

STRATEGIC PLANNING AND POLICY DEVELOPMENT

LOANS POLICY



Property of the Western Australian Museum

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1. Policy Statement

The Western Australian Museum lends objects, specimens and samples from its collection to other museums, universities and organisations for the purpose of exhibiting and scientific research. The Museum is also a borrower of objects, specimens and samples from other museums and institutions for similar purposes.

The lending and borrowing of objects, specimens and samples are an important means of achieving the purposes of the Western Australian Museum. For the Museum they are means through which:

- increasing access to the states collection for the education and enjoyment of the community;
- enhancing and building relationships with other institutions and organisations; and
- advancing the knowledge of the collection.

Minimisation of the risk of loss or damage to objects, specimens and samples should be the paramount consideration in approving loans.

2. Background

This policy sets out the rationale and arrangements for:

- i. outward loans from the Museum for the purpose of exhibition, research and/or other purposes;
- ii. 'grants' of specimens or samples to another institution or organisation for the purpose of research;
- iii. inward loans to the Museum from another institution, organisation, person or community;
- iv. the 'depositing' of object/s, specimen/s or sample/s with the Museum for Information, Identification or Conservation, to be otherwise examined and recorded and usually returned to the owner; and
- v. the 'custodial care' of object/s held by the Museum on behalf of third parties.

Requests for the use of the collection for non-museum purposes, including commercial, promotional, publications, charitable or other non-museum purposes will be considered on their merits by the Executive Director, Collection Content and Development, on the advice of the relevant Head of Department. Such use must always acknowledge the Museum, and not withstanding such credit, fees may be charged for the use of the object/s.

Arrangements for loans made for the purpose of supporting public education are currently being reviewed and are considered to be a separate category of loan. They are not dealt with in this policy.

Similarly, gifts and donations made to the Museum are handled by a different policy and process to loans as they constitute a permanent transfer of ownership of an object. Please refer to [Deed of Gift](#) and [Library Donation Form](#).

The movement of objects and specimens between the various sites of the Western Australian Museum is not considered or treated as a loan ([refer to Appendice 7 - Internal Loan Schedule](#)), nor is the transfer of material, objects or specimens to an external organisation where it has been contracted (paid) by the Museum to conduct research, or other work on behalf of the Museum.

3. Definitions

For the purpose of this document, the following definitions apply:

- 4.1 'Accessioning' is the formal process of recording an object or specimen lot as a collection object/s and assigning to it a unique registration with appropriate documentation.
- 4.2 'Collection' means reference the State Collection – refer to definition [State Collection](#).
- 4.3 'Custody' is an arrangement where an individual, community or organisation has requested the Museum hold an object on their behalf for the purpose of care and storage. This may be on a short or long-term basis, but it does not involve a transfer of ownership to the Museum.
- 4.4 'De-accessioning' is the formal process of removing an object/s permanently from the collections.
- 4.5 'Deposit' is the temporary physical transfer of an object from a member of the public to the Museum to enable an object or specimen to be identified, attributed, restored, conserved or otherwise examined or recorded. It is then usually returned to its owner and does not normally involve a transfer of ownership to the Museum. [Except where objects or object/s are covered by Part VI of the *Museum Act 1969* (Meteorites), section 6 and 7 of the *Maritime Archaeology Act 1973*, or the *Historic Shipwrecks Act 1976* (C'wth).]
- 4.6 'Gift' or donation is a permanent physical transfer of a specimen, or object from an individual or organisation to the Museum or from the Museum to another institution, where there is a transfer of ownership to or from the Museum.
- 4.7 'Grant' is the permanent physical transfer of specimens, or samples of specimens from the Museum to another organisation involving the destruction of the specimen or sample for research purposes. The Museum would not expect to have the specimen or sample returned, but may require, data, or the results of the research to be provided as a term of the grant. If the Museum does expect the remains of the specimen, slides or tissue samples to be returned, this transfer is to be considered an outward loan.
- 4.8 'Internal transfer' is a temporary or permanent transfer of an object or specimen between the various sites of the Museum. This is not considered a loan.
- 4.9 'Invasive and/or destructive analysis' including dissection for research purposes, generally involves irreversible changes to the object or specimen involved and may include its complete destruction. Where specimens or samples are loaned for scientific research and subjected to invasive analysis, the Museum may require the remains of the specimen or parts of the specimen (including slides and tissue samples) to be returned with data resulting from the research. If the remains of the specimen are not to be returned, the transfer of the specimen is considered a 'grant', rather than a loan (see above definition of grant).
- 4.10 'Inward loan' is a temporary physical transfer of specimens, or objects from another organisation or individual to the Museum where there is no transfer of ownership. This includes inward loans of objects or specimens intended for research, exhibition and identification purposes. Specimens or objects from another institution or organisation intended for temporary exhibitions are included in this category of loan.
- 4.11 'Loan Agreement' is the contract entered into between the lender and the borrower. It specifies the terms and conditions of the loan including the respective responsibilities of each party.
- 4.12 'Object' – means reference to an artefact; material; item or works archaeological or historical interest.
- 4.13 'Outward loan' is a temporary physical transfer of specimens or objects from the Museum to another organisation for exhibition or scientific research, where no transfer of ownership is involved.
- 4.14 'Permits' – reference to those 'permits' applicable to the **export** of cultural heritage objects from Australia and/or **transfer of possession or removal from Australia** of a historic shipwreck relic.

- i. [Application for Transfer of Possession or Removal from Australia of a Historic Shipwreck Relic](#) – Under Section 15 of the *Commonwealth Historic Shipwrecks Act 1976*. The WA Museum Chief Executive Officer has delegated authority to administer sections 10 (i); 11(i) and 15 under the Commonwealth Historic Shipwrecks Act 1976.
 - ii. [Class B Permit – Application for a Permit to Export Cultural Heritage Objects from Australia](#) - Class “B” object/s are protected under the *Protection of Movable Cultural Heritage Act 1986* and are subject to General Permit No: 25, Issued [to the Western Australian Museum] under section 10A of the Act. This authorises WA Museum to export on loan from Australia any number of Class “B” Australian protected object/s accessioned into its collection e.g. historic shipwreck material ...]
- 4.15 **‘Primary type specimens’ - for specimens of animals and plants (including fossils)**, ‘primary type specimens’ are those specimens designated as holotypes, syntypes, neotypes or lectotypes as defined in the International Code of Zoological Nomenclature and the International Code of Botanical Nomenclature.
- 4.16 **‘Sample’** - means reference to a portion, piece, or segment of tissue, meteorites, zoological, botanical and geological material.
- 4.17 **‘Specimen’** - means reference to an individual, object, or part regarded as typical of the group or class to which it belongs.
- 4.18 **‘Type specimens’ for specimens of minerals and meteorites**, ‘type specimens’ are those specimens designated as holotypes, cotypes or neotypes as approved by the International Mineralogical Association and the Nomenclature Committee of the Meteoritical Society, respectively.
- 4.19 **‘The State collection’** consists of objects and specimens with provenance and associated data that have been accessioned into the Museum’s collections.

4. Relevant Legislation or Authority

- i. *Museums Act 1969*
- ii. *Maritime Archaeology Act 1973*
- iii. *Protection of Movable Cultural Heritage Act 1986*
- iv. *Historic Shipwrecks Act 1976 (C’wth)*

4.1 Other related documents

- Museums Australia – [Code of Ethics](#)
- International Committee of Museums (ICOM) - [Code of Ethics for Museums](#) ¹.
- NAME Loan Template (available upon request)
- NEMO Standard Loan Agreement (available upon request)

5. Criteria

4.2 Outward Loans from the Western Australian Museum

- a. Loans are made for the purpose of exhibition, display or research.

¹ ICOM establishes ethical standards which must be adopted and respected by museums and museum professionals. It organises co-operation and mutual assistance between museums and between museum professionals. It represents, advances, and disseminates knowledge in museology and other disciplines related to studies in museology and/or the management and activities of museum.

- b. Loans are not ordinarily made to private individuals, however, such requests may be considered on a case by case scenario.
- c. Loans are temporary arrangements for a specified period of time, although options to extend, or renew loans may be offered.
- d. All loans and extensions to loans are documented in writing using the Museums Outward Loan Deed.
- e. No loans will be made when there is unreasonable risk to the safety of the loan object/s.
- f. The borrowing institution must provide adequate security and an appropriate physical environment for the object/s loaned as specified in the Outward Loan Deed.
- g. The Museum reserves the right to refuse a loan of any specimen/s or object/s.
- h. The Museum reserves the right to recall loans following a reasonable period of notice to the borrower, as provided for in the loan agreement.
- i. Transportation costs for object/s to be exhibited and other costs associated with the loan, such as packaging, are generally born by the borrowing institution.
- j. Outward transportation costs for the loan of specimens, samples or materials for scientific research are generally born by the lending institution, with the borrowing institution generally paying for the cost of returning the loan.
- k. Loan requests for exhibition or display purposes will be considered using the following criteria:
 - i. the condition of the object/s and its suitability for display;
 - ii. the credibility of the requesting organisation, including the qualifications and training of the staff caring for the objects;
 - iii. the scope of the exhibition or display and the reason for requesting the object/s or material;
 - iv. the exhibition or display facilities (including security, lighting, environmental control systems, fire systems etc.) and whether these meet the requirements to ensure the protection of the object/s requested;
 - v. the length of loan requested;
 - vi. the Museum's ability to resource the administration and coordination of the loan request; and
 - vii. the Museum's own requirements for exhibitions as well as research.
 - viii. whether the borrowing institution has the necessary [permits](#), letters of clearance and registrations to handle the materials, including moving them overseas.

4.3 Loan requests for Scientific research

Loan requests for scientific research will be considered using the following criteria:

- i. the nature of the research proposed (permission must be sought to undertake invasive and/or destructive analysis, or to alter the object/s or specimen/s in any way);
- ii. the credentials of the institution and researcher(s);
- iii. whether the borrowing institution has the necessary [permits](#), letters of clearance and registrations to handle the materials, including moving them overseas;
- iv. the duration of the loan requested;
- v. the quantity of specimen/s requested (if large numbers of specimens are requested, a series of loan transactions may be negotiated which provide the specimens in batches); and
- vi. the museum's own requirements for research as well as exhibition.

4.4 Grants from the Western Australian Museum's Collection

The Museum will give emphasis to non-intrusive and non-destructive methods whenever possible. However, the Museum recognises the need to damage or destroy a portion of an

object, such as a meteorite, mineral, frozen tissue or zoological specimen in order to carry out analytical research on their material content (or in some cases destroy a whole specimen).

In general, specimens will only be made available for destructive research when adequate representative material or a duplicate is retained by the Museum; the research is to be performed by an institution with the highest credentials; the Museum will derive significant benefit in terms of access to results; and acknowledgement of the Museum as the source of the specimen is made.

- a. Only requests from institutions on behalf of researchers will be considered.
- b. Institutions applying on behalf of a graduate student should include a letter from the students' Head of Department, or supervisor accepting responsibility for the proper use of the granted material.
- c. The Museum will supply the minimum amount of specimens/material needed to complete the research task.
- d. Each request will be considered using the following criteria:
 - i. the nature of the research proposed;
 - ii. the rarity and replacability of the sample;
 - iii. the amount of specimens/material on hand;
 - iv. the credentials of the institution and researcher(s); and
 - v. whether the institution has the necessary permits, letters of clearance and registrations to handle the materials, including moving them overseas.
- e. Grants will be documented in writing using a museum grant agreement.
- f. The researcher must be a qualified scientist who is likely to publish the results of their research.
- g. Grants will not be made to institutions on behalf of researchers who have not made good use of material or who have not fulfilled grant requirements in the past.
- h. Unused portions of the grant may not be passed on to researchers at other institutions without the prior approval of the Museum.
- i. Institutions and the researchers who receive the grant must acknowledge the Museum in publications based on the granted specimen or material and copies of the publications are to be provided to the Museum.
- j. Outward transportation costs for the granted specimens, samples or materials are generally born by the lending institution, while the borrower is responsible for the costs of returning the loan.
- k. Where a grant results in the complete destruction of an accessioned object or specimen (and not a part thereof), the grant constitutes a disposal and will be dealt with as a de-accession (see section 2.8).
- l. The taxonomic name or identification of granted specimens and samples is provided by the Museum to the grantee to the best of the Museum's knowledge at the time the grant is made.

4.5 DNA and Biologically Active Compounds

Museum specimens may potentially be a source of DNA sequences and biologically active compounds. Isolation of such sequences and compounds with a view to commercialisation is a growing area of research with complex legal implications not currently resolved in this State.

Staff should endeavour to ensure that specimens or derivatives from them are not provided to parties involved in such commercially oriented research unless an approved agreement is in place.

4.6 Inward Loans to the Western Australian Museum

- a. Loans are made to the Museum by institutions and individuals.

- b. All incoming loans are documented in writing using either a loan agreement provided by the lending institution, or the WA Museum's Inward Loan Deed.
- c. All object/s, specimens and samples loaned to the Museum for exhibition, research purposes and identification are afforded the same level of care and precautions for their protection whilst they are held as if they were object/s in the State Collection.
- d. When the Museum borrows materials from another institution, it will follow the procedures prescribed by the lending institution.
- e. When the Museum borrows material from individuals or organisations with no lending procedures or agreements, the Museum's procedures will be followed and the contractual agreement will be in the format provided in [Appendix 2 - Inward Loan Deed](#).

4.7 Custodial Care of Material by the Western Australian Museum

- a. Individuals, communities and organisations including other government agencies may on occasion request that the Museum holds in its custody, object/s for proper care or storage for the short or long-term.
- b. All custodial arrangements will be documented in writing using the Museum's [Custodial Care Deed](#).
- c. All object/s accepted into the Museum's custody are afforded the same level of care and precautions for their protection whilst they are held, as if there were object/s in the State Collection.
- d. When the Museum accepts the custody of materials, Museum procedures will be followed
- e. Each request for custodial care will be considered using the following criteria:
 - i. the level of need from the requesting body (whether there are other suitable alternatives);
 - ii. prior relationship between the Museum and the requesting body;
 - iii. importance of the objects;
 - iv. the availability of storage space; and
 - v. the Museum's own requirements.

4.8 Deposits Made to the Museum

- a. Deposits are usually made to the Museum by individuals for the purpose of identification, attribution or conservation or to be otherwise examined or recorded and then returned to its owner.
- b. All deposits are documented in writing using the Museum's [Item/s Submitted for Information, Identification or Conservation Form, refer Appendix "a"](#).
- c. All object/s deposited with the Museum are afforded the same level of care and precautions for their protection whilst they are held as if they were object/s in the State Collection.
- d. When material is deposited with the Museum, Museum procedures will be followed to ensure the material is tracked, the necessary tasks undertaken and the object/s returned to the depositor, should the depositor wish, in a timely manner and in a satisfactory condition.

5. Process – Outward Loans and Grants

5.1 Requests

Requests for outward loans may be made informally but should be followed up in writing to the Head of Department, or the person delegated to administer loans in the relevant department. Following a request for a loan or grant, the enquirer will be provided with a copy of the Museum's Loans Policy.

The Museum will ensure that the borrower is informed of the likely costs, if any. In the case of loans for exhibition purposes there may be costs for conservation treatment prior to travel or display, valuations, provision of customised packaging, transport, security, as well as cultural and environmental requirements.

The borrower should also be advised of the likely timeframes for considering their request and finalising the arrangements before dispatch of the objects, specimens or samples can take place. Borrowers should be advised that adequate forward planning is needed to arrange loans for

exhibitions and that requests may be refused on the grounds of inadequate planning. For example, conservation and curatorial time may be required to facilitate the loan.

A request for loan for scientific research purposes should be submitted in writing to the Head of Department from an institution or organisation on behalf of the researcher/s. The request should specify the sample needed; the purpose for which it is requested and the amount required. The Museum will supply the minimum amount needed to complete the task.

5.2 Management

The Head of Department or delegated officer is responsible for ensuring that the borrower has all the information the borrower needs to finalise their request for an object/s, specimen/s or sample and that the Museum has all the information necessary to evaluate and give proper consideration to the request. This includes obtaining sufficient information to assess each request against the criteria set out under the policy.

For example, in the case of exhibitions the Head of Department, or delegated officer's responsibilities include, ensuring that the organisation has the appropriate security and environmental conditions to display the objects requested. In the case of loans for scientific research, the Head of Department or delegated officer should ensure that the institution is of good standing, has the necessary permits, clearances and registrations to move materials overseas and the researcher has the qualifications/supervision necessary to carry out the research outlined.

The Head of Department, or delegated officer should consult with conservation, research and exhibition staff where appropriate to ensure the preservation and integrity of the Object/s is maintained at all times.

5.3 Terms and Conditions of the Loan or Grant Agreement

A standard Outward Loan Deed and standard Letter of Agreement for Scientific Loans have been drafted by the State Solicitor's Office. Copies of these standard documents can be found in Appendices. These will be made available on the Museum's website along with a copy of the Museum's Loans Policy.

Special terms or conditions may need to be negotiated for the loan or grant, which are different from, or additional to, the standard agreement; particularly in the case of very valuable objects or specimens, large quantities of objects, or object/s with special care arrangements, for example, not operating cars or machinery that are operable. Significant variations to the terms and conditions of any loan agreement or grant contract may need to be reviewed by the State Solicitor's Office for their advice and should therefore be referred to the [Policy and Legal Unit](#) for review and consultation with State Solicitor's Office, if required.

Time frames for the period of loan, extensions to the loan, including notification of request for extension are at the discretion of the Head of Department, subject to the approval of the person who has [delegated authority](#) to sign the loan or grant agreement. The period of the loan will depend on the object or specimen being lent, the purpose of the loan, the request made by the borrowing institution and the Museum's own requirements.

Once the terms have been agreed the relevant agreement can be finalised and signed by both parties.

5.4 Dispatching or Receipting the Transfer or Movement of Materials

Objects, specimens and/or samples should not be dispatched for loan or grant without an agreement having been finalised.

- i. A dispatch 'invoice' (in triplicate) should be completed and signed by the Head of Department, or delegated officer. Refer to [Appendix "b"](#) for an electronic copy of the [Dispatch, Invoice, Receipt form](#).
- ii. One copy is to be retained by the Museum following dispatch.
- iii. Two copies should accompany the object/s being transferred.
- iv. One of these copies should be signed by the borrower on receipt of the object/s and returned to the Museum, and
- v. the other should be signed by the borrower and returned with the object to the Museum at the end of the term of the loan.

Dispatching documentation can also be used in addition to the [Internal Loan Schedule](#) to track the transfer of material between the Museum's own sites and to other external bodies that are contracted by the Museum to undertake work on the Museum's behalf.

Dispatch documentation should be linked or integrated into collection management systems.

The method of dispatch, transfer or transportation of the objects, specimens or material is at the discretion of the Head of Department, or delegated officer. Material will be packed and handled according to museum industry best practice. Highly fragile or valuable objects, specimens or materials may be transported by a Museum courier. Other alternatives include:

- commercial courier;
- regular postal service; or
- registered mail.

Where couriers are necessary, the most cost effective option should be considered, and the payment of costs should be agreed in advance (in writing in the appropriate agreement).

5.5 Insurance

The Museum's collection is insured by RiskCover, the State Government's insurer. The Insurance Policy covers all objects in the Museum's collection at all sites, for all of the Museum's normal operations. Normal operations include object/s under the 'care', 'custody' and 'control' of the WA Museum, such as those object/s on loan to the Museum; deposited with the Museum; or held in custodial care on behalf of another body (subject to certain disclosures to the WA Museum's insurer). This ensures that the WA Museum has the coverage it needs to protect its collection and other objects in its care, custody and control at all times to a standard the WA Museum deems appropriate.

The WA Museum lends to a wide range of borrowers, ranging from large national and international institutions, such as the National Museum of Australia, to small not-for-profit community based organisations, such as the Rottnest Island Museum.

- a. Object/s on loan to **funded organisations** such as local, State or national government museums, would normally require the Borrower to take out insurance coverage for the duration of the loan, including when the object/s are in transit.
- b. The WA Museum may elect to insure the loaned objects on behalf of **non-for-profit community based organisations** that may not have the capacity to arrange adequate insurance coverage.
- c. Object/s or specimens loaned for scientific research are valued according to scientific significance, originality or rarity. It is common in the case of Scientific Loans that the WA Museum elects to insure the loaned specimen/s on behalf of the Borrower.

- 5.2.1 Variances to the Outward Loan Deed standard insurance clauses should be considered on a case-by-case scenario by the relevant delegate (refer to [5.6 – Delegation of Loan and Grant Approvals](#)) and a risk assessment (refer to [Risk Management Policy 2007](#) – Risk Reference Tables) should be conducted, prior to approval.² Variances should be committed in writing to the Borrower, as per stipulated in clause 4.7, Waiver.

A detailed copy of the *Schedule and Environmental Condition Report*, **must be disclosed to the WA Museum’s insurer** through the [Policy and Legal Unit](#) prior to dispatch of the *Object/s*..

The WA Museum may consider the following options when negotiating variances to the standard insurance clauses of the Outward Loan Deed:

- (i) Whereby the WA **Museum elects to insure the loaned object/s** on behalf of the *Borrower*:
 - (a) confirmation that the WA Museum elects to insure the loaned object/s on behalf of the *Borrower* for the term of the Agreement must be put in writing to the *Borrower* by the relevant delegate.
 - (b) the *Borrower* should also be **informed in writing prior to the commencement of the loan** that even though the WA Museum may elect to insure the loaned objects whilst in the borrower’s care, custody and control, the insurance policy is between the WA Museum and RiskCover and cannot be extended to cover the legal liability of the borrower. RiskCover may exercise its right of recovery from a third party where the third party has caused damage to or loss of a WA Museum object.

Important - The following wording has been developed in accordance with RiskCovers’ recommendations and **must** be included in correspondence to the Lender whereby the Museum has elected to insure the loaned object/s.

Pursuant to clause 2.19, (a) of the Outgoing Loan Deed, the WA Museum (*Lender*) elects to insure the loaned *object/s* whilst in the *Borrower’s* care, custody and control.

The insurance policy is between the WA Museum and RiskCover and does not extend to cover the legal liability of the *Borrower*. RiskCover may exercise its right of recovery from a third party where the third party has caused damage to or loss of a WA Museum *object/s*.

- (ii) On a case by case scenario, the Museum may **elect to insure the loaned object/s on a cost recovery basis**. For particulars on how to calculate the Museums fees, please contact the [Policy and Legal Unit](#). Criteria 5.5.1 (a) and (b) should also be adhered too.
- (iii) Any other variations to the standard insurance clauses and/or options provided above must be referred to the Policy and Legal Unit for consultation with RiskCover.

5.6 Delegation for Outward Loan and Grant Approvals

Approval for the lending or granting of objects, specimens, samples or materials will be on the following basis:

DELEGATION OF LOAN AND GRANT APPROVALS

² Loss or damage to an Object/s of significant value would result in higher premium for the Museum if a claim was made.

(Aligned with Financial Delegations)	
Head of Department	<ul style="list-style-type: none"> • Grants that do not constitute a de-accession. • Outward loans for scientific purposes for all non-type, or non-primary type specimens. • Outward loans for exhibition to the total value of \$10,000.
Executive Director Collection and Content Development	<ul style="list-style-type: none"> • Outward loans for scientific purposes for all primary type specimens, or type specimens, with notification to the Chief Executive Officer (CEO) (except for meteorites³). • Outward loans for exhibition to the total value of \$10,001 to \$50,000, with notification to the CEO for the lending of highly significant or iconic objects, as well as object/s being transferred interstate or overseas.
CEO	<ul style="list-style-type: none"> • Outward loans for exhibition to the total value of \$50,001 to \$250,000.
Trustees	<ul style="list-style-type: none"> • Grants that constitute a de-accession on the advice of the Head of Department • Grants involving the destruction of a whole accessioned specimen or object constitute disposal and de-accessioning principles should be followed. • Outward loans for exhibition to the total value of \$250,001 or more.

5.7 Grants may constitute Disposal/De-Accessioning

The decision to dispose of, or de-accession an object or specimen of the State Collection by exchange, sale, gift, grant or destruction is the responsibility of the Board of Trustees of the Museum.

Grants involve the destructive analysis or invasive sampling of specimens, resulting in irreversible changes to the specimen and sometimes the total destruction of the object/s. Grants may involve the destruction of a part, or whole of an accessioned object/s.

Where grants involve the **destruction of a whole accessioned specimen or object**, the grant should be treated as a disposal and should follow principles and procedures for de-accessioning. This requires the authorisation of the Board of Trustees. The Board of Trustees meet bi-monthly. Bodies making requests for grants involving the destruction of an accessioned specimen or object need to be aware of the timeframes associated with such approvals.

6. Process – Inward Loans to the Western Australian Museum

Generally speaking loans made to the Museum by institutions for either research or exhibition will involve procedures and an agreement provided by the lending institution, which the Museum will follow.

In instances where the Museum 'hires' a temporary exhibition from another institution or organisation, the procedures and contractual arrangements are governed by the body offering the exhibition for hire.

Where the lending institution does not provide an agreement setting out the terms and conditions of the loan, or the loan is made by an individual, the Museum will follow its own procedures (as

³ For meteorites, sub-sampling can be undertaken without compromising the 'type' therefore there is no need to refer decisions on meteorites to the Executive Director for Collection and Content Development.

follows) and the contractual agreement will be in the format provided in [Appendix 2 - Inward Loan Deed](#).

The request for material related to an exhibition is most likely to be made informally in the first instance by the Head of Department. The request should then be confirmed in writing by the Head of Department, or Director/Executive Director/Chief Executive Officer, whichever is most appropriate. This will depend on, from whom the loan is being sought, the exhibition for which it is being sourced, and the monetary value of the material concerned.

The request should set out the following details where relevant:

- i. title of the exhibition and its venue and dates;
- ii. organiser's name, address and contact details;
- iii. scope/purpose of the exhibition and why the object/s have been included;
- iv. term of the loan and any option for extension;
- v. touring details;
- vi. details of object/s being requested;
- vii. transportation arrangements;
- viii. insurance/indemnity arrangements;
- ix. related publications; and
- x. facilities provided for the protection and care of the object/s.
- xi. form of lender acknowledgement;
- xii. permission for copyright and reproduction.

7. Custodial Care by the Western Australian Museum

Requests for the Museum to take 'custodial care' of object/s on behalf of an individual, community or organisation are not limited to but most likely to involve object/s of Aboriginal or Indigenous cultural heritage importance.

Requests should be made in writing where possible, with the agreed terms and conditions of the custodial arrangements set down in a plain English contract. [See Appendix 5 which provides the standard Custodial Care Deed](#).

8. Deposits made to the WA Museum

From time to time, members of the public deposit object/s, specimen/s and materials with the Museum for identification, comment, attribution, conservation, or to be otherwise examined and recorded and then usually returned to its owner. Such deposits are processed using an [Item/s Submitted for Information, Identification or Conservation Form](#), refer Appendix "a".

Regulation 9 of the Museum Regulations 1973, provide for the following:

9. Unclaimed Specimens

- (1) Where a specimen or other thing has been received on behalf of the Museum for the purposes of identification or for a similar purpose and at the time it was received no undertaking was given to return it to the person from whom it was received, the Director may, at his discretion, retain that specimen or other thing for Museum use or he may destroy or dispose of it as he thinks fit if it is not reclaimed from the Museum within 30 days of its receipt.
- (2) No liability arises in respect of the destruction or disposal of a thing carried out in pursuance of this regulation.

The Museum's normal procedures for 'returning' a deposit involve making it available for collection at an agreed location. In certain circumstances, the offer might be made by the Museum to 'return' the object/s by post.

Every endeavour should be made by Museum officials when accepting a deposit to establish whether or not the person or organisation making the deposit wishes to have the object/s returned by way of collecting the object/s or specimen/s following its identification, attribution, conservation or examination.

The depositor should be made aware of the likely timeframes for having the specimen identified, attributed, conserved or otherwise examined and the Museum's right pursuant to the regulations to dispose of an object/s should it be unclaimed.

Materials, specimen/s, object/s, artefacts or relics that are covered by the provisions of:

- i. Part VI of the *Museum Act 1969* (Meteorites);
- ii. section 6 and 7 of the *Maritime Archaeology Act 1973*; or
- iii. the *Historic Shipwrecks Act 1976* (C'wth), may not be returned to the depositor, should they be found to rightfully be the property of the Crown vested in the Museum or the Commonwealth.

9. Contact details

The person who has day-to-day responsibilities for this policy:

Position:	Director, Strategic Planning and Policy Development
Telephone:	9212 3786

10. Appendices

Forms and Deeds/Agreements are available upon enquiry.

DEEDS/AGREEMENTS

1. Outward Loan Deed
2. Inward Loan Deed
3. Deed of Gift
4. Grant for Destructive Analysis
5. Custodial Care Deed
 - Proposal
 - Return/Retrieval Form
 - Proposal Decline
 - Extension Approval
6. Scientific Research Loan Letter of Agreement
7. Internal Loan Schedule
8. Delegation of Authority for Grant and Loan Approvals

FORMS

- a. Items for Information, Identification or Conservation - This electronic format has been uploaded for your reference only. **Please continue to use the carbon copied printed booklets.**
- b. Dispatch, Invoice and Receipt Form - This electronic format has been uploaded for your reference only. **Please continue to use the carbon copied printed booklets.**

- c. Conservation Condition Report
- d. Environmental Condition Report