



**Manuscripts & Archives Research Library
and
Early Printed Books & Special Collections Department**

**LOAN(S) FOR EXHIBITION PURPOSES
Form 2
CONDITIONS OF LOAN**

1. General

1.1 The loan of any material from Trinity College Library Dublin is subject to the Library's loan policy (attached) and to detailed conditions set out below.

1.2 Subject to these terms, the material shall continue on loan to the Borrower for the duration of the exhibition as agreed.

1.3 Trinity College Library Dublin reserves the right to recall the material at any time.

2. Expenses

2.1 The Borrower accepts the responsibility to pay, promptly and upon demand, all agreed expenses relating to the preparation of the loan, packing, transport (including the expenses of any Trinity College Library Dublin escorts, appointed in accordance with Clause 6 of this Agreement), customs, insurance, exhibition and custody arising from this Agreement.

2.2 Where requested by Trinity College Library Dublin, the Borrower will accept responsibility for agreed costs incurred in the preparation of the loan of the material. If the loan of the material is cancelled either due to the failure of the Borrower to comply with the terms of this Agreement, or at the instigation of the Borrower, the Borrower will be liable for any cost already incurred in the preparation of the loan of the Material.

3. Packing

3.1 Trinity College Library Dublin will prepare the material in packing considered to be safe and adequate for the purpose of shipping the material to the Venue.

3.2 For its return, the material will be packed in exactly the same way as received and with the same cases, packages, pads and other furnishings, unless a change is expressly authorised in writing by Trinity College Library Dublin. All packing materials should be stored during the loan period in a place fully conditioned to the same temperature and relative humidity levels as those under which the material itself is stored or displayed.

3.3 If no packing case exists for transportation of the material the costs of the supply of a new case will be paid for by the Borrower.

4. Transport

4.1 Trinity College Library Dublin and the Borrower will mutually agree the transport arrangements. However Trinity College Library Dublin reserves the right to appoint its own transport agent, to specify the transport programme to be employed and to object to a specific agent/route without stating its reasons. The vehicles and other equipment used for handling the material must be suitable for the specialised work involved. The truck used for overland transport must have climate control, air-ride suspension and two drivers. If the material is transported by air, it will be transported by hand-carry with two Couriers appointed by Trinity College Library Dublin.

4.2 The material must be secured for travel in the position requested by Trinity College Library Dublin. The material must be delivered immediately to the Venue at whatever time of the day or night, both on arrival and return, regardless of possible delays.

4.3 The material must remain packed in the Venue for at least 24 hours after delivery to acclimatise, unless otherwise required by Trinity College Library Dublin.

4.4 Trinity College Library Dublin may terminate this Agreement with immediate effect where there is a failure on the part of the Borrower to comply with the provisions of this Clause 4.

5. Customs Formalities

5.1 Customs formalities should be cleared by Trinity College Library Dublin or its authorised agent at the premises of final packing, before dispatch. The Borrower is responsible for making every effort to ensure that customs examination is made only on its premises on arrival. The Borrower will be responsible for custom formalities arising upon the return of the material to Trinity College Library Dublin, which must be agreed by Trinity College Library Dublin.

5.2 The material must not be unpacked at any point on the journey to and from the Venue, unless insisted upon by Customs.

6. Courier

6.1 The material will be accompanied by one or in the case of hand-carry via air transport, two of Trinity College Library Dublin's officials (the "Courier") on both the outward and the return journey and when the exhibition is moved from one site to another unless otherwise agreed by Trinity College Library Dublin. The duty of the Courier is to supervise all stages of the transport of the material

and to ensure that the packaged material is carefully handled and remains unopened until arrival at the Venue and vice versa for the return journey.

6.2 The Borrower agrees to reimburse Trinity College Library Dublin for costs incurred in relation to the Courier, including an amount equivalent to one business class return ticket between Dublin and the Venue and all other reasonable fares, accommodation and travel expenses.

6.3 The Borrower will provide written assurance that the agents organising the transport of the material will permit the Courier to supervise all details relating to the transportation of the material.

6.4 Where Trinity College Library Dublin forms the view that an armed escort is required to accompany the material on all or part of the journey to and/or from the Venue, the Borrower will be responsible for all costs incurred in relation to the armed escort, including fares, accommodation and travel expenses.

6.5 Unless otherwise agreed, the supervision of the installation of the material by the Courier is a condition of loan. The material will be installed in a secure display case within which it shall remain during the course of the exhibition.

6.5 Couriers must receive adequate expenses for a minimum of two days' stay (i.e. one night) in the United Kingdom, three days' in the rest of Europe (i.e. two nights), and six days' (i.e. five nights) or a longer period for more distant countries. If the Borrower offers a per diem rate that is less than Trinity College Dublin's officially regulated rate, Trinity College Library will require that its rate be used.

6.6 The Borrower will, furthermore, pay the travel and subsistence costs of one or more of Trinity College Library Dublin staff, as and if deemed by Trinity College Library to be necessary, for any or all of the following purposes:

- a. to inspect the place of deposition of the material prior to the execution of this Agreement. Trinity College Library Dublin reserves the right to refuse the loan of the material if proper conditions are not met. For the avoidance of doubt, where the loan of the material is refused under this sub-paragraph, the Borrower will still be liable to pay the accrued travel and subsistence costs of Trinity College Library Dublin staff.
- b. to handle the material in its place of housing.
- c. to inspect the material from time to time should Trinity College Library Dublin deem this to be necessary.

7. Condition Report & Care

7.1 The Borrower will exercise due skill, care and diligence in the custody, handling, transport, unpacking and repacking of the material.

7.2 The material will remain in the condition in which it is received by the Borrower. The material will not be repaired, or altered in any way, except with the written agreement of Trinity College Library Dublin.

7.3 Should an emergency require immediate intervention in order to protect the material from greater damage, the Borrower must adopt such measures as it considers prudent and necessary to stabilise or reduce the damage, informing Trinity College Library Dublin of these measures without delay.

7.4 Trinity College Library Dublin will prepare a condition report before packing. The Borrower, upon unpacking, will acknowledge immediately the receipt of the material.

7.6 On receiving the material the Borrower will check the condition report noting any changes in the condition. The material will be inspected by a member of staff from the Venue along with Trinity College Library Dublins' courier or representative, in order to agree the condition on arrival and departure, appending the information to the original condition report provided by Trinity College Library Dublin. The same procedure will be adopted on any occasion when the material is transferred to another institution/venue of the exhibition.

7.7 Any evident change in the condition of the material, either in transit or during exhibition, will be reported immediately to Trinity College Library Dublin (by telephone in the first instance, then within 48 hours a detailed report with full particulars of the incident and photographs must be sent by facsimile with a further copy of this report to be sent by post)). Unless, as provided in Clause 7.3, it is necessary to move the material for protection from further damage, the Borrower shall wait for instructions from Trinity College Library Dublin. Where possible photographic documentation of damage should be recorded by the Borrower before the material is moved. Should Trinity College Library Dublin consider that the material should be examined by one of its officials the expenses incurred in connection with such an examination shall be borne by the Borrower.

8. Physical Environment

8.1 The Borrower undertakes to maintain constant and adequate protection of the material from the hazards of fire and flood, exposure to excessive light levels or harmful radiations, extremes of temperature and relative humidity, insect attack and pollution. The Borrower will also notify Trinity College Library Dublin in writing of any unusual environmental exposure.

8.2 Trinity College Library Dublin reserves the right to define specific conditions relating to item 8.1 above, and to require that the Borrower undertake to maintain environmental conditions within pre-agreed limits.

8.3 All material on loan from Trinity College Library Dublin must be provided with a stable environment. Unless otherwise stated this will be a temperature in the range of 18 - 24°C and relative humidity in the region of 45 – 65% with

fluctuation of no more than 5% per hour. In the case of parchment material the conditions must be maintained at 18 - 22°C and 50 – 55% relative humidity.

8.4 Unless otherwise specified by Trinity College Library Dublin, the material may not be exposed to light levels over 50 lux, with ultraviolet levels below 10 microwatts per lumen. Under no circumstances must sunlight be allowed to shine directly onto the material. Lights should only be left on during opening hours to reduce length of exposure.

8.5 Under no condition should smoking, eating or drinking be allowed near the material.

8.6 The Borrower will ensure that the construction of the exhibition space and installation of display cases and any other work required to prepare the Venue for installation of the material has been completed before the material arrives at the Venue. Installation may not take place while areas of the Venue are under construction. The borrower will provide details of the display case in advance of the loan.

8.7 Exhibition cases must be stable, ensuring the material is protected from vibrations or knocks, and must be completely secure; access being controlled by means of locks. For very high value items cases should be fitted with alarms which respond to vibration and interference with the locking mechanisms.

8.8 Any paintwork to the exterior of the case must be completed at least seventy-two hours prior to installation of the material. Any paintwork to the interior of the case must be completed at least 3 weeks before installation.

8.9 All materials used in the exhibition cases must be inert, preferably metal or glass. No compound wood products should be used, although zero-formaldehyde Medium Density Board (MDF) is acceptable. Internal linings must be museum quality and fixed with staples or equivalent, not glued. Any glass used in the case must be a minimum of 7.5mm thick laminated glass. If the material on loan is of very high value the laminated glass must be at least 11.5mm thick.

9. Security

9.1 The Borrower agrees to be responsible for the location in which the material is kept, which is to be guarded by a sufficient number of security guards 24 hours of the day or with a system of interior electronic alarms which are activated while the Venue is not open to the public. During the hours that the Venue is open to the public, there should be a security guard at every entrance and exit to the Venue building.

9.2 Access to the Venue building must be restricted during the hours when it is closed to the public. The access to the areas in which the material is located, during packing or unpacking and installation, must be limited to those persons immediately involved and who can be duly identified.

9.3 The Borrower must immediately notify Trinity College Library Dublin of any theft or breach of these security provisions during the period of loan of the material even if the material is not directly affected.

9.4 The Borrower must undertake to maintain constant and adequate protection of the material to minimise the risk of theft and damage.

9.5 Trinity College Library Dublin or its authorised agent retains the right to inspect all environmental and security measures taken to comply with this Clause 9 both prior to and during the period of the loan of the material without prior warning.

10. Insurance

10.1 Unless otherwise agreed in writing, the Borrower will insure the interest of Trinity College Library Dublin in the material on a 'nail-to-nail', agreed value, and All Risk insurance/indemnity including terrorism cover, basis. Trinity College Dublin reserves the right to nominate its own insurer.

10.2 Trinity College Dublin may, at its sole discretion, waive the requirement set out in Clause 10.1 and may agree to accept an appropriate indemnity from the Borrower.

10.3 The Borrower will submit a copy of its insurance policy or the appropriate indemnity to Trinity College Library Dublin for approval no later than four (4) weeks prior to the removal of the material from the Library.

10.4 In the event of total loss, the policy or indemnity should provide for coverage of the declared value as specified in the Certificate of Insurance or indemnity.

10.5 In the event of partial loss, the policy of indemnity should provide for the cost of replacing or repairing the material, and depreciation (an amount equal to the reduction in the market value of the material after repair). Salvage rights remain with Trinity College Library Dublin.

10.6 Damage or loss is assessed by mutual agreement or, failing that and without prejudice to the rights of the parties, by two adjusters chosen by the two parties respectively. In the event that the two adjusters do not agree, they will appoint a third adjuster with a casting vote. The three experts shall work together and their decisions will be taken by a majority vote.

11. Photography and Reproduction

11.1 The material must not be individually photographed, filmed, televised or reproduced, without the prior consent of Trinity College Library Dublin, although there is no objection to general views of an exhibition being taken for press and

publicity purposes. Separate application must be made for any other purposes to the Librarian of Trinity College Library Dublin.

11.2 Filming and/or photography is not permitted at any time during packing or unpacking, condition checking, installation and de-installation, when the material is being handled in transit, or in any other circumstances where in the Courier's opinion the safety of the material might thereby be compromised.

11.3 Trinity College Library Dublin assumes no responsibility for clearing copyright with third parties.

11.4 When a catalogue is produced in conjunction with an exhibition Trinity College Library Dublin will require 2 copies to be sent to the Library for the attention of the Librarian.

11.5 The official credit line for the Item is 'By permission of The Board of Trinity College Dublin'. The Borrower will include the official Trinity College Dublin credit line on the wall label and in the catalogue and related publications.

12. Purpose of Loan

12.1 The Borrower will only exhibit the material at the places and for the duration specified in these terms and conditions. The Borrower will keep the material in its possession, unless otherwise agreed by Trinity College Library Dublin in writing. The Borrower will not loan the material to any other person whatsoever without the prior written consent of Trinity College Library Dublin.

13. Return of material

13.1 Upon termination of the loan the Borrower will return the material to Trinity College Library Dublin, or to such other place as the Library may advise in writing prior to termination of the loan.

13.2 Prior to the dispatch of the material, Trinity College Library Dublin and the Borrower will agree the method of shipment which is to be confirmed on dispatch.

14. Governing Law

14.1 This Agreement will be governed by the laws of Ireland and any disputes arising hereunder will be submitted to the jurisdiction of the Irish courts.

Signed: _____ Date: _____

Name and Title: _____

Official Position: _____