**Research Loans: Terms and Conditions**

**Introduction**

1. The Powell-Cotton Museum (‘the Museum’) welcomes requests for loans of material for the purpose of research. However, loans involve risks to objects. In most cases, researchers should visit the Museum to gather their data on-site. Where this is not practical, particularly where the protocol requires a technique not possible at the Museum (such as CT scanning), the Museum will consider research loans.

2. Each loan request will be evaluated on its individual merits to ensure that it complies with the conditions as outlined below and supports the Museum’s own priorities and aims. The Museum must also determine if it has the resources available to prepare the loan.

3. All material in the Museum’s collections is potentially available for research loans. However, some types of material are unlikely to be considered appropriate for research loans, including type specimens from the Natural History Collection, items at risk due to fragility or high value, or items unique to the Museum that could not be replaced if damaged or lost.

4. Loans for research will only be agreed if the researcher is affiliated with or has secured access to the use of an approved institution and the appropriate agreed security and storage.

**Application procedure**

5. This section briefly outlines the procedure to be followed for applications to borrow Museum items for research purposes. See the Terms and Conditions below for further details.

6. All requests for loans of Museum items for research purposes should be addressed to the Head of Collections and Engagement and submitted in writing, either hard copy or by email (collections@powell-cottonmuseum.org). A Research Request Form (provided by the Museum) must be submitted in the first instance.

The Research Request Form should include:

1. the names of the researcher(s) involved and a brief CV for each if requested
2. a brief outline of the project, including:
	* a justification of the use of material requested
	* proposed protocols
	* timeframe
	* expected outcomes, including plans for disseminating the results
3. details of the laboratory where the material is to be analysed

7. For students, a written letter is required from your supervisor/personal tutor and/or university on headed paper. This will confirm your student status and act as a recommendation of your ability to work safely with the material requested.

8. If you are borrowing the items for analysis at an institution to which you are not affiliated (e.g. using the facilities at the Cambridge Biotomography Centre), we will require a letter from the host institution confirming that bench space has been booked.

9. Requests for research loans must be received a minimum of four weeks from the UK, Channel Islands and the Isle of Man, six months in Europe and 12 months for International, in advance of the date the Items(s) are to be collected / shipped.

10. If the loan request is approved, the appropriate curator will decide, in consultation with the Borrower, which items may be used. The dates for the loan and method of transport of items will also be agreed. A Research Loan Agreement will then be prepared, which will be signed by the Borrower and a representative of the Museum.

11. The Museum will provide the Borrower with an insurance valuation for the agreed material to be loaned. The Borrower will be responsible for insuring all items against all risks while they are on loan, including while in transport, and will be required to provide proof of cover prior to transport of the item(s). Costs for this coverage will be borne by the Borrower.

12. Loaned items can be transported in one of the following ways, subject to approval by the Museum’s Head of Collections and Engagement:

1. by the vehicle of a shipping company contracted by the Borrower, at their cost
2. in the Borrower’s own vehicle, or
3. couriered by PCM staff in a Museum vehicle. If items are to be couriered by Museum staff, the Borrower will bear the cost of this.

13. All items must be returned so as to reach the Museum not later than the date specified on the loan agreement, unless an extension has been granted. Loans should be returned at the earliest possible opportunity.

**Terms and Conditions**

14.Items from the Museum collections are available for loan for study subject to certain conditions. The preparation, despatch and re-incorporation of loaned material make heavy demands on staff time and other Museum resources, and Borrowers are asked to bear this in mind by requesting only those items that are essential to their research.

15. Researchers are encouraged to visit the Museum to make an assessment of our holdings before making a loan request. For short visits of a few hours, bench fees will not be charged. If you will need to use our facilities for a day or more to choose and analyse items prior to the loan period, bench fees will be charged at our usual rates.

16. Researchers should contact the Museum before they embark on a major project which will rely on the Museum’s collections for its success.

17. The Museum reserves the right to refuse to lend material but does aim to provide an acceptable response to all reasonable requests for loans.

18. Loans of CITES-listed material may only be made to CITES registered scientific institutions.

19. Loans for exhibition or commercial purposes are subject to different regulations. See Loan Terms and Conditions.

**Approved Borrowers**

20. Loans for research will only be agreed if the researcher is affiliated with or has secured access to the use of an approved institution and the appropriate agreed security and storage.

21. Loans are normally made only to staff or bona fide associates of recognised institutions. Each loan is the joint responsibility of the individual Borrower and their institution.

23. Loans for students will be made to their supervisor, who will be held responsible for the material.

24. Only in exceptional circumstances will loans be made to individuals at private addresses, and then only under stringent additional terms and conditions.

25. Requests for loans must include a justification for the use of the requested material, and a brief outline of the study plan.

26. For each loan request, Borrowers must:

1. complete a Research Request Form
2. describe their position and experience of collections-based research. (Students should include a letter of support from their supervisor.)

27. Material on loan must not be removed or transferred from the institution to which it is loaned, or passed to another individual, without first consulting the Head of Collections and Engagement at the Museum, who will advise on the proper procedure.

28. If the Borrower temporarily leaves their institution for more than four weeks (e.g. on sabbatical, extended fieldwork etc.), then proper arrangements for the care of the loan material during their period of absence must be made. The Museum must be consulted in the first instance.

29. When items from the Museum collections are on loan, this will not preclude the Museum from carrying out any research work; providing advice or information on any subject relating to those items to any other person or organisation; nor prevent the Museum from exploiting any of those items or expertise related to those items, as it sees fit, provided the execution of the loan is not affected by the carrying out of such research work or exploitation.

**Material available for loan**

30. All material in the Museum collections is potentially available for research loans, subject to applicants complying with all Terms and Conditions that the Museum may impose. However, the following types of material are unlikely to be considered appropriate for research loans:

1. Type specimens from the Natural History Collections.
2. Items that may be at risk of not being returned due to political or social activities in the borrower’s country.
3. Items that may be at risk due to their high value or high black-market value.
4. Items considered too fragile to travel.
5. Item/s that are unique within the Powell-Cotton Museum collection and could not be replaced if lost or damaged.

31. In the rare instance that a type specimen will be loaned, the loan length will be for a maximum of six months only.

32. Loans of non-type material are grouped as follows:

1. **Group 1**: Specimens or objects regularly used by research visitors in-house or regularly requested for loan. Material on display or marked for display use in the next two years.
2. **Group 2**: Specimens or objects that are not regularly used by research visitors in-house or regularly requested for loan. Material not planned for use in display.

33. There is no fixed loan period for Group 1 material. A decision to loan this material will be made on a case-by-case basis, in part determined by the research programme already in place during the time the loan has been requested. However, such loans will normally be for no more than three months.

34. Group 2 material can be loaned for up to one year, but this may be extended on request annually for up to a maximum of five years. Such a request must be made at least two months before the due date. The loan must be returned by the date specified on the loan form or letter / email confirming the extension.

35. If the approved borrower wishes to retain the loan beyond the maximum loan period specified above then the loan must either be returned to the Museum for inspection by Museum staff, or their approved agent(s) may inspect the material at the Borrower’s host institution. In all cases, a justification of the reason for extension of the loan must be made and the decision rests with the Head of Collections and Engagement.

36. Delicate or rare items will only be lent at the Head of Collections and Engagement’s discretion. Items that require specific handling instructions will have these instructions detailed in the loan agreement.

37. Some limits on loans are inevitable because of the volume of demand. Priority is given to loans for taxonomic studies, particularly those which will aid development of the Museum’s collections. However, our other curatorial activities must be balanced against requests from outside.

38. It should be noted that only an agreed proportion of the Museum’s holdings of a species would normally be sent on loan at any one time.

**Authorisation and loan agreement**

39. The signatory to a Powell-Cotton Museum Research Loan Agreement will be either the Head of Collections and Engagement or Curator of Natural History. In the absence of either, the Agreement may be signed by the Director or, with prior approval, the Collections Assistant.

40. The loan receipt must be signed and returned immediately by the Borrower on receipt of the items; this demonstrates safe arrival of the material and will be taken as your further agreement to be bound by these Terms and Conditions.

**Cost**

41. If the Borrower intends to spend time at the Museum site choosing or studying specimens prior to the loan, they will be charged bench fees at the rates detailed on the Research Request Form.

42. The Museum does not charge a loan fee, but will require the Borrower to bear the costs of the loan as detailed below:

43. Unless a specific agreement has been made for an individual loan, the Borrower will bear all direct costs of borrowing including transport, photography, conservation, insurance, and regular inspection of the loaned Item(s). In addition, any costs arising from an insurable incident may be borne by the Borrower. This may include travel, legal fees or consultants’ fees. In the case of any emergency interventive work, the Borrower may need to cover all associated costs. This may include travel and conservation consultants’ fees.

44. The Borrower will be required to cover the costs of staff time in preparing and administrating the loan (this includes preparing items for transport, preparing paperwork, performing condition checks, etc.). Administration fees will be charged as below:

* 1-15 specimens: £60 (£50 plus VAT)
* 16-30 specimens: £90 (£75 plus VAT)
* 30+ specimens: £120 (£100 plus VAT) PER DAY of administrative work.

45. Transport should be arranged by the Borrower. If transport is to be arranged by the Museum, the Borrower will bear the cost of this and there will be an additional administration charge to cover the staff time in making arrangements.

46. The Museum will advise the Borrower of any indirect costs to be covered at the time the loan is approved.

47. For any item or group of items which present certain risks associated with the loan, the Museum may wish to send a courier who will be responsible for supervising handling during study. The courier, as the Museum’s official representative, has the right to withdraw permission to use an Item where the stipulated requirements have not been met. All courier costs including travel and subsistence will be borne by the Borrower.

48. The Museum will work with the Borrower to ensure costs are kept at a minimum for all parties.

**Insurance**

49. The Borrower will be responsible for insuring all the Items against all risks while they are on loan, including while in transport, and will be required to provide proof of cover prior to transport of the Item(s). Costs for this coverage will be borne by the Borrower.

**Packaging, transport, and return of loaned material**

50. Items should be returned as they are sent, that is, in the same boxes. All boxes within a parcel should be held together by tape (or a strong elastic band), so that none of them can be overlooked amongst the shock-absorbing packing material.

51. Starch-based packing chips must never be used when packing PCM material as they are known to be a pest hazard.

52. The Borrower should notify the Head of Collections (preferably by email) that loan material has been despatched for return.

53. The Borrower is responsible for a loaned Item(s) at the point at which its staff or agents start to handle the Item(s). This point of responsibility will begin when one of the following occurs:

a. The Item(s) has been loaded onto a vehicle of a shipping company

contracted by the Borrower; or

b. The Item(s) arrives at the Borrower’s premises having been moved

by the Museum’s vehicle; or

c. The Item(s) has been load onto the Borrower’s vehicle.

54. At the time the Borrower’s responsibility begins, the Borrower or the Borrower’s contracted shipper must sign the Museum’s Loans Out receipt.

55. The Borrower’s responsibility will cease when either one of the following occurs:

a. the Item(s) is condition checked by the Museum and loaded onto the

Museum’s vehicle for return; or

b. the Item(s) arrives at the Museum on either the Borrower’s vehicle or the

vehicle of the shipping company contracted by the Borrower and condition

checked by the Museum; or

c. the Museum has signed its own Loans Out Return Receipt.

**Care and monitoring**

56. All items must be treated with care and stored in suitable environmental conditions when not in use. Stringent measures must be taken to prevent infestation by insect or other pests. Fluid-preserved specimens must be maintained in the same medium and not allowed to dry out. Items should be stored in total darkness, and stored and examined in an area where smoking, food and drink are excluded.

57. All material for loan will be condition-checked prior to transport at the Museum’s premises by the Museum’s qualified member of staff. A condition report will be produced and must be signed by a representative of the Museum and the Borrower to indicate that the condition report is accepted as accurate by both parties.

58. All loans will be condition-checked upon return to the Museum at the end of the loan period, and at appropriate intervals during the loan period as requested by the Museum. Records of any condition checks carried out by the Borrower will be sent to the Museum and kept in the loan file.

59. The institution in which the loaned items (and material associated with the loan, e.g. packaging, documentation etc.) are to be housed and used must in all respects be safe and secure. Any specific conditions relating to the loaned items will be detailed on the Research Loan Agreement.

1. The proposed handling and movement methods will be discussed and agreed prior to the loan going out, and any special requirements will be specified in the Research Loan Agreement
2. Should the Museum require it, the borrower must constantly monitor and record the environmental conditions within the storage area containing Museum items throughout the entire loan term
3. If for any reason the housing, security, environmental conditions, etc. specified by the Museum cannot be maintained, the Museum must be consulted immediately as to the best course of action
4. The Museum understands that most institutions will apply some form of pest management quarantine to the loan as it enters their institution. The Museum will therefore inform the borrower of any loan that cannot be subjected to normal pest management quarantine treatments.

60. If the Item(s) is damaged during the period of the loan, the Borrower will inform the Museum immediately and proceed to complete an Incident Report Form within seven days of the incident. An Incident Report Form will be provided to the Borrower by the Museum.

61. If there is a loss of the Item(s) e.g. theft, the Museum will be informed immediately.

62. The borrower may take immediate action and move the items to a different location (i.e. not the agreed borrowing institution) if the items are in immediate danger and if:

1. removal is necessary to prevent further damage
2. removal is to a safe place

63. No conservation treatment is to be attempted on damaged borrowed items without prior sanction in writing from the Museum.

64. The Museum will be allowed reasonable access to the loaned Item(s) during the loan period at a mutually convenient time arranged.

**Destructive and invasive processes or sampling**

65. Destructive or invasive sampling of loaned material is not permitted. This includes, but is not limited to:

1. Removal of any part of the object or specimen, including tissue samples
2. Sectioning of an object or specimen in the form of a polished surface or thin section
3. Dissection of the specimen
4. Preparation of moulds and casts in any material
5. Sampling for chemical or DNA analysis

66 .Destructive sampling requests for the purposes of chemical or DNA analysis are welcomed and should follow the procedure set out in the Museum’s Destructive Sampling Policy. All sampling will be performed at the Museum site, either by researchers or Museum staff.

67. Physical treatments are not to be carried out on loaned items without prior written permission from the Head of Collections and Engagement. Such treatments may include but are not limited to the following:

1. Removal or application of any adhesives and consolidants
2. Staining or coating of an object or specimen for photography, scanning electron microscopy or other purposes
3. Removing labels from the loaned items
4. Other conservation, interventive or remedial work

68. The borrowing institution undertakes to ensure that no copies, casts or moulds will be made of the loaned items, directly or indirectly, by electronic means or otherwise, without the prior written consent of the Museum.

69. Any parts removed from an object or specimen, or any preparation made from them, must be fully documented and must be returned at the same time as the rest of the loan.

70. All labels must be kept with the items and returned with them.

**Re-identifications and type specimens**

71. Any natural history specimens identified as nomenclatural types (e.g. holotype, paratype, syntype, neotype) from loaned material must be clearly labelled as such, and the Museum must be notified.

72. Any items that are re-identified (including taxonomic determinations) must also be clearly labelled as such, and the changes communicated to the Museum.

**Copyright and Credit**

73. The Borrower and borrowing institution must ensure that throughout the loan no photography, copies, or recording (in any medium) of the loaned items is permitted, except for the sole purpose of assisting research/study of the loaned items or the publication of the research. If photographs are produced for these reasons, where requested by the Museum, copies of all images, transparencies, digital files etc. are to be returned to the Museum with the loaned items at the end of the loan term.

74. If the Borrower or borrowing institution wishes to use the loaned items for any commercial purpose, merchandising activity or promotion of the research within the media (including photography) they must request prior written consent from the Museum, for which a fee or royalty may be charged.

75. Borrowers must notify the Museum of publications arising from loaned items and may be asked to provide copies of the title page, relevant text and figures (one of which must be original). If any loaned items are cited or figured in any publication they must carry an appropriate reference, which should comprise the appropriate institution acronym (i.e. PCM) and then the full accession number (e.g. PCM NH.MER32.781).

**Termination**

76. The Museum or the Borrower may terminate the research loan with a minimum of 14 days’ notice in writing.

77. In the event the Borrower does not comply with the terms and conditions of the loan, the loan may be terminated immediately.

78. Any item(s) borrowed from the Museum will not be lent to a third party without prior consent from the Museum.

79. In the event of any dispute or difference between the Borrower and the Museum, both parties will attempt to resolve such dispute or difference without recourse to a third party. Should it prove impossible to resolve such dispute to the satisfaction of both parties, the dispute shall be referred to and determined by a sole arbitrator, appointed by agreement between the Borrower and the Museum.

**Failure to comply with Terms and Conditions**

80.If the Museum becomes aware that the Borrower has failed to comply with any Terms and Conditions placed on the loan, the Museum shall contact the Borrower in writing and request that the situation is rectified immediately. This includes, but is not limited to, the following:

1. Neglect of paperwork (notably, not acknowledging receipt of a loan or neglecting to apply for an extension)
2. Destructive or invasive sampling/treatment of specimens without permission
3. Unresponsive to letters or emails and/or refusal to return specimens
4. Damage to items, through neglect or through careless or unskilled handling
5. Transfer of items to another address or to a third party without permission
6. Return of items inadequately packed/insured/by wrong method (whether or not this results in loss of, or damage to, the items).

81. If the Borrower fails to respond to the Museum’s written request, the Museum shall be entitled to terminate the loan and recover the loaned items immediately.

82. Failure to comply with these conditions may result in the following penalties:

1. The Borrower will not be approved for future loans for a period of no less than ten years from the date their loan approval was revoked
2. All other loans, of any category, to the borrowing institution or any members of its staff may also be terminated and recovered
3. All future applications from the borrowing institution or members of its staff, for any category of loan, may be refused for a period of no less than three years from the date of the research loan termination.