise nature of the arrangement be ratified in a contract, so that it is clear how each party benefits, and what rights they have.

1 Costs

- 1.1 How much a sponsor may be asked to contribute will vary in individual cases. An institution may seek in sponsorship what it considers the exhibition is worth, rather than what it costs. Usually, however, direct costs are sought, such as transport, insurance, publicity, installation, education and fees. Overheads such as salaries and utilities are rarely included, though some institutions may need to recover overheads too, and the Royal Academy in London has pioneered “underwriting”, a form of guarantee against loss. Other costs, such as evaluation, opening events and sponsors’ catalogues, may need to be negotiated on an exhibition by exhibition basis.

2 Benefits to Sponsors

- 2.1 Sponsors are usually credited on a wide range of items associated with an exhibition. These may include the following:
 - publicity material such as posters, publicity leaflets, press advertisements, private and press view cards, TV and radio campaigns, and press releases (Press are encouraged to credit sponsors in their editorial coverage);
 - banners and hoardings announcing the exhibition both inside and outside the institution;
 - educational material related to lectures, study programmes, schools programmes, etc;
 - the exhibition catalogue and other visitor guides.
- 2.2 Entertainment facilities are generally expected by the sponsor. For most businesses, corporate entertainment is an important part of their marketing/communications strategy. A sponsor will usually be offered the opportunity to give a certain number of receptions or dinners, including private views of the exhibition, for which the sponsor is expected to bear the costs. The sponsor will also be invited to the official opening of the exhibition and, in exceptional circumstances, may be invited to co-host the reception. Such entertainment is subject to strict observance of the conditions imposed by lenders, insurance companies, and indemnity schemes, which normally exclude eating and drinking in any areas where works of art are displayed.

- 2.3 Complimentary items are usually offered, such as a certain number of free tickets, catalogues and invitations to the press and private views. Access to the exhibition by the public should not be adversely affected by privileges granted to the sponsor.

3 Restrictions

- 3.1 The involvement of the sponsor may vary from exhibition to exhibition. Generally it is expected that the sponsor will be more involved in public relations aspects than in questions of a scholarly nature. It is important to define the extent of the sponsor's involvement in a sponsorship agreement. While there may be free and open discussions with the sponsor on a wide range of topics, the following restrictions should usually apply:
- no interference with the contents, title and design of the exhibition;
 - no promotional material within the exhibition itself;
 - no major promotional display or presentation of products in the immediate vicinity of the exhibition;
 - no naming rights, and no use of the institution's name to endorse the sponsor's products;
 - no sponsorship logo or credit on the front cover of the catalogue.

4 Sponsorship Contact

- 4.1 Contacts with the sponsor may be at various levels. While initial contact is often at a very senior level involving director or chairman, detailed arrangements are usually made between the head of public affairs, head of marketing or sponsorship manager for the sponsor, and the fundraiser or sponsorship officer for the institution. Sometimes a company will employ an outside public relations firm to act on its behalf. Regular contact needs to be maintained through meetings and invitations to events, if a good relationship is to develop with possible further benefits for the institution.

LOAN OF PASTELS

Guidelines, Concise Check-list

Pastels are the most vulnerable of a category of underbound materials and the potential dangers of damage are very real. Unfixed pastels are usually too fragile to travel.

1.00 Condition

- 1.01 Is the pastel fixed?
- 1.02 If so, does it seem sufficiently stable to survive a journey if proper care is taken?
- 1.03 Is the pastel framed with a rigid support?

2.00 Environmental Conditions

- 2.01 Check that the conditions in the borrowers' galleries are reasonably stable.
- 2.02 Check that you have a recent facilities report.

3.00 Principal Dangers

- 3.01 The adhesion of pastel to its ground is very easily disturbed.
- 3.02 Vibration – any impact to the frame will transmit force to the pigment. Forced vibration and resonance of support must be minimised but cannot be eliminated.
- 3.03 Even the slightest impact can be dangerous.

4.00 Protection Needed for Loan

- 4.01 A rigid support and well designed frame fitted with glazing (see below) – a rigid support has a high natural frequency well removed from that of any packing material and vehicle vibration and will therefore not resonate.
- 4.02 Well-designed packing case with good cushioning prevents shock but not vibrations. Double-casing increases the cushion against vibration or other trauma to the case.
- 4.03 The pastel should never be placed face down, only upright or face up.

5.00 Glazing

- 5.01 Pastels must be fitted with glass – preferably low reflecting for better visibility – but laminated glass is not essential unless the work is very large, or in earthquake zones. The rigidity of the frame is the vital element.
- 5.02 Unlaminated glass, if well fitted, is unlikely to break in normal circumstances especially on small works, provided handling is of a high quality.
- 5.03 Avoid taping the glass because static electricity is created both upon the application and removal of tape.
- 5.04 Avoid acrylic, plexiglass sheets because they do not disperse static electricity which can lift the pastel.
- 5.05 Make sure there is sufficient distance between the surface of the pastel and the inner side of the glazing to avoid any problems of lifting or transfer of pigment. This may mean building up the frame.

6.00 Transport

- 6.01 Specify the type of case to be used, depending on method of transport used.
- 6.02 Insist upon careful supervision vital at all times of handling, packing and unpacking upon installation and de-installation.
- 6.03 Specify the need for an accompanying courier.
- 6.04 Specify the method of transport after consultation with the registrar and the conservator knowledgeable about the particular work.
- 6.05 Opinions still vary about the best method of transport and research still continues but hand carrying is probably the least safe option because of the very real danger of dropping or toppling.

7.00 Insurance

- 7.01 Check that insurance policy does cover pastels.

LOAN OF PANEL PAINTINGS

Guidelines, Concise Check-list

1.00 Condition

- 1.01 How thick is the panel? Panels most likely to cause problems are large thin panels of temperate hardwoods with many knots, joins or splits.
- 1.02 How large is the panel? The larger the panel, the more vulnerable it is.
- 1.03 Does it have a constraining support like a cradle? Are the cross-battens free to move? This may cause problems if placed in dramatically changing conditions. If battens slide freely, they are less likely to cause a split, but possibly more likely to facilitate cleaving or flaking paint if the moisture content of the wood changes.
- 1.04 Are there open cracks?
- 1.05 Is the grain uneven, and is the wood radial or quarter sawn? Radial and quarter sawn boards are generally more stable. Tangential cuts have a greater tendency to warp.
- 1.06 Does the panel have a history of flaking or other problems on the surface?
- 1.07 Are there recent losses?
- 1.08 Is the adhesion between ground and panel satisfactory?

2.00 Environmental Conditions in Lender's Rooms

- 2.01 What are the conditions in which the panel is normally displayed or stored?
- 2.02 Do these conditions remain stable at all times?

3.00 Borrower

- 3.01 What is known about the borrowing institution?
- 3.02 How skilled are its art handlers?
- 3.03 How important is the work in the context of the exhibition?

4.00 Environmental Conditions in Borrower's Rooms

- 4.01 Check the environmental conditions at the borrower's institution.
- 4.02 Ask for a recent facilities report with, if possible, details of the temperature and RH (relative humidity) levels for the same period of the previous year for galleries, the packing and the storage areas.

5.00 Suggested Protective Measures

- 5.01 Treat any flaws or weaknesses before loan.
- 5.02 Carefully secure the panel into a specifically designed, well-fitting frame preferably secured with corks which can absorb some energy on impact. An alternative form of padding is small blocks of compressible foam cut as wanted.
- 5.03 Ideally the panel should be placed, prior to loan, within a custom-made, sealed microclimate box which fits inside the frame. Silica gel should be included as an integral part of the sealed construction in order to guard against changes in relative humidity within the box due to temperature shifts in the external environment. Laminated glass should be used for the front of the box.
- 5.04 If a true microclimate box is not available or cannot be obtained (either due to costs or to logistical complications), fit a low moisture permeability backboard and glass (preferably laminated for safety, and low reflecting for visibility) to the frame to produce a buffered environment.

6.00 Packing Cases – Packing and Transport

- 6.01 Have a case specifically designed for the panel – which aims to keep forces less than 40 G on a metre drop or on a topple.
- 6.02 Specify 5cms of cushioning (polyester/urethan type) on all sides with an additional 5cms cushioning at the bottom – such a case will protect against all normal impacts. The cushioning will also provide a few hours of thermal insulation (see guidelines for calculations to decide on amount of cushioning – in the paper given at the “Tate conference on Art in Transit 1992”). The surface of the work should not rest on the cushion.
- 6.03 Wrap the frame in Polythene (polyethylene) and seal the package with tape before putting it in the case.
- 6.04 Specify that a courier must accompany the panel and supervise all handling.

Explanations in Summary Form

7.00 Condition

- 7.01 The condition of the work must be assessed as well as its relationship with its normal environment.
- 7.02 Consideration must be given to the likely risks that may arise through transporting the panel and displaying it in a different place.
- 7.03 The condition of a panel may not be known thoroughly but much can be learnt from experience with similar panels.
- 7.04 The type of wood, the thickness, the unevenness of the grain, the adhesion between ground and panel, the presence of auxiliary supports such as cradles, all influence the behaviour of a panel.

8.00 Environment

- 8.01 A panel that has been kept in stable conditions will have become equilibrated to them.
- 8.02 A large change in RH (relative humidity) will slowly alter the moisture content of the wood depending on its species, its thickness and any barriers to the transport of vapour – this could cause the panel to warp and the paint to crack and flake.
- 8.03 Most old panels have a long history of flaking depending on where they have been kept.
- 8.04 Panels kept in stable conditions will themselves be in better condition but are more sensitive to changes.
- 8.05 Panels kept in unstable conditions may have more losses but may also have a long history of consolidation that makes them less sensitive to change.

9.00 Protection against Changing Conditions

- 9.01 A sealed box which includes silica gel will create a true microclimate and maintain a constant level of humidity for the panel. Fitting with a backboard and glass will help create a buffer for the panel which will mean that, if kept in an unconditioned gallery, it will only experience small changes of RH and these would be gradual and slow.
- 9.02 Such framing provides sufficient protection for most panels – experience has shown that previously troublesome panels enclosed in this way require little or no treatment for many years.
- 9.03 Unprotected panels normally kept in air-conditioned galleries may be at considerable risk if the air-conditioning system fails.
- 9.04 Thick panels will not respond to rapid small changes in environmental conditions; thin ones are more susceptible.

- 9.05 The combination of frame, microclimate (i.e. sealed box or buffering) and air-conditioning gives the best possible result.

10.00 Protection in Transport

- 10.01 Wrapping in polythene and packed in a case provides a panel with a good protection against RH change – enclosure within such moisture barriers will keep the moisture content the same even if either the RH outside or the temperature changes.
- 10.02 Temperature change will result in a slightly different RH measured inside the enclosure but there will be no change in the moisture content (unless silica gel is added).
- 10.03 Transferring a microclimated panel from one museum to another need involve no more risk of RH change than leaving it at home.
- 10.04 A loan from a building with more extreme conditions than the controlled conditions of a museum may present a greater change of ambient RH but in such a case pre-conditioned silica gel or some hygroscopic material can be added to the frame to buffer any changes. A sealed environment is the vital need.
- 10.05 Care in handling is vital and a courier should accompany the loan in transit.
- 10.06 A panel should ideally travel with the grain vertical (i.e. in the direction of the greatest input) but this may not be possible with a long panel because of the instability of the case.

11.00 Potential Dangers

- 11.01 Thin, large panels of temperate hardwoods with many knots, joints and splints, perhaps with some kind of constraining support.
- 11.02 Panels made of separate pieces where grains run in different directions.
- 11.03 Panels which have been kept in stable conditions of high humidity and not moved for many years, and which are unglazed and without a backboard.
- 11.04 Unconditioned galleries in the winter.
- 11.05 Failure of air-conditioning systems.
- 11.06 Returning an unprotected panel to very different environmental conditions after a loan.
- 11.07 Bad handling.

12.00 Possible Problems after a Loan

- 12.01 Evidence of damage from RH/temperature change may be delayed, flaking could occur weeks or months later.
- 12.02 More subtle damage that does not create immediate problems is difficult to confirm (this is also true if no loan is involved).

TRANSPORTING WORKS OF ART BY AIR

Comparison of advantages and disadvantages of hand carry and cargo freight.

1 HAND CARRY

1.1 Advantages

- Shortens overall time necessary for museum to museum transfers.
- If an object is wrapped in plastic, the humidity is easily controlled – provided that the temperature is kept close to ambient conditions. By hand carrying, this is easily achieved; objects move from museum to car to airport to aircraft to airport to car to museum – all of which are temperature-controlled.
- Eliminates handling by airport cargo personnel.
- Re-usable, gasket sealing (200 series) Haliburton aluminium cases are available in various sizes and are perfect for hand carries. Inside is easily modified by cutting out foam to fit object.
- Eliminates need to construct plywood crates against fork-lift tines.
- Reduces need for thermal insulation, thus reducing overall size.

1.2 Disadvantages

- Above a certain size, hand-carries can be unwieldy for one person to carry and difficult to stow securely.
- Increased security at airports increases likelihood of case being opened and object inspected by security personnel.
- Airport personnel are increasingly reluctant to allow larger hand carries on the aircraft. Despite careful preparation and advance contact, this decision is entirely at the discretion of the flight crew.
- Cases usually have less thermal insulation because they have to be light enough to carry.
- Greater possibility of theft (statistics tell us theft is more likely than serious damage in transit).
- Small objects suffer greater accelerations when dropped/handled. Toppling is extremely likely.

2 CARGO FREIGHT

2.1 Advantages

- Cargo bays on aircraft are now kept at 50° F (because of the frequency of livestock transport).
- Pallets have plastic above and below.
- Netting tightens all crates on a pallet into a single unit, making it more stable and secure than the positioning of many hand carries.
- Once palletised and netted in the presence of a courier, it is virtually impossible that a crate be lost or stolen.

2.2 Disadvantages

- Handled by many people unfamiliar with works of art.
- Cargo terminals are unclimatised and crates usually remain there upwards of eight hours making it necessary to include thermal insulation which increases crate size, weight and cost and is still usually inadequate for times in excess of five hours.
- Usually handled by heavy equipment, thus necessitating stronger, more durable crates.

NB. Truck or lorry, when it is an option, is probably the best means of transport as it involves less handling. (Except in the case of pastels, on account of the longer exposure to vibration).

PHOTOGRAPHIC PERMISSIONS

FOR THE REPRODUCTION AND PHOTOGRAPHY OF LOANS TO EXHIBITIONS

It is in the interests of all museums and galleries which mount exhibitions to facilitate the process whereby permission is granted for the reproduction and photography of works borrowed for exhibition. As all involved in mounting exhibitions will be aware, the process of obtaining permissions and photographic material can at present be time-consuming and difficult, as most museums require detailed applications to be made to the appropriate department after agreement to lend works has been granted. Much time would be saved by organisers of exhibitions if it were possible to reach a common agreement among major museums on ways of simplifying the process of obtaining permissions and the required photographs and transparencies.

In some cases the owner of the work of art may not be the copyright holder, and permission will be required from the latter. In these cases there is probably little possibility of simplifying procedures. This paper therefore confines itself to permissions for works out of copyright, and puts forward a number of proposals for discussions in the hope that agreement might be possible.

1 Categories of Reproduction

- 1.1 In attempting to streamline and simplify the process of granting permissions, it is important to distinguish between different categories of reproduction and their purposes. Certain kinds of reproduction - such as the reproduction of exhibits in the exhibition catalogue - are an essential requirement of an exhibition and directly contribute to its scholarly purpose; others are required for educational and interpretative purposes and in order to publicise and promote the exhibition; still others serve a subordinate and often commercial function, while still perhaps serving to support the exhibition financially.
- 1.2 In seeking and granting permissions it seems right to distinguish between such categories of reproduction, and while allowing free and uninhibited reproduction for some purposes, to impose restrictions and charges with regard to others. The purpose of this paper is to try to clarify some of these distinctions and, for those categories of reproduction which directly support the exhibition, to propose ways of facilitating the granting of permission. While not necessarily covering every case, the following represent the main categories, with proposals for how they may be treated.
- 1.3 Catalogue Reproduction
In the case of most exhibitions, permission will be required to reproduce the works exhibited in the accompanying catalogue or publications, and possibly in foreign language editions. Such permission should be granted, without charge, when the loan to the exhibition is agreed. In order to simplify procedures for the organisers, it is desirable that such permission is granted on the signing of the loan agreement. It is here proposed that lenders should regard the loan agreement as a formal permit and no further application should be required. However, should the borrower wish to reproduce a loan on the cover of the catalogue, it is suggested that, as a courtesy, specific permission from the lender be requested.

- 1.4 Reproductions for Press, Publicity and Advertising
Exhibition organisers will wish to use images of works to publicise the exhibition, on posters, publicity leaflets, etc. and in media advertisements. They will also wish to provide images to the press for reproduction in reviews and articles. As with 1 above, it is proposed that such permission is granted, without charge, on the signing of the loan agreement, and that no further application should be required. However, as a courtesy to the lender, it is also suggested that the borrower should seek specific permission for the use of the lender's image in a major or highly visible way, such as on the exhibition poster, on carrier bags, etc. Such permission should not be unreasonably withheld. Publicity posters may also be offered for sale, in which case specific permission should be sought (see 1.6 below).
- 1.5 Education Programmes
Reproduction of images may be required in connection with lecture programmes and other educational events related to the exhibition and for associated publicity. Photography and filming of works, or transparencies, may also be required for educational materials, slides, films or videos produced to accompany the exhibition. Again, it is proposed that such permission is granted, without charge, on the signing of the loan agreement, and that no further application should be required.
- 1.6 Commercial Reproduction
Exhibition organisers may wish to produce for sale postcards, posters, prints, slides, etc, of exhibited works, or other merchandise incorporating images. The exhibition video may also be offered for sale. It is proposed that a separate application should be made with regard to all such commercial items. Permission should not be unreasonably withheld, and terms and fees should be agreed between the lender and the publisher.
- 1.7 Multimedia
Some exhibition organisers have begun to produce, in addition to printed catalogues, CD ROMs. They may also wish to reproduce loans on the Internet. Such digital reproduction is growing, and lenders are increasingly requested to grant permission for the digital reproduction of their works. It is proposed that low resolution 72 dpi images be included as part of the standard permission. Specific permission should be sought for reproduction at higher resolutions.

2 Photography and Filming

- 2.1 Exhibition organisers may wish to photograph and film exhibits and installations for record and educational purposes, and to allow the Press and TV to photograph and film them for publicity purposes. It is proposed that such permission is granted by the lender, without charge, on the signing of the loan agreement, provided the borrower undertakes to supervise all such photography and filming and observe the lender's conditions regarding lighting etc.

3 Provision of Photographs and Transparencies

- 3.1 Exhibition organisers will usually require both black and white photographs and colour transparencies of loans for registration purposes and for reproduction, and will order these from the lender. Charges and hire fees vary from museum to museum, and in certain circumstances may be waived

altogether. However, it is normal practice to charge for photographs and charge a hire fee for the loan of transparencies for a limited period and additional fees for the extension of the loan.

- 3.2 Since transparencies are often required for several months, throughout the production period of the catalogue and for publicity purposes, the cost to the organiser can be heavy. It is therefore proposed that, when lending to exhibitions, lenders should charge a nominal hire fee for the loan of transparencies for a period of up to one year. Black and white photographs should be provided at cost, including when necessary the cost of new photography. Whenever possible, museums should consider reciprocal arrangements whereby costs may be reduced or waived altogether.

4 Reproduction Conditions

- 4.1 The lender may impose particular conditions with regard to the reproduction and photography of their images. These conditions should, whenever possible, be provided to the borrower with the completed and signed loan agreement.
- 4.2 The borrower should use the credit line provided by the lender on any reproduction of the loan. The borrower should also endeavour to ensure that reproductions in the press are also appropriately credited.
- 4.3 Some museums and galleries impose various restrictions on the manner in which a loan is reproduced in order to protect the image from misuse, prohibiting, for example, the cropping of the image or over-printing of text. Such restrictions, however, can greatly inhibit the use of images for promotional and educational purposes. It is here proposed that, when granting reproduction permission, lenders should impose no such restrictions, but that the borrowing institution should undertake to treat images of works of art with sensitivity and respect, and should refrain from reproducing them in any way which could be regarded as a gross misinterpretation of their character. In view of the time constraints on print production, it is also proposed that lenders should refrain from asking to see proofs of reproductions for approval.

5 Loan Agreement

- 5.1 It is proposed that certain permissions relating to reproduction and photography should be granted on the signing of the loan agreement (see 1.3, 1.4, 1.5 and 2.1 above). For this purpose a statement should be included in the loan agreement on the following lines:

Unless permission is denied in writing at or prior to the date of this agreement, the lender authorises the work to be:

- a) reproduced in any exhibition related publication and any publicity, educational, audio-visual and archival material produced solely to support or record the exhibition;
- b) photographed and filmed on the borrower's premises under strict supervision solely for the purposes given in a) above.

- c) reproduced on the borrower's website at low resolution (72 dpi) solely for the purposes given in a) above.

6 Recommendations

(note: these recommendations relate only to works of art which are out of copyright).

- 6.1 Reproduction permission should be granted, without charge, on the signing of the loan agreement for the following:
 - a) The accompanying catalogue or publication (see 1.3)
 - b) Exhibition publicity material and reproduction by the Press for reviews and articles (nevertheless, permission should be sought for highly visible publicity items – e.g. the exhibition poster) (see 1.4).
 - c) Educational programmes and educational materials, slides films or videos related to the exhibition, and associated publicity (see 1.5).
 - d) Reproduction of works on a museum's website for low-resolution 72 dpi images.
- 6.2 Separate application for reproduction permission should be made for the following, and terms and fees agreed between the lender and the publisher:
 - a) Postcards, posters, prints, slides, etc. of exhibited works produced for sale, and other merchandise incorporating images (see 1.6).
 - b) Reproduction of works in CD ROMs and on the Internet (over and above low resolution 72 dpi images).
- 6.3 Permission for exhibition organisers and the Press and TV to photograph and film works for educational, publicity and record purposes should be granted, without charge, on the signing of the loan agreement (subject to the lender's conditions and proper supervision) (see 2.1).
- 6.4 Lenders should provide transparencies and digital images for up to one year for a nominal hire fee, and black and white photographs at cost price. Reciprocal arrangements, to further reduce costs, should be encouraged (see 3.2).
- 6.5 Any conditions relating to the reproduction and photography of loans should be provided by the lender with the completed loan agreement (see 4.1).
- 6.6 The borrower should use the credit line provided by the lender on any reproduction of the loan (see 4.2)
- 6.7 Lenders should refrain from imposing restrictions on the manner in which a loan is reproduced (in connection with catalogue, publicity and education uses), and from asking to see proofs of reproductions for approval. Borrowers should refrain from reproducing loans in any way that could be regarded as a gross misinterpretation of their character (see 4.3).
- 6.8 Loan agreements should include wording granting the borrower permission to reproduce, photograph and film the work in accordance with these guidelines (see 5.1).

Appendix 1

CONTRACT CHECKLIST

This checklist may be consulted when drawing up a contract between institutions for an exhibition tour.

1 Exhibition Title

- 1.1 This should be clearly stated at the beginning of the contract.

2 Contract Partners and Schedule

- 2.1 Specify parties to the agreement and give venues for the show with the dates.
- 2.2 Specify if there is to be a separate agreement between the organising institution and each individual venue or if there will be one overall contract agreed and signed by all parties.
- 2.3 Specify that the director or a senior member of staff should sign the agreement.

3 The Organisation and Selection of the Contents of the Exhibition

- 3.1 Specify the names of the selectors and of the institutions from which they come or their professional status.
- 3.2 Specify which institution will handle the initial administration, negotiating loans, collecting loan agreements, etc.
- 3.3 Specify whether the original loan request letters should be signed by the director of the organising institution or by all venues.
- 3.4 The list of works selected, or from which the selection will be made, should be attached to the contract.
- 3.5 Specify that the organising institution should make every effort to secure loans for all venues.
- 3.6 Specify that the organising institution must send copies of any lender's loan forms and any relevant correspondence to all venues.
- 3.7 Specify that any condition imposed in a letter or on the loan forms signed by the lender must be respected.
- 3.8 Specify that a full list of agreed items with details of lender's name, address and credit line, as well as dimensions of works and their values, should be available for all venues as early as possible.
- 3.9 Consider whether individual venues may either omit or add works for their particular show and, if so, make clear who handles the additional administration and who pays the additional costs.

4 Packing and Shipping

- 4.1 Specify which venue is responsible for the initial arrangements for case making, packing and shipment, lenders' couriers and customs clearances.
- 4.2 Specify which venue is responsible for each stage of the transport between venues and for the return, including lenders' couriers and customs clearances.
- 4.3 Specify that the organising institution should accept lenders' wishes for couriers for the original and final shipments but encourage them to accept transport in shared consignments with one courier.
- 4.4 Discuss whether it is agreed that the organising institution should aim to reduce to a minimum lenders' couriers between venues, making this the responsibility of the exhibition organisers.
- 4.5 Clarify which institution will provide couriers for each stage of the transport between venues.

5 Responsibility for Works, and their Care and Conservation

- 5.1 Specify that each venue must undertake to look after the works of art loaned to the exhibition with the greatest possible care during handling and installation, and that each must maintain the highest standards at all times.
- 5.2 Specify that no work of any kind can be done to any loan, except in a case of emergency, without permission from the lender, and decide whether it must be the responsibility of the institution organising the tour to contact the lender, or whether the organising institution can authorise the venue concerned to do so direct. No venue should contact a lender directly without first discussing the contact with the organising institution.
- 5.3 Specify that no work may be unframed for any purpose without permission from the organising institution and the lender. Decide whose responsibility it is to seek such permissions.
- 5.4 If new mounts or frames are made specifically for the exhibition with the lender's agreement but are not wanted by the lender, then agree to whom they should belong after the exhibition.

6 Condition Reports

- 6.1 Allocate responsibility for compiling the original report with a marked up photograph, on arrival at the first venue.
- 6.2 Clarify who has the responsibility for checking the works, at each packing and unpacking stage, and who will add any notes and sign the reports.
- 6.3 Agree who is to inform the lender of any change of condition.
- 6.4 State that any agreement to do any conservation should be confirmed in writing and a report made.
- 6.5 Make clear who will keep the reports after the close of the exhibition.

7 Environmental Conditions at Venues

- 7.1 State that Facilities Reports should be filled in by each venue and that all must be satisfied that the levels of heating, humidity, lighting and security in each venue are of an acceptable standard.

8 Insurance/Indemnity/Immunity

- 8.1 Make quite clear where the responsibility lies for the insurance/indemnity for each stage of the transport and during the display of the exhibition, and specify exactly where those responsibilities start and cease, and who should pay.
- 8.2 Specify whether insurance or indemnity is being offered.
- 8.3 Specify who applies for the commercial insurance, or for the indemnity.
- 8.4 Specify which venue will be responsible for processing any claims.
- 8.5 Emphasise the need to obey any conditions laid down by the insurance company or indemnity; i.e. the value of any one consignment in transit.
- 8.6 For institutions in the USA: if the exhibition includes works from abroad or US works going abroad and US government indemnity coverage is to be sought, specify which museum will be responsible for applying for indemnity and whether the indemnity deductible will be commercially insured.
- 8.7 For institutions in the USA: if immunity from seizure is to be sought, specify which museum will be responsible for the application.

9 Credit

- 9.1 Agree on a form of words for the title of the exhibition, the organisation and the venues.
- 9.2 Agree on where this full credit should be used.
- 9.3 Agree on an abbreviated version for other uses.

10 Photography, Filming and Reproduction

- 10.1 Decide whether black and white photographs and colour transparencies are to be obtained by the organising institution and supplied to the other venues and what arrangement should be made for payment.
- 10.2 Emphasise the need to follow the lenders' conditions given on the loan form or in a letter about photography and reproduction.
- 10.3 State that the organising institution should convey any refusals for photography, etc, to the other venues and should provide a list of works to indicate where permission is refused.
- 10.4 State that no photography or filming will be allowed by visiting public. For other requests, state that no photography or filming of any kind can be

allowed in any venue unless supervised by a responsible member of that venue.

- 10.5 Specify whether the organiser/responsible party will secure rights for all venues or if each venue will need to clear copyright where relevant.

11 Press and Promotion

- 11.1 Agree whether individual venues should act independently or whether there should be a shared press release, press kit, etc. If shared then the text must be approved by all venues. If costs are involved discuss how these should be shared.
- 11.2 Agree whether individual venues need to mention other venues in any publicity.

12 Audio -Visual and Educational Projects

- 12.1 Agree whether these are to be the responsibility of each venue or whether there should be any collaboration and if so in what way and how they should be financed.

13 Catalogue and other Publications

- 13.1 Specify which venue will publish the catalogue and decide whether a separate contract should be drawn up. Areas to be considered should include the following:
- who should publish; the number of essays; the choice of authors; the number of reproductions in colour or black and white; the nature of any other material; who should arrange and pay for translations; should there be separate language editions?
 - the director's foreword, whether jointly signed or signed by the director of the organising institution;
 - the numbers of catalogues needed so that a price can be decided; the means of transport and who should pay the shipping.
 - How many complimentary catalogues will be provided to the lenders, who will distribute them and how these will be budgeted for.

14 Posters and Brochures

- 14.1 Discuss whether these can be shared together with the costs or whether each venue would prefer to act independently using photographic material supplied by the organising institution. In this case copyright will have to be cleared by the venue.

15 Sponsorship

- 15.1 Decide on whether each institution will independently seek its own funds or whether a joint approach to companies would be better. If so decide on how to proceed.

16 Costs

- 16.1 Decide on how to organise the payment of costs and, if costs are to be shared, attach a draft shared cost budget. Reference should be made to the share of responsibilities agreed above. The arrangement for payment may take one of two forms:

- a flat fee based on a share of the estimated costs;
- a share of all the actual costs, agreed to be in the “to be shared” category.

- 16.2 Agree on all the categories of costs to be shared and the categories which fall to each venue. Ideally, shared costs will be allocated at the start in such a way as to ensure minor final reconciliation. Shared costs may include the following:

- organisation; here may be included research and travel expenses of curators and any fees to guest curators;
- lender fees; any initial conservation work agreed by all venues as necessary to make a work fit for loan;
- any mounting and framing needed for display;
- any special display cases or graphic material which will travel with the exhibition;
- transport (see para 4) to include case making, packing and shipping, and courier travel. Make clear the length of stay and per diem amount to be offered. This should be 2 nights and 3 days for most trips, 3 nights and 4 days for intercontinental, longer or more difficult trips. Exceptionally a longer stay may be needed, but this must be agreed between all venues;
- condition reports (see para 6) to include any costs involved in their preparation;
- insurance and indemnity (see para 8) to include share of premium as appropriate;
- photography for press and promotion or any other purposes (see para 10); shared press material (see para 11);
- shared educational materials (see para 12)
- catalogue and any other publication (see para 13). A share of costs (photographs, authors’ fees, production costs) unless this is to be the subject of a separate agreement. State which arrangement will obtain.

- catalogues for lenders.

16.3 Costs falling to each venue should include the following:

- all expenses of packing and unpacking on each venue's own premises, as well as installation, security, publicity and all other local costs;
- local hotel costs and per diems for lenders' couriers;
- additional days per diem allowances for a lender's courier, storage fees and any other costs arising from local delays, for instance failure of venue to be ready to receive the work and to offer acceptable conditions for unpacking and installation;
- all expenses associated with any work being shown in this venue only;
- all expenses connected with travel of staff from each institution except when acting as couriers.

16.4 If costs are to be shared, agree which institution (probably the organising institution) should administer the shared costs. Decide on whether all relevant bills be invoiced to this institution for later division or whether, if other currencies and countries are involved, each institution should pay some bills subject to reimbursement or credit against its share of the shared costs.

16.5 Decide on a date for agreeing the final division of costs and settling the bills.

17 Cancellation

17.1 Specify any permissible causes or deadlines for cancellation, such as inability to secure works or funds by a certain date or force majeure.

17.2 Where cancellation seems unavoidable specify that an urgent discussion must be arranged with the other venues to discuss the implications on the organisation and the overall costs.

17.3 Decide on the financial responsibility of the cancelling institution; what should be its share of costs incurred prior to date of cancellation, and what should be its share of other costs that only exist because of that venue's commitments?

18 Entire Agreement and Modifications

18.1 Specify that the agreement supersedes any earlier agreements or conversations, written or oral, and constitutes the entire agreement between or among the parties.

18.2 Specify that any modifications to the agreement must be in writing and signed by all parties.

19 Signature of all Parties

FACILITIES REPORT CHECKLIST

1 General and Building

General information (address, telephone, fax, contact names)

Description/characteristics of the building

Regular events in the building; where these take place (include private views, and whether smoking, eating, drinking is allowed)

Restoration or building work in progress or planned

2 Exhibition Areas

Description/characteristics of temporary exhibition areas

Description of access; how loans are received, for instance, covered or exposed loading bay, freight lift

What the limit of clearance is for cases (maximum size case that can be accommodated)

Where loans are stored/unpacked

Who handles and packs the loans

Description of hanging methods

3 Environment

Environment in exhibition, storage and unpacking areas

Climate/environment (RH temperature in winter and summer, air filtration, lighting)

Climate monitoring systems

4 Security

Description of security in building, storage and unpacking areas

Security/invigilation arrangements (twenty-four-hour, seven-days-a-week)

Mechanical and electrical security systems

Accountability (inventory, frequency of checking loans)

5 Fire/Disaster

Fire protection systems, fire-fighting systems

Disaster plan

**LIST OF PARTICIPATING INSTITUTIONS AND
INSTITUTIONS WHO HAVE ADOPTED THESE GUIDELINES**

AUSTRALIA

- National Gallery, Canberra

AUSTRIA

- Kunsthistorisches Museum, Vienna

BELGIUM

- Musées Royaux des Beaux-Arts, Brussels,
- Musées Royaux d'art et d'histoire, Brussels

CANADA

- Montreal Museum of Fine Arts, Montreal
- National Gallery, Ottawa
- Art Gallery of Ontario, Toronto

CZECH REPUBLIC

- Narodni Galerie v Praze, Praha

DENMARK

- Louisiana Museum of Modern Art, Humlebaek

FRANCE

- Direction des musées de France, Paris
- Réunion des musées nationaux, Paris
- Musée d'art moderne de la Ville de Paris
- Musée du Louvre, Paris
- Musée d'Orsay, Paris
- Musée national d'art Moderne et de culture Georges Pompidou, Paris
- Musée de Grenoble, Grenoble

- Musées de Marseille, Marseille

GERMANY

- Staatliche Museen, Berlin
- Staatliche Kunstsammlungen, Dresden
- Städtische Kunsthalle, Düsseldorf
- Hamburger Kunsthalle, Hamburg
- Bayerische Staatsgemäldesammlungen, München
- Staatsgalerie, Stuttgart

GREAT BRITAIN

- National Gallery of Scotland, Edinburgh
- British Museum, London
- Hayward Gallery, London
- National Gallery, London
- Tate Gallery, London
- Victoria and Albert Museum, London
- Royal Academy of Arts, London

IRELAND

- National Gallery of Ireland, Dublin

ISRAEL

- The Israel Museum, Jerusalem

ITALY

- Soprintendente dell'Opificio delle Pietere Dure, Firenze
- Beni Artistici e storici di Bologna, Emilia Romagna, Bologna
- Agenzia di Iniziative Culturali Emilia Romagna, Bologna
- Direttore Generale di Cultura Regione Lombardia, Milan
- Soprintendente Patrimonio Storico Artistica e Demoetnoantropologico di Milano, Milano
- Beni Artistici e storici di Napoli, Napoli
- Museo Archeologico Nazionale, Napoli
- Ministero per i Beni Archeologici, Architettonici, Artistici e Storici, Roma

- Soprintendente alla Galleria Nazionale d'Arte Moderna e Contemporanea di Roma, Roma
- Palazzo Grassi SPA, Venezia

NETHERLANDS

- Van Gogh Museum, Amsterdam
- Rijksmuseum, Amsterdam

PORTUGAL

- Instituto Portugues de Museus, Lisbon

RUSSIA

- Pushkin Museum of Fine Arts, Moscow
- Hermitage Museum, Saint-Petersburg

SPAIN

- Museo Nacional d'Art de Catalunya, Barcelona
- Museo del Prado, Madrid
- Museo Nacional Centro de Arte Reina Sofia, Madrid
- Museo Thyssen-Bornemisza, Madrid

SWEDEN

- Moderna Musset, Stockholm
- National Museum, Stockholm

SWITZERLAND

- Kunstmuseum de Basel, Basel
- Kunsthaus, Zürich

UNITED STATES

- Museum of Fine Arts, Boston
- Art Institute of Chicago, Chicago
- Cleveland Museum of Art , Cleveland
- Museum of Fine Arts, Houston
- J. Paul Getty Museum, Los Angeles

- Los Angeles Country Museum of Art, Los Angeles
- Metropolitan Museum of Art, New York
- Museum of Modern Art, New York
- Solomon R. Guggenheim Museum, New York
- Whitney Museum of American Art, New York
- Philadelphia Museum of Art, Philadelphia
- Fine Arts Museum of San Francisco, San Francisco
- National Gallery of Art, Washington