

ACTIVE COLLECTIONS AND LONG TERM LOANS

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Long-term loans introduction

Guidelines

How long-term loans differ from exhibition loans.

How to select suitable works

Lender – what works do you want to lend?

Borrower – what do you want to borrow?

Benefits to lender and borrower

Costs

Training methods

Examples

Delegates look at their own collections

Long-term Loans Contract

Contract – long term loans and exhibition loans

The agreement as a template for Collections Management practice

- how to use a model agreement

The circumstances are not always analogous. The aim is to show that the model is a draft which can be used as a basis in making a contract and needs to be dissected and developed according to the situation in question.

The right of possession

- right to make decisions about the objects on loan – to what extent will it be passed from the Lender to the Borrower
- handling and care

Insurance

- liability for damages
- liability – in case of intent or negligence
- sharing the liability: non-insurance
- the possibilities to choose : commercial insurance; state indemnity schemes
- how “from nail to nail” is understood – more detailed formulations/practices of the validity of insurance/state indemnity

Reproduction and copyright

- relationship between ownership and copyright
- the possible that IPR prevents a loan: audiovisual works of art
- obtaining permissions from the copyright holders required for use of images
- copyright to information/research provided by the Lender or the Borrower

Governing law and jurisdiction

- the importance of choosing a realistic forum for disputes
- the importance of negotiations to avoid legal proceedings, issues such as the value, possible reduction of the value of the object, costs related to the reasonable conservation of the object
- possibility of using outside experts trusted by both of parties

Immunity from seizure

- if national legislation exists – contemporary exhibitions
- long term loans – what kind of commitments are possible

Guidelines

Ownership and possession right of the object on loan. The ownership of the loaned object is not transferred but some discretion needs to be granted to the Borrower in case of long term loans. The contract should define the limits of the decision power of the owner as well as the lender.

Handling and care. The parties to the agreement have to be aware of the Borrower's facilities. The Borrower must be able to meet the facilities (such as technical equipment, temperature, humidity conditions or security conditions) according to international norms prevailing in museum the sector. If any confusion exists, the agreement should be more detailed and include approval for the Lender's requirements.

Liability. State indemnity schemes and commercial insurance. Non-insurance during the period of object's stay on the Borrower's premises is recommended, however certain liabilities must be recognized:

- intent, gross negligence
- breach of contract
- transportation and other practical situations

The coverage of state indemnity or commercial insurance.

If needed, the methods of estimating the damage in question, possible reduction in value of the object, questions of market value and agreed value of the object.

Legal risks and liability concerning long-term-loan conditions and temporary exhibitions.

Copyright. The loan may include copyrights on many levels. This concerns first of all the objects, especially the works of art themselves, but also reproductions or written material related to the objects. The basic principle of exclusive rights (copyrights) as well as limitations and exceptions related to copyright laws are to be discussed. The implementation of the Directive (2001/29/EC) is not completely analogous in member states; the differences of the limitations will be considered.

The right to use copyrighted material has to be agreed in the contract as well as the responsibility to obtain the authorization of the other copyright holders.

Contract. The common intention of the parties involved is fundamental to CM. It is also the basis of interpretation of the contract, as well as issues related for instance to sharing risks and responsibilities. It is of a great importance, however, to recognize alternative procedures in case of disagreements or conflicts.

Methods

Power point, discussion, real life examples.

Active Collections introduction

Guidelines

Policy

Examine the mission statement or make a new one. Look at museum's structure to see if it is working most creatively. Look at acquisitions and disposals policies.

Inventory

Take time to undertake a full inventory. Examine what you have that you may not be using. Use this information for publicity, research, new displays.

Stored collections

Take a new look at stored collections. What use is being made of them? Consider open storage or inviting the public in.

Outreach

Consider putting works on display/ collections based exhibitions/ touring exhibitions.
Long-term loans as a way of putting works on display. New research and publications.

Collaborations

Look at other similar collections, local area or regional networks. Pool resources and expertise. Consider partnerships with local businesses, other arts groups, universities.

Training methods

Examples of new uses of collections

Delegates look at their own collections for new ways of using them

Pair work and group work

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