

## **CONDITIONS FOR LONG TERM LOANS FROM THE HARRY RANSOM CENTER**

### **Staff Contact**

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### **I. Loan Program Overview**

The Harry Ransom Humanities Research Center will consider loan requests of objects and works of art from selected collections to the State Government (specifically those of the Governor, Lt. Governor, and Secretary of State) and the University of Texas offices and official residences (specifically those of the Chancellor, System Offices, President, Provost and Deans) provided the facilities meet security and environmental condition standards.

The benefit of increased public access to its collections through loans must be measured against the demands of the Ransom Center's exhibition programs. Each loan request will be judged on its own merits, the purpose of the loan in relation to the value and condition of the material requested. Special consideration is given to the physical conditions the work must endure throughout the loan.

All loan requests are subject to formal approval procedures and are considered on merit and contribution to the humanities. This document outlines the request and approval procedure for borrowing work from the Center, and establishes the conditions that a borrower must meet in order to receive loan approval.

### **II. Long Term Loan Request**

Requests for long term loans are preferably made in writing to the Director at least four months in advance of the anticipated installation date and will be filled as staff time and workloads permit. Please include the following information in your request:

- State the importance, contribution, and relevance of the loan to the humanities, and who would be the anticipated audience of the works.
- Location of display including building, room number, and function of the space.
- Approximate number of works requested for loan.
- Name, title, and contact information of the person who will be the named borrower on the loan agreement. The borrower must have institutional authority for the department.
- Name, title, and contact information of the person who will be the working contact for the Registrar.

### **III. Approvals Procedure**

1. Ransom Center Director and/or Curators receive long term loan requests. Long term display loans typically require at least four months to process between the time of the request and the date the work is installed at the site.

2. Registrar will respond to the potential borrower with preliminary loan information and check that the administration and preparation of the loan can be scheduled into the Center's workload.
3. Registrar will arrange for Ransom Center staff to visit the proposed site and evaluate it for suitability for original art works.
4. Once the site is approved by Ransom Center staff, the Registrar will make an appointment for representatives of the borrower to choose artwork from Ransom collection items that have been designated available for loans.
5. After artwork is chosen, the Registrar will arrange for an assessment of the artwork by Ransom Center Conservation and Curatorial staff to determine suitability for loan. Costs are assessed at this time.
6. After approval by Conservation and Curatorial staff, the Registrar communicates with the borrower details and costs of the loan.
7. After approval by the borrower of costs and other particulars, the Registrar will issue a formal request to the Ransom Center Director for approval of the loan based on curatorial and conservation recommendations.
8. After approval by the Director, the Registrar will prepare the Loan Agreement forms and invoice for loan fees. The Registrar will notify Conservation and Curatorial staff of the loan approval to enable preparation of the materials for loan.
9. Curatorial staff will submit digitization requests for any works that have not been digitized.
10. A signed Loan Agreement form must be on file and loan fees must be paid prior to installation.
11. Registrar arranges with the borrower an appointment for artwork installation.
12. Upon installation, the Registrar completes Loan Receipt and Memo of Transfer with borrower and notifies Ransom staff of completion of loan process.

#### **IV. Materials for Loan**

Collection materials may not be available for loan if they are too fragile or valuable, or if they are currently required for research or in-house exhibition purposes. For preservation reasons, paper items or works on paper cannot be considered for long term loans. Borrowers may also arrange for digital reproductions of collection materials. (see 'Loan Alternatives' section below). An approved and installed loan may be recalled at any time.

#### **V. Environmental Conditions**

Ransom Center Conservation staff will perform an on-site assessment of the proposed location before the loan is approved. The Registrar will make arrangements with the borrower for this assessment. The site of the proposed loan must meet Ransom Center environmental condition standards:

- Maintain a temperature of 70° F plus or minus 2 ° F
- Maintain relative humidity of 50% plus or minus 5%
- Maintain low light levels for the life of the loan. No direct sunlight or direct light from lamps. Turn off all lighting when room is not in use. Close blinds.
- The site must provide 24-hour physical and/or electronic security for the protection of the works. All original artwork is glazed and backed and is mounted with security hardware. Required security hanging may make additional holes in the wall necessary.

- The work must be maintained in a building equipped to protect the work from fire, smoke, or flood damage, and from insects, vermin, dirt or other environmental hazards.
- The borrower will not allow the storage, serving, or consumption of food and/or beverages in the spaces where the works will be stored or displayed.

**VI. Damage or loss / Preservation standard**

Materials loaned are fully assessed by a conservator before being sent out on loan. The borrower will receive a condition report at the time the work is installed.

- Works borrowed shall be given special care at all times to insure against loss, damage, or deterioration. The borrower will exercise the same care with respect to the work as they do in the safekeeping of their own works.
- If damage or loss is discovered, Bunnie Twidwell is to be notified immediately. Ransom Center staff will prepare a full written report, including photographic documentation of the damage or loss.
- *The borrower is responsible for costs associated with any damage to the works and for works that are deemed missing while on loan.*
- No work may be altered, cleaned, or repaired without the written permission of the Center.
- Objects must be handled only by Ransom Center staff and will be secured from damage and theft by appropriate brackets, railings, display cases, or other responsible methods.
- The borrower agrees to any special requirements for installation and handling stipulated by the Center.
- The borrower agrees that construction activities will not take place in close proximity to the works. If any construction and/or painting are to take place in the display area it is the borrower's responsibility to contact the Registrar and arrange for the works to be moved to a place of safety. Ransom Center conservators will determine the time frame of return of the works in order to ensure that hazardous fumes do not affect them.

## VII. The Loan Agreement — responsibilities of the borrower

Provided the Director authorizes the loan, the registrar will prepare a formal Loan Agreement setting out the responsibilities of the borrower in connection with the loan. The standards that must be met are strict and meet the requirements of the Ransom Center and The University of Texas Office of Risk Management, which ultimately accepts the risk of loss or damage to the collection. The signatory on behalf of the borrower must be of appropriate institutional authority to sign the Loan Agreement. *The loan agreement may not be altered without the written approval of both parties.* A signed Loan Agreement form must be on file and loan fees must be paid prior to installation.

## VIII. Deadlines

Any long term loan request will be considered cancelled if 90 calendar days elapse without:

1. Borrower approval of loan costs
2. Return of signed Loan Agreement from borrower for new or renewed loans
3. Return of loan approval from the Ransom Center Director
4. Return of loan approval from Curatorial or Conservation staff

Registrar will verify cancellation and notify all parties of the dissolution of the loan request.

## IX. Loan Fees

The borrower is responsible for the following costs associated with the loan:

- A loan fee of \$250 per work will be assessed for long term loans. The loan fee includes administrative, installation and digital reproduction costs.
- The borrower is also responsible for any loan-specific conservation treatments and for any requested matting, framing, or special display equipment.
- All original paintings are glazed and backed for their protection before being loaned. If the borrower chooses a work that is not already glazed and backed, the borrower will be responsible for the costs to have this work done. Ransom Center staff will furnish an estimate for approval from the borrower prior to the work being done.
- The borrower is responsible for the cost of any required special transportation to install, move or de-install loaned items.
- All long term loans will be re-assessed every three years from the inception date of the loan. A loan renewal fee of \$125 per item will be assessed if the loan is authorized to be renewed. (see the 'Loan Duration' section below)
- Fees may also be assessed for use of images in publications or publicity materials. (see the 'Reproduction and Credit' section below).
- If the site of the loan is one associated with an entity other than the University of Texas or the State Government, the borrower will be responsible for providing insurance coverage for the artworks. (see 'Fine Arts Commercial Insurance' below)
- The borrower will be responsible for appraisal fees if an appraisal is required for insurance purposes. (see the 'Insurance Valuations' section below)

An invoice itemizing loan fees will be sent along with the loan agreement. **Payment is due prior to the installation; the works will not be installed unless payment has been received.**

**Once remitted, loan-processing fees are non-refundable regardless of circumstance.**

**X. Installation and Relocation**

Installation will be coordinated by the Ransom Center Registrar with the borrower. *Ransom Center staff must carry out any post-installation adjustments to loaned Ransom Center collection materials including relocation, maintenance or removal.* If special transportation is required to install, de-install or move collection materials, the transportation will be at the expense of the borrower.

**XI. Loan Duration**

The duration of the loan will depend upon the physical nature of the material involved, its condition and other demands for its use. *The Ransom Center has the right to recall any work at any time for any reason.* Every three years from the inception date of the loan, the Registrar will make an appointment for a conservation check up of the artworks by a Ransom Center conservator. If the works are deemed fit and the borrower desires to continue the loan, the Registrar will issue an updated loan agreement renewing the loan. A loan renewal fee of \$125 per item will be assessed to the borrower.

**XII. Termination of the Loan**

Either the Ransom Center or the borrower may terminate the Loan Agreement at any time. The Center recognizes that a borrower may cancel a loan, or other circumstances may prevent the loan from taking place or continuing as planned. **Once remitted, loan-processing fees are non-refundable regardless of circumstance.** The Registrar will make arrangements for the retrieval of the work. If special transportation is required to pick up the work, it will be at the expense of the borrower.

**XIII. Fine Arts Commercial Insurance**

With the exception of specific locations, works loaned to UT owned properties and State of Texas government offices are covered by the University of Texas Fine Arts insurance policy.

Borrowers not part of the UT system will insure the work(s) at the borrower's expense for the aggregate value stated on the Center's loan agreement under an all risk, "wall to wall" policy with no deductibles; subject to the standard exclusions of fine arts commercial insurance.

- The borrower will supply the Ransom Center with a certificate of insurance from a well-established carrier specializing in fine arts commercial insurance naming the Center as insured under the borrower's policy prior to the installation of the loan. **Failure to provide a certificate of insurance from an established carrier in advance of installation will result in the cancellation of the loan.**
- The borrower will notify the Ransom Center in writing at least thirty (30) days prior to any cancellation or meaningful change in the borrower's policy. Any lapses in coverage, any failure to secure insurance and/or inaction by the Center will not release the borrower from liability for loss or damage.

**XIV. Insurance Valuations**

Insurance valuations for works requested for loan will be supplied by the Ransom Center after a formal loan request has been made and where requested prior to approval of the loan. The Center reserves the right to re-value any of the works at any time, to take into account

changes in the market value of the works. If necessary, an appraisal may be needed to determine a current market valuation. This cost will be the responsibility of the borrower.

**XV. Reproduction and credit**

- Each work will be labeled and credited to the Harry Ransom Center, The University of Texas at Austin in the exact format provided on the loan agreement, both for display labels and publication credits. The Ransom Center will provide labels for the works that include a credit line.
- For specific photography and publication use questions, please visit the 'Policies, Forms, and Fees' section on the Center's web site: [www.hrc.utexas.edu/research/forms/](http://www.hrc.utexas.edu/research/forms/)

**XVI. Loan Alternatives**

If the environmental conditions do not meet Ransom Center requirements, according to the fee schedule at: [www.hrc.utexas.edu/research/forms/](http://www.hrc.utexas.edu/research/forms/), the borrower may arrange for a digital reproduction of Ransom Center collection works. The digital reproduction becomes the property of the borrower and is their responsibility for framing and hanging. Digital reproductions are not subject to Loan Agreements, conservation assessments or exhibition fees. For more information contact the Ransom Center Curatorial Staff.

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