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:

“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 are 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.