Conditions of Loan for Exhibition of Library Content and Collections

This document contains the Library's general Conditions of Loan for Exhibition. Exhibition loans may be agreed with additional conditions required in some circumstances.

This document should be read in conjunction with the Library Exhibition Loans Policy.

1. General

The borrower agrees:

- 1.1 It will take all reasonable steps to keep the collection items in the same state of repair and condition as received.
- 1.2 It will not carry out any conservation, restoration, cleaning or other work on the collection items, unless directed to do so by the Library or with the Library's prior written agreement.
- 1.3 It will immediately notify the Library, using the provided contact details, by phone and in writing of any loss, theft, or damage to any collection item or their display case, enclosure, or supports.
- 1.4 It will give reasonable access by Library staff (or their named representatives) to the loan item(s) at any time during the loan period, provided reasonable notice is given.
- 1.5 It is not aware of any matter, including third party claims, which might impede the delivery of the collection item(s) to and/or the return of the collection items from the borrower's exhibition venue.
- 1.6 Where applicable, it will ensure that the collection objects qualify for immunity or exemption from seizure, under any relevant state statutes or laws providing for immunity or exemption from seizure, of any collection items of cultural significance; and that all conditions required to be met, pursuant to any such legislation for the collection items to be immune from seizure, have been or shall be met.
- 1.7 It has no reasonable cause to believe that any item included, in the exhibition in which the Library collection item(s) will be displayed, was stolen, illegally exported, or illegally imported from its country of origin as defined by legislation, including but not limited to, the UNESCO Convention on the Means of Prohibiting And Preventive the Illicit, Export and Transfer of Ownership of Cultural Property.

2. Costs covered by the Borrower

- 2.1 For all exhibition loans, the borrower agrees to pay the following costs directly with the agreed appointed agent:
- 2.1.1 Sufficient insurance (see section 3 below).
- 2.1.2 Display preparations (book cradles, custom display supports, mounting and framing of prints, etc.).
- 2.1.3 Fine Art Agent fees.
- 2.1.4 Courier costs (depending on the agreed courier arrangements, these could be to supply a book-end courier, or courier travel fares, accommodation, and subsistence for Library staff).
- 2.1.5 Bespoke packing crates built to the Library's specification, if required.
 - 2.2 If the loan is cancelled due to the failure of the borrower to comply with the Library's 'Conditions of Loan', or at the instigation of the borrower, the borrower will be liable for any cost already incurred in the preparation of the loan of the material.

3. Insurance

- 3.1 The borrower will ensure that insurance is in place on a 'values agreed', 'all-risks', 'nail to nail' cover basis from the point of collection items leaving the Library until their return to the Library.
- 3.2 The insurance valuation will be determined by the Library.
- 3.3 The Library must receive a copy of the insurance for review and approval in advance of the start of the loan.

4. Transport and Packing

- 4.1 The borrower must arrange transport, in consultation with the Library, for the loan and have the library's approval for any form of transport, or/and for the Fine Art Agent engaged.
- 4.2 In most cases a Fine Art Agent will be required to collect collection items from and return them safely to the Library. The Borrower's agent must meet and escort all shipments and couriers on arrival, at departure and during any transfer; arrange customs clearance; and must appoint an agreed agent in Ireland as soon as possible.

- 4.3 When hand-carry cases are being utilised, collection items will be packed by Library staff. Existing stock of carrycases will be used, but where the library does not have a suitable case, the supply of the new case will be paid for by the borrower.
- 4.4 For collection item(s) requiring crating or casing, these require to be constructed by a Fine Art Agent to a specification provided by the Library. The crate/case requires to be delivered to the Library for packing of the collection item(s).
- 4.5 All packing material must be retained and stored by the borrowing institution for the duration of the loan in good condition.
- 4.6 Packing material must be conditioned to the same temperature and Relative Humidity (RH) conditions as the items on display for at least 24 hours before the loan material is removed from display and placed back in the packing materials.
- 4.7 Where a hand-carry is determined to be the most appropriate method of travel for a collection item(s), a member of Library staff or an agent appointed by the Library to act as courier must remain with the case at all times. Due to this, where this involves transport by air, an extra seat for the collection item next to the courier will be required.
- 4.8 The Library recognises that Customs and Security procedures at points of entry and departure must be followed. The courier will make every effort to avoid the object being unpacked during the journey. If the case must be opened, the borrower's agent should assist and help to ensure that the opening is performed in a non-public area and unnecessary handling is minimised.

5. Couriers

- 5.1 The Library is committed to a risk based and sustainable approach to exhibition loans, and follows the international recommendations of the <u>Bizot Green Protocol September 2023</u>. In relation to couriers, it will assess and determine whether a Library courier is required and endeavour to find other mitigation solutions as set out in the Bizot Green Protocol.
- 5.2 The Library will review the collection item(s) requested assessing their value, rarity/uniqueness, fragility, and complexity of the exhibition display to determine which courier approach is appropriate for the specific loan. The reasoning for a Library courier request will be communicated and documented. Any courier will oversee condition checking the collection item(s) and installation/deinstallation at the venue.

- 5.3 Where the Library has determined that a local courier is required, the borrower will be required to pay all costs of the local courier for condition reporting and installation/deinstallation. The local courier appointed will be sourced or approved by the Library.
- 5.4 Where the Library has determined a travelling (shared or Library) courier is required, the borrower will be responsible for:
- 5.4.1 Travel fares (taxi, rail, or air using business class when accompanying collection items).
- 5.4.2 Accommodation costs and bookings (single room in a hotel near the exhibition venue).
- 5.4.3 Subsistence allowance (exact amount agreed in advance and must, at minimum, be equivalent to Trinity College Dublin's per diem rate and must be provided as soon as they arrive by Borrower or their Agent to cover meals, travels costs, and other reasonable expenses). The length of stay required for couriers will depend on location of the venue and the complexity of the installation, and if acclimatisation before installation is required.

6. Condition checking and installation/deinstallation

- 6.1 The Library will conduct a full condition assessment of the item(s) being requested for loan, prior to their transport to the display venue. This assessment will be recorded and retained on file and will be utilised to assess any change in condition of the item(s) on arrival at the exhibition venue.
- 6.2 On arrival at the venue the Borrower will be asked to sign a receipt for the loan.
- 6.3 If the collection item(s) are not being installed immediately, they should remain packed and be placed in a secure location. This space should have similar environmental conditions to the display location to allow for acclimatisation.
- 6.4 Condition checking and installation may not take place while areas of the exhibition are undergoing construction.
- 6.5 There must have been a minimum of 72 hours since any painting varnishing or glueing was undertaken in the exhibition area prior to installation, to ensure that collection objects are not affected by potentially damaging off-gassing of materials.
- 6.6 At the point of installation, the Borrower will, with the Library courier or agent, check the condition of each collection item against a condition report provided by the Library, noting any changes observed on the condition report. If change is noted and there is no courier present, this must be immediately reported to the

Library along with photographic or video evidence.

- 6.7 Once the collection item(s) are secured inside a display case or under a secured hood, the display case or hood should not be opened again for the duration of the loan unless agreed with the Library in advance or in case of emergency (any scenario that may put the collection item(s) at risk) to protect the items from damage / further damage.
- 6.8 Collection item(s) must be deinstalled, condition checked and packed by the Library courier, their agent or as agreed in advance with the Library. This condition assessment will be recorded and retained on file and will be used to assess any change in condition of the item(s) on arrival back at the Library.

7. Display and case design

- 7.1 The borrower must provide display and case design information as part of the exhibition application form and on the completed facilities report. The Library may request detailed construction drawings of proposed display cases.
- 7.2 If a collection item is framed it must be screwed to the wall using security screws and a minimum of three mirror plates. Other hanging methods may be suitable but must be discussed with and agreed by the Library in advance of the loan. The wall or panel to which the framed items are attached should be a minimum of two centimetres thick and the structure must be stable. Frames for exhibition are custom-made to the Borrower's design and the Library's specification.
- 7.3 If the collection item(s) are to be displayed in a case, the case must be secure and stable. Collection items must be protected from knocks and vibrations. Access to the case must be controlled by means of locks or panels fixed with security screws which are glued into position once installation has taken place.
- 7.4 For high value items, locks and case alarms which respond to vibration and interference will be required.
- 7.5 Any glass used in the display case must be a minimum of 7.5mm thick laminated glass, but where the collection item is of high monetary or rarity value, the case must be made of laminated glass at least 11.5mm thick. Acrylic display cases may be acceptable, depending on the collection items loaned, and are only acceptable with prior agreement of the Library.
- 7.6 All materials used to make the display case must be completely inert, preferably metal or glass. No compound wood materials should be used, although zero-formaldehyde Medium Density FibreBoard (ZMDF) is acceptable if encapsulated with a metal barrier film (MarvelSeal) or aqueous based sealing product

(Dacylate).

- 7.7 Any internal linings or paint finishes on the display case must be museum quality and have passed an Oddy Test and be fixed with staples, not adhesive. Any paintwork, varnishing or aqueous sealing to the interior of the case must be completed at least three weeks prior to installation.
- 7.8 When borrowing an item in book form, the Borrower must indicate how they would like it displayed. A specific page opening should be indicated, or a selection of possible openings suggested. Decisions on appropriate openings will be based on the condition of the item.
- 7.9 The Library will provide a display cradle, the cost of which will be borne by the Borrower. The cradle will be constructed using acrylic or museum board. Any materials outside of standard will be considered if they have passed the Oddy test but must be approved by the Library in advance.
- 8. Environmental Conditions Risks, Hazards, Relative Humidity, Temperature, Light Levels, and Food and Drink
 - 8.1 The borrower undertakes to maintain constant and adequate protection of the collection item(s) from the hazards of fire and flood, insect attack and pollution.
 - 8.2 All material on loan from the Library must be provided with a stable environment.
- 8.2.1 Unless otherwise stated, this will be a temperature in the range of 16-25°C and relative humidity in the range of 40-60% with fluctuations of no more than +/- 10% in 24 hours (Bizot Green Protocol).
- 8.2.2 All humidity and heating controls must operate 24 hours a day during the period of the loan.
- 8.2.3 Sensitive materials will require stricter environmental control. If the collection item(s) requested for loan require stricter conditions, this will be communicated to the Borrower and detailed in the loan agreement.
 - 8.3 Lighting must be controllable, with lights turned off during non-public hours.
 - 8.4 Sunlight must not be permitted to shine directly onto collection items. Exact light levels (lux) permitted will be agreed with the Borrower, following review by the Library's conservation team, and will be based on the light sensitivity of the collection item(s) being displayed, the agreed display period, and the display history of the collection item(s).

- 8.5 UV exposure should be less than 10 microwatts/lumen. Any daylight sources or fluorescent light sources should be fitted with UV filters. If this is not possible frames or cases must be made with UV filtering glass or acrylic.
- 8.6 Smoking or vaping must not be permitted near loaned Library collection item(s).
- 8.7 Eating or drinking must not be permitted in the exhibition space where the collection item(s) are to be displayed.
- 8.8 The Library must receive a completed Facilities Report from the Borrower in advance of the start of the loan, and the Library may seek clarification on details contained within this Report before agreeing to any loan.

9. Security and safety of collection items

- 9.1 For the exhibition of Library collection items, it is a requirement that trained security guards, who are paid employees, must be in constant attendance at all times when the exhibition is open to the public and during installation/deinstallation.
- 9.2 During installation and deinstallation, only those individuals directly involved in the preparation of the exhibition should be admitted into the exhibition space and preparation area.
- 9.3 Any damage or loss to the collection item(s), regardless of who is responsible, is to be immediately reported to the Library loan contact. A phone report must be made immediately.
- 9.4 In the event of damage or loss, the Borrower must ensure that a written report, condition report, and photographs documenting the damage / loss are received by the Library loan contact within 48 hours. The Borrower will cover the necessary cost of inspection by Library staff or the removal of the work from the exhibition.
- 9.5 The cost of conservation work undertaken as a result of any damage will be borne by the Borrower, as would any resulting depreciation in item value.
- 9.6 Any theft or breach of security in the exhibition should be reported to the Library, even if Library collection items are not directly affected.

10. Provision of catalogues

10.1 The Borrower must provide the Library with a minimum of two copies of any publication, catalogue, brochure or hand list produced for the exhibition.

11. Acknowledgements

- 11.1 The loan of Library collection item(s) must be acknowledged on exhibition labels and in the catalogue or other publications as 'By permission of The Board of Trinity College Dublin'.
- 11.2 Library collection item reference numbers should be included in display labels and in any publications including the items.

12. Termination

- 12.1 Termination of a loan must be made in writing, at least three months in advance of the intended display period, to the Librarian & College Archivist of Trinity College Dublin
- 12.2 Even if a loan has been terminated early for valid reasons, the Borrower will be liable for any expenses already incurred.

13. Photography and Reproduction

- 13.1 Collection item(s) must not be photographed, filmed, televised or reproduced without the consent of the Library. General views of an exhibition including Library collection items are permitted for press and publicity purposes.
- 13.2 Digital images of loan collection items must be arranged as part of the loans process.
- 13.3 Copyright will be agreed with the Library in advance of the exhibition and detailed in the Loan Agreement.

14. Return of loaned items

- 14.1 In advance of the end of the loan period, the Borrower will contact the Library to make arrangements for the return of collection items, with sufficient notice to much such arrangements.
- 14.2 At the end of the loan period the Borrower will return the material to the Library, or another location as advised by the Library in writing, prior to termination of the loan.
- 14.3 In the event of termination of loan, the Borrower will return the material to the Library, or another location as advised by the Library in writing.