

Natural History Museum Collections Access and Information Policy.

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This policy applies to all Museum employees, contractors, Associates, affiliated students and volunteers. Sections of this policy also apply to formal visitors and users of the collections, particularly in respect to Object Entry, Collections Access, Due Diligence, Research and Exhibition Loans.

This policy was approved by the Board of Trustees on 25 February 2019 and shall remain in place until a revision is issued by the Museum Registrar.

1. Overview of Policy

- (a) This Policy guides the management, security and access (both physical and virtual) to the Museum's collections and the information associated with them ensuring that their use is consistent with the mission of the Museum and with professional standards. Through this policy the Museum ensures that:
- the collection is documented to minimum professional standards and that plans are in place to progress towards that aim
 - inventory control is in place to manage the information associated with items or groups of items and ensures we fulfil our obligations with regard to documentation, tracking and care
 - access to Collections information is permitted and appropriately regulated
 - collections information is protected, secure, cared for and preserved
 - collections, the information associated with them and the policies in place to manage them are verified and audited both internally and externally
 - access to the Museum's collection and the collections of other museums, galleries, heritage organisations and private individuals provided through loans are managed and documented appropriately
 - physical access to the Collection by visitors and students is provided in a way that facilitates research whilst ensuring the security of collections items.
- (b) The Collections Access and Information Policy interfaces with a number of policies in particular
- Natural History Museum Intellectual Property Policy, 2017
 - Natural History Museum Freedom of Information Policy, 2016
 - Natural History Museum Data Protection Policy, 2018
 - Natural History Museum IT Security Policy, 2017
 - Natural History Museum Security Policy 2018

2. Object Entry

- (a) Objects enter the Museum for a variety of reasons:
- Items brought in as part of an enquiry;
 - Items brought in as part of consultancy work;
 - Fieldwork material;
 - An item for sale to the Museum;
 - Rescued or orphaned collections;
 - Items confiscated by UK law enforcement agencies as part of a current investigation and requiring safe, specialist storage or expert investigation by Museum staff;¹
 - Items entering for either temporary or permanent exhibition;
 - Incoming research loans;
 - Unsolicited donations;
 - Items being considered for acquisition including as part of exchange and gift programmes.
- If any of these items subsequently become a new acquisition the Collections Development Policy applies.
- (b) The Museum only accepts items for entry through trained designated staff, if no trained designated member of staff is available the item cannot be accepted. Items are only accepted subject to agreement of the Museum's terms &

¹ The items shall remain in the Museum until they are required to be returned to the law enforcement agencies or a UK court of law. If the UK court of law concludes the case and decides that the items may remain in the Museum, and if the Museum wishes to keep the items, Section 3-7 of the Collections Development Policy applies.

conditions by the depositor. Unless otherwise agreed the Museum accepts no liability for any item deposited.

- (c) The Museum will not accept on deposit any item that poses a risk to staff or the public.
- (d) All items deposited must comply with the Museum's Pest Management (IPM) approach, the depositor of the items will be informed regarding any treatment of their items.
- (e) Depositors lending items to the Museum for exhibition or using the Museum's identification or commercial services will be provided with a receipt and proof of deposit, depositors sending unsolicited items to the Museum will not be provided with a receipt.
- (f) Any item entering and accepted by the Museum will be held securely and its location tracked at all times.
- (g) All items entering the Museum must be recorded in the relevant Collections Management System
- (h) Opinions on items submitted to the Museum for examination shall only be given to the owner of an item or to a duly appointed representative of the owner. Neither the Museum nor its officers or employees will accept any responsibility whatsoever for any consequences that may arise from an opinion expressed on items submitted for examination.
- (i) The Museum does not provide opinions on individual items that potentially relate to ivory from either elephants or mammoths, rhino horn (or the items that can be substituted for rhino horn or ivory) or certain other items from endangered species, for example big cat teeth, walrus, narwhal and Helmeted Hornbill (*Rhinoplax vivid*). The only exception to this is when opinions or authentication of items are for the purposes of law enforcement. The Museum regularly reviews its position on this subject and may add or remove items from this list.

3. Cataloguing & Documentation

- (a) The Museum Collection comprises botanical, entomological, mineralogical, palaeontological, zoological as well as library and archival material. It includes physical items and digital items. Managing the information about these collections, associated Data Protection, Intellectual Property Rights and other associated rights, permits and agreements is critical in the use of and access to the collection.
- (b) The Collection Management System and Library and Archive Management Systems are the primary tools for creating and managing collections information. These represent trusted centralised domains for intelligence about the collections; the purpose of these systems is to manage the collections enabling the Museum to account for and provide access to all items for which it is legally responsible, including collections owned by the Museum and items on loan to the Museum. It also facilitates compliance with relevant national and international regulations, conventions and standards which enable us to monitor and implement legally binding agreements and allows us to maximize the usefulness and accessibility of the collection.
- (c) All items entering or leaving the Museum or which are audited or form part of a documentation, digitisation or collections management project must have the minimum levels of data recorded in the Collections Management System or Library & Archive Management systems, creating an inventory of items within the Museum's care.
- (d) The minimum data for the Museum's Archives are compliant with the following external Archive and Manuscript Collection Standards
 - ISAD(G): General International Standard Archival Description, 2nd Ed 2000
 - *NCA rules for the Construction of Personal, Place & Corporate Names* (1997)

- ISAAR(CPF): International Standard Archival Authority Record for Corporate Bodies, Persons and Families, (2004) (for name authority records)
 - UKAT thesaurus (for geographic terms)
 - Getty Thesaurus of Geographic Names (for geographic terms)
 - Archives Management Documentation Standards
- (e) Data standards for Earth and Life sciences collections are compliant where possible with SPECTRUM 5.0² and with internal documentation standards defined by the Museum appropriate to the collections transaction.
- (f) Library resources are catalogued to the published and local standards listed in Appendix D of the Introduction and Governance of the Natural History Museum Collections.
- (g) Each item or group of items must be labelled with the item number or a unique, persistent identifier.
- (h) Inventory records must be updated when any collection management transaction is undertaken or an item is moved.

4. Retrospective Documentation

- (a) The Museum is committed to good practice and uses a range of documentation standards that are determined by historical and present priorities. Our collections are documented to meet one of these standards and the Museum has a number of programmes and processes in place to retrospectively enhance records based on what the collection is needed for.
- (b) By undertaking retrospective documentation the Museum can:
- Improve our accountability to the Government and the public and help us to comply with our statutory duties and public task (e.g. under the Public Records Act, Freedom of Information Act, Environmental Information Regulations and Data Protection legislation).
 - Ensure the Museum meets the standards set in the Accreditation Scheme for Museums in the UK³, e.g. the minimum standards for documentation.
 - Allow better collections management, e.g. it helps prove legal ownership of the collection, enables the swift location of items, allows easier loan transactions, etc.
 - Enhance collections access and improve the support of research, e.g. through the digitisation and documentation of scientifically important specimens.
 - Improve our service to the public in answering enquiries.
 - Improve our service to the public in helping to prepare exhibitions, e.g. documentation of items with potential for public exhibition or education, iconic items, illuminating the existing Museum collections.

5. Valuation

- (a) Items within the Museum are not assets that can be freely traded and therefore any prescribed valuation is only created for, or directly related to, the purpose of collection management activities or financial reporting requirements. The Museum values items taking into account the financial, scientific and/or reputational value of the items and only values items held in its collections in order to:

² <https://collectionstrust.org.uk/spectrum/spectrum-5/>

³ <https://www.artscouncil.org.uk/supporting-arts-museums-and-libraries/museums-accreditation-scheme>

- comply, as directed by Trustees, with Financial Reporting Standard 30 (FRS30), the UK Treasury accounting standard for cultural heritage collections at the point of acquisition; all new Acquisitions must be valued to comply with this requirement;
 - comply with the requirements of the Irrevocable Undertaking for national museums issued by the Secretary of State for the Department of Digital, Culture, Media & Sport;
 - act as expert advisers to DCMS;
 - insure or indemnify items going on exhibition loan;
 - insure or indemnify items going on non-exhibition loans as needed;
 - to verify a valuation provided by a lender as required by Government Indemnity;
 - manage the risk to and care of items of significant value including appropriate security.
- (b) Outside these parameters valuations will only be undertaken when required by the Director of Science or the Registrar.
- (c) The Museum will not normally carry out valuations for commercial organisations, the public or for any third party unless performed as part of a commercial consultancy.
- (d) In all cases, the insurance value for an outgoing loan of a Museum collection item is obtained by the Museum. In exceptional cases the Museum may seek the input of an external adviser, the Museum reserves the right to recoup any expenses incurred in obtaining such advice.
- (e) For all incoming loans requiring indemnity through the Government Indemnity Scheme, the Museum requires the owners of the items to provide a valuation of their items, in writing, a minimum of a month before the item arrives at the Museum.
- (f) For incoming loans, if no valuation is provided by the lender, after the Museum has requested it, then the Museum will assume the value of the item is £0 (zero pounds sterling).
- (g) The Museum places strict control on the access to, and security of, valuation information. Requests for valuation information must be directed to the Registrar.
- (h) Freedom of Information enquiries regarding valuation data will be managed by the Records Manager.

6. Physical Access to the Collections by Visitors

- (a) The Museum collections are available for professional study by visiting researchers, students and collections management specialists. The collections are also available to the wider natural history community whose research is intended for publication and to artists and others from the creative industries. The Museum considers visitor access to items important because it:
- enables users to examine items that for reasons of fragility, rarity, sensitivity and/or international regulations cannot be sent on loan;
 - adds value to collections through provision of new information;
 - allows and encourages discussion with research and collections staff;
 - increases understanding of the collections importance to a wider community of users.
- However, visits might also expose collections to risks such as:
- damage or loss through poor handling;
 - for items originating from countries with access and benefit sharing legislation there is a risk of misuse through non-compliance with Prior Informed Consent and Mutually Agreed Terms;
 - loss through vandalism or theft.

Visitors themselves may also be at risk if an item is itself inherently dangerous e.g. asbestiform minerals.

Consequently the Museum has an approach to visitor access, including terms and conditions for access, which takes these advantages and risks into account.

- (b) Natural History Museum records are classed as Public Records and as such are subject to the Public Records Act (1958 and later amendments), the Freedom of Information Act (2000) and Data Protection legislation. They are open to the public after 20 years, unless there is a specific case for extended closure or they have been previously released in response to a Freedom of Information request.
- (c) The Museum will respond to all requests for access to the collections, however, visitors are only admitted to the collections by appointment. Initial contact should be made well in advance of any anticipated visit to ensure that the necessary arrangements and documentation requirements can be fulfilled. The Museum reserves the right to refuse access if the conditions below cannot be fulfilled.
- (d) Access will be provided to items as long as:
 - the item is not on loan, or out of the collection for any other reason;
 - the security of the staff and collections is not compromised;
 - access does not unduly interfere with any programmed curatorial or research work.
- (e) Access can be provided under defined procedures which will include rigorous handling and security requirements to items that are:
 - unusually fragile;
 - valuable (financially);
 - significant (scientifically or culturally).
- (f) No changes to items or any other material is permitted without permission from the relevant curator, including DNA or tissue sampling, dissections, geological subsampling, removal of pedestals/armatures, sheets, or existing labels etc., to which the item is fixed.
- (g) The Museum reserves the right to charge for use of facilities; fees may be waived in lieu of curatorial support being given, for example through the updating of taxonomic identifications. Visits which require significant amounts of curatorial support may be liable for additional charges.
- (h) Visitors to the collections are allowed to take photographs but these will be subject to written terms and conditions that take into account the Museum's Open Data principles for its scientific research data and any copyright restrictions.
- (i) Filming in the collections spaces is not permitted unless agreed in advance with the appropriate curator.

7. Access to Collections Information.

- (a) The Museum is committed to open access with regard to its collections information consistent with its statutory responsibilities, Open by Default Policy, intellectual property rights as defined in the Natural History Museum Intellectual Property Policy and in line with our Public Task statement. We will respond positively to those requesting information on the collection.
- (b) Based on this principle, the Museum makes its collection data available through the Museum's website, to download, through an API, and in some cases through third party data repositories,
- (c) However, there may be circumstances where data are not automatically released or publically available. These circumstances are detailed in the Museum's Open by Default Exceptions Policy and include but are not restricted to:
 - information which would compromise Collections Security, for example valuation data (see Section 5 above);

- information associated with a critically endangered species of plant or animal, including parts and derivatives, where providing the data would put the population at risk;
- where provision of information would be unlawful, for example information which the museum is contractually obliged to keep confidential; this would include agreements relating to Access and Benefit Sharing and Traditional Knowledge;
- information relating to Human Remains, for more information see the Natural History MuseumM Policy on Human Remains;
- where the provision of information would put the personal safety or privacy of individuals or property at risk;
- limited availability of specimen, data or resources;
- ongoing research or commercial activities of the Museum or its associates;
- information currently closed under legislation.

In these cases the Museum will work with the enquirer to determine how their information needs may be best satisfied without compromising third parties or the privacy of the museum or its employees.

8. Security of Collections Information.

- (a) The security of the Collections Management System, Library and Archives Management and Discovery Systems and back-up systems are detailed in the IT Security Policy and IT Conditions of Use. The Museum is committed to the development and review of its electronic systems to ensure they are fit for purpose, that the information stored in them remains accessible and that it is safeguarded against future obsolescence.
- (b) The Museum's electronic Collections Management System has standardised the use of item numbers. The Head of Collections for Life Sciences and Earth Sciences must create a list of all historic item numbering systems for their department which is archived and managed by the Head of Collections Management Systems.
- (c) Each department must maintain an inventory of the system or systems used for the arrangement of collections.
- (d) Each department will be responsible for maintaining a list of all departmental staff who have the authority to create, edit, update and access inventory records which is archived and managed by the Head of Collections Management Systems.
- (e) The Museum holds historical paper records of additions to its collections in their broadest sense; this information is contained in a series of ledgers including Registers, donation volumes, and purchases. The Museum is committed to the conservation, care and back-up of these primary records. A digital record of the Register is available through the data portal for some records. These ledgers are no longer added to. The Museum uses an electronic Collections Management System.
- (f) If a breach of Collections Information Security occurs the Head of Collections Management Systems or Head of Library and Archives, Chief Information Officer, Head of Security and relevant Head of Collections must be informed.

9. Due Diligence and Loans

9.1 Due Diligence and Items Borrowed for Exhibition.

- (a) The Museum will exercise due diligence to ensure that it does not borrow items for display without being confident that the lender has legal title to the item or is

legally entitled to enter into agreement with the Museum. Lenders will be required to declare in writing that they acquired the objects by legitimate means, have legal ownership and are unaware of any third party claims. Further documentary evidence may then be required if any doubt remains. The Museum will also, where necessary, undertake research to ensure that the item was acquired ethically and without contravening any laws in the country of origin, this including an assessment regarding Access and Benefit Sharing.

- (b) The Museum will not borrow any item unless it is satisfied that the object or specimen has not been acquired in, or exported from, its country of origin (or any intermediate country in which it may have been legally owned) in violation of that country's laws. (For the purposes of this paragraph 'country of origin' includes the United Kingdom).
- (c) In accordance with the provisions of the UNESCO 1970 Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property, which the UK ratified with effect from November 1 2002, and the Dealing in Cultural Objects (Offences) Act 2003, the Museum will reject for display any items that have been illicitly traded.
- (d) The Museum shall not knowingly borrow or display any item that has been collected, sold or otherwise transferred in contravention of any national or international wildlife protection or natural history conservation law or treaty of the UK or any other country, except with the express consent of an appropriate outside authority. Relevant international instruments include the Convention on the International Trade in Endangered Species of Wild Fauna & Flora 1975, Convention on Biological Diversity, 1992, and the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization (ABS) to the Convention on Biological Diversity 2010. On occasion the Museum may work with law enforcement agencies and wildlife organisations to explain the effect the illicit trade in endangered species has on our environment; in these cases the Museum will ensure the provenance of the items is fully understood and is a vital part of the exhibition narrative.
- (e) The Museum will not borrow or display archaeological antiquities (including excavated ceramics) in any case where the governing body or responsible officer has any suspicion that the circumstances of their recovery involved a failure to follow the appropriate legal procedures.
- (f) The museum will use 'Spoliation of Works of Art during the Holocaust and World War II period: Statement of Principles and Proposed Actions', issued by the National Museum Directors' Conference in 1998, and report on them in accordance with the guidelines.

9.2 Due Diligence and Items Borrowed for Research

- (a) Insofar as it is reasonable and practicable to do so, researchers using material borrowed from elsewhere should seek to establish that specimens were legally acquired in accordance with the laws and regulations of the sovereign nation in whose territory they were collected. However, for research loans when the lending institution is another National Museum, a well-established Regional Museum, other well-known heritage organisation (either National or International) or University with their own Due Diligence procedures, the assumption is made that items from their collection will have been legally acquired.
- (b) If genetic resources are being borrowed for the purposes of utilisation from a providing country having legislation or regulation controlling the access to and utilisation of genetic resources the Museum will utilise these in ways that are consistent with the terms under which the items were collected. The staff member responsible for the research loan is accountable for ensuring compliance with the terms under which the items were collected and compliance with the

requirements of the Nagoya Protocol (Compliance) Regulations 2015 (and amendments). Consequently the Museum will request the following documentation to prove due diligence:

- i) the internationally recognised certificate of compliance, as well as information on the content of the mutually agreed terms relevant for subsequent users; or
 - ii) where no internationally recognised certificate of compliance is available, information and relevant documents on:
 - the date and place of access of genetic resources or of traditional knowledge associated with genetic resources;
 - the description of the genetic resources or of traditional knowledge associated with genetic resources utilised;
 - the source from which the genetic resources or traditional knowledge associated with genetic resources were directly obtained, as well as subsequent users of genetic resources or traditional knowledge associated with genetic resources;
 - the presence or absence of rights and obligations relating to access and benefit-sharing including rights and obligations regarding subsequent applications and commercialisation;
 - access permits, where applicable;
 - mutually agreed terms, including benefit-sharing arrangements, where applicable.
- (c) In the event of a claim for ownership by a third party for an item on research loan to the Museum, the Museum shall use its best endeavours to return the item to the lender. The resolution of any dispute over ownership is the concern of the lender and claimant, not the Museum.
- (d) If the Museum discovers that any item loaned to the Museum is in breach of any international convention or law outlined in 9.1 b-f, it shall inform the lender and may subsequently inform the relevant enforcement authorities via the Registrar and abide by their guidance on subsequent courses of action.

9.3 Due Diligence and Items Loaned from the Museum Collections

- (a) The loan of any item for either exhibition or research purposes will be made in accordance with all applicable national and international laws, conventions and agreements. These include;
 - the Convention on the International Trade in Endangered Species of Wild Fauna & Flora 1975 (CITES);
 - Convention on Biological Diversity, 1992 (CBD) and, the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization (ABS) to the Convention on Biological Diversity.
- (b) The Museum warrants that it has made all reasonable inquiries as to the provenance of the loaned items and that to the best of its knowledge the Museum is the legal owner of the items. The Museum also warrants that, so far as it is reasonably aware, the loaned items have not:
 - been looted from their rightful owners;
 - been obtained by violent means;
 - been exported illegally or illicitly from their country of origin.
- (c) In the event of a claim for ownership by a third party for a loaned item the borrower and borrowing institution guarantees that it shall use its best endeavours to return the item to the Museum. The resolution of any dispute over ownership is only the concern of the Museum and the claiming parties.
- (d) The Museum will loan genetic resources for utilisation in ways that are consistent with mutually agreed terms if they are required by applicable legislation or regulatory requirements. In these cases the Museum will provide

the borrower with the following documentation enabling the recipient to prove due diligence

iii) the internationally recognised certificate of compliance, as well as information on the content of the mutually agreed terms relevant for subsequent users; or

iv) where no internationally recognised certificate of compliance is available, information and relevant documents on:

- the date and place of access of genetic resources or of traditional knowledge associated with genetic resources;
- the description of the genetic resources or of traditional knowledge associated with genetic resources utilised;
- the source from which the genetic resources or traditional knowledge associated with genetic resources were directly obtained, as well as subsequent users of genetic resources or traditional knowledge associated with genetic resources;
- the presence or absence of rights and obligations relating to access and benefit-sharing including rights and obligations regarding subsequent applications and commercialisation;
- access permits, where applicable;
- mutually agreed terms, including benefit-sharing arrangements, where applicable

10. Outgoing Exhibition Loans

(a) This Section covers all exhibition loans where the Museum is the lender or where the Museum is managing a loan on behalf of a third party lender who owns the items. It covers the entire range of loans from a single item to touring exhibitions of a large number of items.

(b) Making objects from the collection available for display through loans is part of the core purpose of the Museum and the Trustees of the Natural History Museum agree loans under powers conferred by section 4 of the British Museum Act of 1963. This states that:

“The Natural History Museum may lend for public exhibition or research (whether in the United Kingdom or elsewhere) any object comprised in the collections of the Museum: provided that in deciding whether or not to lend any such object, and in determining the time for which, and the conditions subject to which, any such object is to be lent, the Natural History Museum shall have regard to the interests of students and other persons visiting the Museum, to the physical condition and degree of rarity of the object in question, and to any risks to which it is likely to be exposed.”

(c) Loans of Public Records from the Museum Archives are also dependent on approval from The National Archives and will not normally be made for longer than 6 months.

(d) The following criteria are used to assess a loan request:

- the receipt of the formal loan request with sufficient time to prepare the items, this is a minimum of 9 months before the exhibition opens;
- the fitness of the item for transport and display;
- prior commitments for the item (research requirements, exhibitions, learning or conservation). If the item is already on public display the Museum will take into account the impact of the item not being on display at South Kensington or The Natural History Museum at Tring;
- resources required to make the loan of the requested item;
- the degree of risk involved in the loan of the item and what interventions can be made to resolve these to the Museum's satisfaction;

- approval by the Museum of facility reports provided by the potential borrower containing information regarding security, environment and buildings. These forms must be submitted a minimum of 6 months before the proposed transportation date;
 - the borrower providing assurance of immunity from judicial seizure or comparable assurance from a government body or representative of an appropriate authority;
 - the Museum will not lend to any exhibition which includes objects that are known to have been stolen, illegally exported or illegally excavated; the only exception to this is where the focus of the exhibition is the impact of these activities, under these circumstances the Museum may consider the request;
 - the suitability of the borrowing institution; the Museum will normally only lend to properly established organisations and to proper venues, whether run publicly or privately, and usually only to exhibitions that are open to the general public;
 - the status of the exhibition to which the item would be lent, how significant the item is to the exhibition and the purpose of the exhibition;
 - impact on the standing and reputation of the Museum.
- (e) Loans are made by the Trustees of the Museum subject to the terms of a legal contract.
- (f) All potential loans, whether to UK or International venues are submitted to the UK National Security Adviser, based at Arts Council England (ACE). The Security Adviser will either visit or send a questionnaire to each venue in order to confirm that the security arrangements conform to those laid down in the General Security Conditions set out in the Government Indemnity Scheme which fulfils the requirements of the National Heritage Act 1980. If any arrangements are inadequate, the Security Adviser will make recommendations for improvement which must normally be followed in order for the loan to proceed.
- (g) Transport for both UK and International venues must meet the standards specified in the General Transport Conditions of the UK Government Indemnity Scheme which meets the requirements of the National Heritage Act 1980. The appointment of a transportation agent must be approved by the Museum.
- (h) All arrangements must adhere to the Food and Drink conditions which apply under the UK Government Indemnity Scheme.
- (i) The display and environmental conditions must be stable and secure. Exact conditions will vary depending on the items, compliance with stipulated display, environment and security conditions form part of the loan contract.
- (j) All direct costs incurred by the Museum from any exhibition loan must normally be borne by the borrower; this includes but is not restricted to all the costs associated with the condition reporting, conservation, photography, transportation, courier costs, mounting, framing and installation. In addition the Museum may levy a service charge for loans to venues other than UK museums and galleries.
- (k) Under certain circumstances Loans requested from the Museum Science Collections may be managed commercially. The criteria used to decide whether to treat a request as a commercial request would be:
- whether the request is for commercial usage (e.g. at a casino, hotel or other commercial company);
 - whether the request includes the use of the Museum logo in branding or marketing within the exhibition or in any publicity;
 - whether the written content is created by or overseen by the Museum and includes the Museum's Intellectual Property;
 - the number and/or the complexity of the objects requested;
 - whether the request is for loans where Museum objects would comprise the majority of the exhibition or display.

Commercial loans are subject to the assessment criteria in 10d.

- (l) Touring exhibitions are hired under a negotiated contract tailored to each venue, however the approval principles outlined in this policy and Collections Governance also apply to the items displayed in the Museum's Touring Exhibitions

11. Incoming Exhibition Loans

- (a) Many of the Museum's exhibitions draw on its own collections, however, to augment and enhance its public offer the Museum borrows items from other museums, galleries and private individuals around the world.
- (b) Whilst staff developing an exhibition or an exhibition concept may informally approach potential lenders to discuss loans into an exhibition the official request to lender must be approved and sent by the Registrar. All incoming exhibition loans must be for a finite period and subject to Terms and Conditions of a formal Exhibition Loan Contract. The Museum will not accept 'permanent' or 'indefinite' loans. A permanent record will be kept of all requests and related correspondence.
- (c) The nature of the Museum as a visitor attraction means that the Museum is unable to prevent the taking of images by visitors to its public galleries.
- (d) The Museum will manage loans of live animals in accordance with the British and Irish Association of Zoos and Aquariums (BIAZA) Animal Transaction Policy which is compliant with The Zoo Licensing Act 1981 and the Secretary of State's Standards of Modern Zoo Practice (SSSMZP).
- (e) Engagement staff will work with a conservator and member of the Registry team to ensure that all items borrowed have individual specifications for appropriate support and display. Materials and techniques used in the construction of exhibitions, in particular display cases and mounts, will be approved by the Lender through the Registry.
- (f) The exhibition loan of any item to the Museum must be made in accordance with all applicable national and international laws, conventions and agreements as set out in Section 9.1 on Due Diligence.
- (g) If Immunity from Seizure is requested by a lender, the Museum will request information from the Lender required under Part 6 of the Tribunals, Courts and Enforcement Act 2007 (protection of cultural objects on loan). The Museum will publish the information regarding the loan, the lender and provenance on its website in accordance with DCMS guidelines at least 4 weeks before an item enters the UK. The Museum will also inform the Arts Council. Details of any application for immunity that is made in respect of borrowed objects will be included in the Museum's annual report. The Department of Digital, Culture, Media and Sport will be informed immediately of any application from a claimant in respect of a borrowed object that has been granted immunity.
- (h) Claims must be made in writing to The Director of the Museum and contain the following information -
 - i. the claimant's name and address;
 - ii. where the claimant claims as the heir of another person, the name and last known address of that other person or, if the claimant is unable to supply the last known address, details sufficient to identify that other person;
 - iii. a short summary of their claim to the object;
 - iv. a statement confirming that the borrowing institution may inform the lender of the request and supply them with the information provided by the claimant in support of his or her request.
- (i) If the request is considered to be reasonable by the Museum it will provide the following information within 28 days:

- i. the name of each lender if it is not available to the public in accordance with regulation 4 or 5;
 - ii. a link to the website at which the borrowing institution has published or provided the information in accordance with regulation 4 or 5;
 - iii. a written summary of the institution's enquiries into the provenance, ownership and history of the object;
 - iv. any other information held by the institution as a result of its enquiries into the provenance of the object that the institution may lawfully disclose to the claimant.
- (j) If the Museum determines the claimant's request is unreasonable the Museum need not provide the information listed above. The Museum may determine that the claimant's request is unreasonable only if:
- i. the claimant's claim (including any appeals or reviews) has already been rejected by a court or other authority responsible for adjudicating on or making recommendations concerning such claims;
 - ii. all of the information described above has already been disclosed to the claimant either by the institution or by another person or is available to members of the public free of charge from some other source; or
 - iii. the institution receives the request more than twelve weeks after the end of the additional period as defined in the Regulations.
- (k) Where the Museum determines the claimant's request to be unreasonable it will inform the claimant of this decision and the reason for the decision within 28 days of the date on which the institution received the request.

11.1 Insurance and Indemnity

- (a) The items will be insured or indemnified in-line with the Government Indemnity Scheme Guidelines for National Museums issued by the Arts Council as detailed in Section 15 provided that an insurance valuation is received from the lender prior (at least 1 month) to the Museum receiving the items.
- (b) The use of commercial insurance for incoming exhibition loans is only permitted in exceptional circumstances. Such permission can only be granted by the Department for Digital, Culture, Media and Sport.

11.2 Cancellations of Loans

- (a) Whilst the Museum will make every effort to thoroughly consider a loan request prior to a formal request being sent to a Lender there may be exceptional circumstances which may mean the Museum cancels its request. Cancellations may be made for the following reasons:
 - the costs associated with the loan (e.g. crating, transportation or building works to enable display) prove unaffordable;
 - the Lender's terms and conditions prove extraordinary and cannot be met;
 - the Lender will not accept Indemnity under the provisions of the UK Government Indemnity Scheme;
 - the information surrounding the ownership, acquisition, import or export and provenance is unacceptable when Due Diligence research is undertaken prior to the item(s) being loaned;
 - DCMS does not grant Immunity from Seizure for the loan.

12. Internal Display

- (a) This section sets out principles for the display of collection items within the Museum's galleries and exhibitions and applies to all displays containing items

from the collections, borrowed from third parties, purchased for the purposes of display or commissioned by the Natural History Museum or The Natural History Museum at Tring. It includes display in the permanent galleries and temporary exhibitions.

- (b) In developing exhibitions and events The Museum will place original items, reconstructions, casts, and duplicated items from the Scientific Collections, Museum Archives⁴ and Trustees Artwork Collection on public exhibition in a way that is consistent with the following principles.
- a. Items going on display must be in a suitable condition for display; they will be condition assessed and undergo necessary treatments to ensure their condition is appropriate for the proposed display.
 - b. Exhibitions should be designed and built to ensure that the display of collections is undertaken in such a way that it minimises risk to their preservation, particularly from the agents of deterioration.
 - c. Environmental monitoring equipment shall be provided in all exhibition spaces to monitor the temperature, relative humidity, and light levels in the spaces and individual cases/objects as deemed necessary.
 - d. Pest monitoring and management will also be undertaken in all exhibition spaces. Details of the Museum's approach to environmental and pest monitoring are contained in the Collections Care Policy.
 - e. The lack of full environmental control in parts of the Museum means that certain areas may fall outside required parameters and therefore limit what can be placed on display from the collections. Impact of damage will be the primary consideration in deciding whether display of items from the Scientific Collections, Museum Archives or Trustees Artwork Collection is possible in these areas.
 - f. Security measures are in place to protect the item and which prevent damage whether by accident or deliberate action. These must be approved by the Head of Security.
 - g. The Museum will display items with integrity and sensitivity and to this end it will undertake due diligence activities to ensure that items are displayed in accordance with relevant legislation, permits and CITES restrictions.
 - h. In addition the Museum may borrow items, commission works or purchase items where these enhance the exhibition. Such activities will be carried out in compliance with the Collections Policy Framework.
 - i. Items that will produce an ionising radiation dose-rate above 1usv/hr at the surface of the display case will not be used.
 - j. Items that are potentially dangerous will not be displayed without being appropriately contained and labelled e.g. asbestiform minerals.
 - k. Items may be purchased or collected with the express intention of them being becoming un-usable in that they may be displayed in a manner inconsistent with long-term preservation, e.g. due to environmental conditions, as touch objects, etc. In these cases this intention will be made clear at the point of sign off of the item display list.
- (c) The removal from display, or movement, of any item must comply with Section 16 on Location & Movement Control.

13. Outgoing Research Loans

- (a) Making items from the collection available for research through loans is part of the core purpose of the Museum and the Trustees agree loans under powers conferred by section 4 of the British Museum Act 1963. This states that:

⁴ The National Archives will be informed when Public Records are used for Museum exhibitions and events either at South Kensington or at Tring.

“The Natural History Museum may lend for public exhibition or research (whether in the United Kingdom or elsewhere) any object comprised in the collections of the Museum: provided that in deciding whether or not to lend any such object, and in determining the time for which, and the conditions subject to which, any such object is to be lent, the Natural History Museum shall have regard to the interests of students and other persons visiting the Museum, to the physical condition and degree of rarity of the object in question, and to any risks to which it is likely to be exposed.”

The Museum takes into account these conditions when assessing whether an item can be lent for the purpose of research. The Museum Archives are not lent for the purposes of research and the Library Special Collections are only lent for research in exceptional circumstances, e.g. investigative research related to the longer-term preservation of the item(s) that cannot be achieved on site.

- (b) Outgoing research loans subject to the terms and conditions of a legal contract which will set out the loan period, details of Intellectual Property Rights, requirements for the return of information etc. The Director must approve outgoing research loans with a total value over £1,000,000; those with a total value over £100,000 must be approved by the Director of Science. Loans under £100,000 are approved by the individuals designated in the Museum’s Accountability framework. A list of all new research loans over £100,000 is presented to the Trustees at their quarterly meetings.
- (c) The loan of any item must be made in accordance with all applicable national and international laws, conventions, regulations and agreements as set out in Section 9.3 on Due Diligence. To ensure that the Museum upholds the UN Convention on Biological Diversity (1992) and the Nagoya Protocol (2010) and related regulations all outgoing research loans will be made in accordance with the original terms of any permits or agreements. Consequently the Museum may impose agreements or restrictions or impose reporting requirements of the borrower in line with the original terms.
- (d) Samples provided from the Molecular Collections Facility or as the result of destructive or invasive sampling requests are sent as research loans on the understanding that unused sample and data will be returned to the Museum unless otherwise directed in the terms and conditions of the loan. Investigations or analyses which result in the complete destruction of a registered item constitute a deaccession and disposal, these will comply with sections 13 and 14 of the Natural History Museum Collections Development Policy on Destructive and Invasive Sampling and Disposal.
- (e) Links must be made to vouchers through resources such as GenBank/EMBL/DDBJ. Where Access and Benefit sharing restrictions apply regarding access to information restrictions will be placed on where the data may be published.
- (f) Items which are inherently hazardous may only be lent after the risks have been assessed and under terms and conditions which include any specific regulatory requirements.
- (g) The Museum will not disseminate any details of sequence data, or novel protocols and procedures arising from a borrower’s work until they have been published unless otherwise directed in the terms and conditions of the loan. However the applicant must accept that the Museum has obligations under UK and EU law (e.g. the Data Protection Act 1998 & Freedom of Information Act 2000). Similar obligations placed on the borrower under their appropriate local laws or legislations shall also be accepted by the Museum. It must also be noted that these obligations on the Museum and the borrower may continue in force after the work has been completed.
- (h) If an item cannot be sent on loan a digital surrogate image may be provided instead, the recipient must abide by all terms and conditions set by the Museum

regarding use of the image, these will reflect the Museum's commitment to open access with regards to its Collections information.

- (i) The costs incurred by the Museum in servicing outgoing research loans are normally borne by the Museum. The recipient is liable for all costs relating to return. However, the Museum reserves the right to recover any associated costs from the approved borrower or their host institution. For example, costs incurred obtaining phytosanitary certificates, CITES permits or for transport. The borrower will be informed of these costs and the intention of the Museum to recover these costs before the loan is dispatched.

14. Incoming Research Loans

- (a) The loan of any item to the Museum can only be accepted if they are made in accordance with all applicable national and international laws, conventions, regulations and agreements. The Museum will exercise due diligence to ensure that it does not borrow items for research without being confident that the lender is legally entitled to lend the item. The Museum will also where necessary undertake research to ensure that the item was acquired ethically and without contravening any laws in the country of origin. The principles and international standards followed by the Museum can be found in Section 7.2 on Due Diligence.
- (b) All incoming loans must be for a finite period. All requests to borrow items must be in writing (either letter or e-mail) to a potential lender. All subsequent correspondence from this initial request, including loan agreements, must be retained in line with retention schedules.
- (c) The Museum will not accept 'permanent' or 'indefinite' loans, except in exceptional circumstances, e.g. when national legislation in the Country of Origin precludes transfer of ownership to the Museum. The request for permanent loan must be agreed by the relevant Head of Collections and the Registrar, must be made subject to the terms and conditions of a contract and be for a specified period.
- (d) Non-permanent members of staff (including students, post-doctoral researchers, staff on fixed term appointments, scientific associates, and honorary research fellows) may only borrow material through a permanent member of staff. All requests to borrow items must be approved by the requester's line manager.
- (e) Prior to the items being sent to the Museum relevant travel and insurance documents must be in place as required, e.g. for items that are covered by the Government Indemnity Scheme (GIS), or any other legislation (e.g. customs legislation, special transport requirements such as CITES or Dangerous Goods).
- (f) All incoming loans will be subject to the protocols and procedures detailed in the Natural History Museum Collections Care Policy Section 3 on Integrated Pest Management.
- (g) Any special conditions required by the lender, e.g. use of conservation grade storage materials, highly secure storage, particular environmental conditions, transport insurance, etc., must be agreed in advance of the loaned items arriving and approved by the relevant Head of Collections and Head of Department.
- (h) If the lender indicates that the Museum will be required to pay charges, costs, fees, etc., to service the loan, then the member of staff requesting the loan must obtain the permission of the budget holder.
- (i) If the lender does not send an insurance valuation prior (at least 1 month) to the items arriving at the Museum then, in line with Section 15 on Insurance and Indemnity of Collections, the Museum assumes that the incoming loan items have no financial value (GB£0).
- (j) The Museum has an obligation to care for items loaned to it for the purposes of research, all incoming loans and their location must be recorded in the CMS and be accessible for business continuity purposes.

- (k) Any case of deterioration of, or damage to, an item on loan must be reported immediately to the lender. The Collections management staff in the Department responsible for the loan should be advised and will take immediate action to move the specimens to a different location (without consulting the lender) if the borrowed items are in immediate danger and if:
 - i. removal is necessary to prevent further damage, and
 - ii. removal is to a safe place.
 The Museum will not attempt conservation on damaged items without prior consent in writing from the lender.
- (l) Written permission for interventive work to be undertaken on an item, e.g. cleaning, removal of samples, etc., must be obtained from the owner of the material in writing prior to the work being undertaken.
- (m) If a member Museum staff who intends to leave the Museum (e.g. retirement, resignation) has any obligations with regards to incoming loans they must ensure that these loans are returned to the lender/lending institution and fully closed before they leave the Museum.

15. Insurance & Indemnity

- (a) The Museum, like other DCMS sponsored museums, is an Arm's Length Body of government and is bound by HM Treasury guidance outlined in Managing Public Money. It cannot insure its own collection whilst located within any of the buildings defined as the 'Natural History Museum' or during transport between sites. In addition commercial insurance of items entering the Museum is only allowed under specific circumstances. However, the Museum requires insurance or indemnity cover for all items borrowed from its collections for the whole period of absence and the cost of this shall be wholly at the borrower's expense.

15.1 Insurance and Indemnity of items on Loan from the Museum

- (a) Items lent for the purposes of public benefit to UK borrowers may be covered under the terms of Government Indemnity Scheme (GIS), provided that standards of care, security and fire prevention will, as far as is possible, ensure the safety of the items on loan.
- (b) Items lent to other national museum bodies and government departments will be lent under the same conditions, with the borrower requested, in the event of damage, to indemnify the Museum against the cost of any work of conservation, restoration or repair up to a sum not exceeding the valuation on the loan agreement and the Museum will bear the risk of total loss. This is in line with GIS guidance for National Institutions.
- (c) Items lent to venues which do not qualify for GIS, or a foreign government's indemnity scheme, must be covered by commercial insurance. For outgoing research loans only, indemnities offered by the borrowing institution might be accepted in lieu of commercial insurance.

15.2 Insurance and Indemnity of items on loan to the Museum

- (a) The Museum applies on an individual basis for GIS for items valued over the minimum specified where these are eligible for such cover. GIS is available for both Exhibition and Research loans, although in the case of Research loans additional conditions apply. In return, the Museum will take the same reasonable care of such items as it would of its own collections and ensure the loan is managed in accordance with Section 16 of the Museums & Heritage Act 1980.
- (b) Where items cannot be covered by GIS because they fall below the minimum specified the Museum will self-indemnify the items. To enable the Museum to do

this it requires the owners/lenders to provide a valuation of their items, in writing, before the item arrives at the Museum. If no valuation is provided by the lender, after the Museum has requested it, then the Museum will assume the value of the item is £0 (zero pounds sterling).

15.4 Insurance and Indemnity of items not on loan to the Museum

- (a) All other items that enter the Museum, e.g. enquiries, unsolicited deposits, identifications, shall not be insured or indemnified by the Museum and the owners must bear the risk to these items.

16. Exploitation of Museum Expertise when Items are on Loan

- (a) 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.

17. Confidentiality & Publication

- (a) The borrower and borrowing institution or lender and lending institution must accept that the Museum has obligations under UK and EU law (e.g. the Data Protection Act 2018 & Freedom of Information Act 2000) to disclose, on request, information it may hold such as the specific details of a loan. Similar obligations placed on the borrower and borrowing institutions or lender and lending institution under their appropriate local laws or legislations shall also be accepted by the Museum. It must also be noted that these obligations on the Museum and the borrower/borrowing institution or lender/lending institution may continue in force after the work has been completed.

18. Location & Movement Control

- (a) Items or groups of items from the Museum collections may be moved to different locations for the purposes of curation, conservation, study, security, exhibition training and education. Change in location may reflect a permanent move or a temporary move, e.g. for display. This may be within all the sites operated by Museum or movement to and from another Museum, Gallery, and organisation or to or from an individual. Moving an item or group of items for less than 24 hours e.g. for study under a microscope may not always result in an electronic movement record being created.
- (b) It must be made possible to pinpoint the location of items for which the Museum is legally responsible through hierarchical location indicators. These should be recorded in the appropriate Museum electronic Collections Management System. Not all material within the Museum is currently contained within these digital systems, consequently location data may, at present, also be contained in navigational aids; responsibility for the safe-keeping of these lie with the Head of Collections.
- (c) Movement of any item can only take place after the following measures are taken:
 - a system is in place for recording the location of an object at all times;
 - an assessment has been made of the item's fitness for movement;

- the suitability of the new location has been assessed and where necessary approved;
 - due consideration is given to the reason for moving the object;
 - for items moving off site e.g. for the purposes of a loan or being moved for the purposes of display e.g. into a temporary exhibition at the Museum the item has an inventory record and a home location allocated. For all other types of movement an inventory record and home location are desirable;
 - the appropriate authorisation for movement of an item is given.
- (d) Transfer of Museum items between Museum sites and into or out of exhibitions at the Museum are recorded as changes of location.
- (e) Items taken off site by members of staff for outreach purposes (e.g. for television appearances, talks etc.) must be recorded in the appropriate Collections or Library and Archive management system. As well as location an assessment of potential risks should also be undertaken and recorded.

19. Loss and Damage

- (a) The Museum has a duty of care for the collection and takes loss very seriously.
- (b) Each missing item is an individual and often unique item and thus each occurrence of loss should be recorded on a case-by-case basis.
- (c) On recognising a loss of an item the member of staff must notify the relevant Head of Collections and Registrar immediately.
- (d) Details of the loss sustained and any subsequent related information must be recorded.
- (e) If the item is heavily used for reference or of significant historic, monetary or educational significance, a case should be considered for the potential replacement of the object. However, the uniqueness of items, requirements of the relevant international Code of Nomenclature and the scientific history may make replacement impractical or impossible.
- (f) The Registrar maintains a central register of lost Items.
- (g) The Registrar will inform the originator of any Material Transfer Agreement or similar agreement relating to items in its care, if the material in question is covered by such an agreement.
- (h) Borrowers must notify the Museum of any damage or loss of an item on loan. The policy regarding insurance and indemnity of loans is set out in the individual loan agreements and Terms and Conditions.

20. Object Exit

- (a) The legal status of any item(s) will be established prior to despatch.
- (b) No items will be despatched until the person responsible has ensured that the recipient is available to receive the items. If no prior agreement concerning the return of the items has been made and if the recipient for the despatch cannot be contacted or is known to be deceased then appropriate checks must be made into ownership and legal title. No items will be despatched to a third party without the owner's written permission.
- (c) All items being despatched will be accompanied by the following information:
- A notification of despatch sent under separate cover to the recipient and which will include an acknowledgement of receipt form that must be returned to the Museum.
 - All information and documents relevant for access and benefit-sharing and compliance with the provisions of national and international regulations.
- (d) Appropriate insurance will be arranged for despatched items in line with Section 15 on Insurance.

- (e) No item will knowingly be despatched that is infested with pests.
- (f) Trained personnel will carry out the packing and wrapping of all items for despatch.
- (g) Items must only be despatched via recognised and approved transportation methods. No items will be despatched in any way hazardous to persons or property or contravening international, national or the carrier's own regulations.
- (h) Significant items (including those valued at over £10,000, particularly rare or research important) will only be despatched by appropriate means that minimise time in transit and the risks to the items and may be accompanied by a trained member of Museum staff.
- (i) The transportation of any living collection will be undertaken in line with any relevant legislation and with advice where necessary from the Department of Environment, Food and Rural Affairs (DEFRA).
- (j) The return of items sent in and dealt with under Object Entry is structured as follows.
 - i. It is the responsibility of the depositor to collect the items, or arrange for their return, from the Museum, normally within four (4) weeks of the date of deposit. If items remain uncollected, the Museum may assume that the item has been abandoned and the Museum may claim valid legal title to the items. The Museum shall then reserve the right to dispose of the items as appropriate, which may include retaining the items for inclusion in the collections or their destruction in line with the Natural History Museum Collections Development Policy.
 - ii. An acknowledgement of receipt of returned items shall be sent to the depositor or owner for signing and return.

21. Collections Management Audit

- (a) Risk management is embedded within the Museum through the Museum's Risk Universe which includes collections risks connected with
 - i) Collections Storage & Conservation
 - ii) Registry, Management Policies and Procedures
 - iii) Data and Digitisation
 - iv) Collections Development
 Collections Management Audit supports the mitigation of risks related to these collections risks.
- (b) External peer review audits of the Museum, including collections management activities, are undertaken for the purposes of compliance with the Human Tissue Act 2004 and Nagoya Protocol Regulations 2015 and as part of the Museum Accreditation Scheme. These are undertaken as required by the regulatory bodies concerned.
- (c) The Museum's Risk & Assurance Department shall undertake a review of one aspect of collections management across all the Science Departments and Public Engagement each year. In undertaking these reviews Risk & Assurance will consider:
 - i) compliance with the relevant legislation and in particular the British Museum Act 1963;
 - ii) compliance with the Natural History Museum Collections Management Policies and other strategies.
- (d) Undertaking an audit of the Museum collections involves the examination of physical items or item information in order to verify that Natural History Museum Collections Policies are being followed, ensuring the Museum is discharging its responsibilities to the collection. The purpose of an audit is to highlight differences between agreed procedures and actual current ways of working, then

to resolve these differences through pragmatic and practical solutions. It is part of the audit function to verify inventory information.

- (e) The Museum shall undertake regular audits of its collection and collection management activities as detailed in the Collections Audit Plan. The plan will take into account the auditing of the following:
- i) high value collections and collection management activities;
 - ii) international agreements such as Convention in Trade of Endangered Species and Convention on Biological Diversity, including due diligence; and
 - iii) review and audit of existing Collections Management Policies within the timescale specified for each individual policy.
- (f) All Museum audits will ensure the following:
- that the organisation maintains, manages and documents a regular review of the items in its collections and the information relating to them;
 - that the audit of items is based on the physical presence of the items;
 - that all relevant item-related documentation has been updated as required in a timely manner;
 - that remedial action is taken as required, following discovery of missing items, wrongly or inadequately documented items, or undocumented items;
 - that, wherever possible, inventory checks are conducted or witnessed by a person not responsible for their custody or record-keeping.
- (g) Where relevant all procedures for audits will be agreed in advance between the department being audited and those undertaking the audit.

22. Policy review procedure

The Collections Information Policy will be published and reviewed from time to time, at least once every five years. The date when the policy is next due for review is noted below.

Document Owner	Registrar
Name of governing body:	Trustees of the Natural History Museum
Date of approval by governing body:	19th February 2019
Date at which this policy is due for review:	19th February 2024