

Chapter 5: Outgoing Loans

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BASIC REQUIREMENTS FOR NPS OUTGOING LOANS

Outgoing loans must further the NPS mission of preservation, education, and research.

You may loan objects to:

- educational, cultural, or scientific institutions
- service-providing organizations, such as conservation labs or exhibit preparation firms
- NPS centers and non-NPS repositories for collections management

Loans to private individuals are prohibited.

Make sure that the borrower can insure, secure, and transport loaned objects properly.

All loans must have a specific termination date. Limit repository loans to 10 years with a renewal option. Limit all other loans to 3 years or less.

Enter all loans into ANCS+. Print the loan forms from ANCS+.

Record condition for all objects in a loan. Recording object condition for loans to repositories is optional.

Complete an Outgoing Loan Agreement, Form 10-127 Rev. for all loans, and attach the Conditions for Outgoing Loans, Form 10-127a.

The superintendent must approve all loans and sign the loan agreement.

Store all loan documents in an optional loan folder or the accession folder.

Track loans by ending date or loan extension date.

CHAPTER 5: OUTGOING LOANS

A. Overview

1. *Why does the National Park Service make outgoing loans?*

Outgoing loans of museum collections further the National Park Service (NPS) mission of preservation, education, and research. Parks also make outgoing loans to repositories for the purposes of long-term collections management and storage. Outgoing loans give borrowers temporary custody, not title.

2. *Who must follow this chapter?*

The staff person responsible for the museum collection must follow this chapter when loaning museum objects. These procedures ensure that the collections are appropriately managed and that the NPS and the borrower are legally protected.

Refer to Chapter 2, Accessioning, in this handbook for procedures on incoming loans.

B. General Information on Loans

1. *For what purposes may I lend museum objects?*

You may lend objects from the park museum collection for purposes such as

- exhibition
- research
- scientific or exhibit preparation
- analysis
- photography
- conservation or other requested services
- long-term collections management and storage

2. *How long may I lend museum objects?*

<i>If you are lending...</i>	<i>Limit the loan to...</i>
to NPS and non-NPS repositories	10 years
to any other institution or organization	3 years

All loans must have a specific termination date. If a borrower requests an extension, you may grant it if you follow Section F.3 in this chapter.

Repository loans remain at the designated repository until you ask for them back, but you must renew them every ten years. The repository must return the loan if it is unable to meet the terms of the agreement.

3. *To whom may I lend museum objects?*

You may lend museum objects to several different types of recipients:

- educational, cultural, or scientific institutions (for example, NPS park museums, non-NPS museums, historical societies, universities, research institutions, and other organizations)
- service-providing organizations (for example, NPS and non-NPS conservation and analytical laboratories or exhibit preparation firms or contractors providing these services)
- NPS centers for collections management (including cataloging and storage)
- non-NPS repositories for collections management (including cataloging and storage)
- other NPS divisions, offices, and units

You may not lend museum objects to private individuals.

4. *Must I catalog objects before lending them?*

Catalog the following objects before you lend them:

- objects lent for exhibit or exhibit preparation
- objects lent for research or analysis (if you don't catalog them, at least document them adequately—for example, in a field specimen log)
- objects lent for photography or conservation (if items need conservation treatment for identification purposes, document these objects adequately—for example, in a field specimen log)
- objects lent to repositories, unless the purpose of the loan includes cataloging

5. *Who makes the loan?*

As the staff person responsible for the museum collection, you must review all potential loans and make recommendations to the superintendent.

The superintendent approves or disapproves all loans.

Once the superintendent approves the loan, you make all arrangements.

Consult the regional/support office (SO) curator before making loans to repositories. Some regions may have a regional mandate to send archeological or natural history collections to a specific repository.

For loans to non-NPS repositories, send an informational copy of the loan agreement to the regional/SO curator.

6. *How do I document a loan?*

You must use the Outgoing Loan Agreement, Form 10-127 Rev. (Figure 5.3) to document loans. Attach the Conditions for Outgoing Loans, Form 10-127a (Figure 5.4) to the agreement. The outgoing loan agreement is a formal, legal agreement that transfers custody for a specific period of time. This agreement protects both parties by specifying the conditions of the loan.

Refer to Section D in this chapter for more information on the outgoing loan agreement.

C. Outgoing Loan Considerations

1. *May I make third-party loans?*

No. The NPS doesn't permit third party loans. You may lend only the objects the museum owns.

Your superintendent may grant NPS repositories blanket approval to make third party loans for routine conservation or research. Note this authority in the additional loan conditions section of the loan agreement.

Your superintendent may grant NPS conservation treatment facilities the authority to initiate third party loans for contract conservation treatment. Note this authority in the additional loan conditions section of the loan agreement.

2. *Are there special procedures for loans between parks?*

Your park as the lender must follow the outgoing loan procedures in this chapter.

If your park is the borrower:

- treat the loan as an incoming loan
- use the lending park's outgoing loan agreement in place of an incoming loan agreement
- follow all other incoming documentation procedures as outlined in Chapter 2 of this handbook
- place the accession number assigned to the incoming loan on the lender's outgoing loan form

3. *Do I need a special agreement for loans to non-NPS repositories?*

No. Use the Outgoing Loan Agreement, Form 10-127 Rev. (Figure 5.3) to cover the objects on loan to the non-NPS repository.

<i>If...</i>	<i>Then...</i>
you are paying the repository for collections management services,	in addition to the loan agreement, you'll need a contract for the services.
the park will have a substantial involvement in the collections management activities, such as park staff on site assisting the repository,	you may need to have a cooperative agreement.

Refer to Director's Order #20: Agreements for information on cooperative agreements.

4. *Must I inventory objects on outgoing loan?*

Yes. Objects on loan are subject to NPS inventory procedures as outlined in Chapter 4. During the first year of a loan, the loan agreement serves as verification for inventory purposes. After the first year, the borrower must make objects available for you to inventory. The borrower may verify in writing or by phone the presence and condition of objects in your inventory.

In addition to inventory, all loans should include a regular monitoring schedule.

5. *Are objects on loan subject to NPS collections management policies?*

Objects on loan remain subject to NPS museum management policies. Federal policies and mandates governing NPS museum collections take precedence over state and local laws and regulations.

Non-NPS repositories must meet National Park Service standards for management of museum collections. These standards are outlined in the *NPS Museum Handbook*, Part I (*MH-I*) and this handbook. Standards for storage of federal archeological objects are outlined in 36 CFR Part 79 "Curation of Federally Owned and Administered Archeological Collections." Systematic collections must remain intact.

Non-federal repositories must give you information each year for the park's Collections Management Report (CMR). Refer to Section VIII of Chapter 4 in this handbook for information on non-federal repositories and the CMR.

6. *Where do I get the forms for making outgoing loans?*

Use ANCS+ to print blank or completed outgoing loan forms. Use acid-free paper to print the forms.

Acid-free paper is available from the Supply and Equipment Program of the Museum Management Program (MMP), National Center for Cultural Resources.

7. *What are some things to consider before making a loan?*

Consider loan requests on a case-by-case basis. Be consistent by setting up written park-specific guidelines for using the collection. Use the following questions to help you determine whether a loan serves the public interest.

- Can the borrower meet the conditions of the outgoing loan agreement?
- Does the loan provide greater public, scholarly, and research access to the park's museum collection?
- Has the borrower asked to handle objects during lectures or demonstrations? The superintendent must approve the request in writing and include any necessary instructions (for example, special handling techniques).
- Is the loan being requested for entertainment or social events (for example, tables used for cocktail parties)? Decline any such request.
- Will you be able to monitor the loan?
- Can the object withstand travel? Does it need any special handling, packing and shipping? If there are questions about an object's stability, get advice from a conservator.
- Is the object one of a kind or otherwise so significant that it should not leave your park?
- Is the object subject to any restrictions that might prevent a loan?
- Have you consulted with affected groups?

8. *Are there special requirements for loaning threatened and endangered species?*

Yes. There are special requirements for loans outside the U.S. You don't need a permit to loan threatened or endangered species across state lines. You do need an export permit to loan threatened or endangered species outside the U.S. Depending on the species, you must contact the Fish and Wildlife Service or the National Marine Fisheries Service for a permit. You'll also need to get an import permit to cover the loan return.

For information on permits, contact:

Fish and Wildlife Service
Office of Management Authority
4401 North Fairfax Drive
Room 430
Arlington, VA 22203
800-358-2104

9. *Must I require insurance for outgoing loans to U.S. Government agencies?*

No. Waive the insurance requirement for outgoing loans to U.S. Government agencies and bureaus (other than the Smithsonian Institution). The U.S. Government is self-insured. The Smithsonian Institution will insure your objects on their insurance policy.

To cover any loss to the park, add the following statement under Additional Loan Conditions on the loan agreement:

"The borrower is responsible for any damage or loss and must reimburse the National Park Service for the cost of conservation, replacement, or reduction in value."

10. *Should I require non-federal borrowers to insure the objects in an outgoing loan?*

Insurance is negotiable. You should require insurance for most outgoing loans. The borrower should give you a certificate of insurance that names the park as an additional insured.

You are responsible for updating the value of the objects on loan, if necessary, for insurance purposes.

11. *Should I require non-NPS conservators to have insurance?*

Many conservators carry insurance. As part of the contract, you can require conservators to cover the cost of insurance while an object is in their care.

D. Documenting Loans

You are responsible for documenting the loan transaction to ensure accountability for the objects. You, as the lender, must maintain all the original documentation.

For an overall view of the loan process, refer to Flow Chart Figure 5.1.

1. *Loan Requests and Consultations*

Loans are requested and arranged in advance. You may send a sample loan agreement and conditions to a potential borrower.

If a NPS repository provides you with written procedures for loans, follow them.

If your park has a collections advisory committee, have it review the potential loan. You may also want to consult with the regional/SO curator before negotiating a loan.

2. *Facility Reports*

You must be sure that a borrower can adequately care for the loan. You may request the borrowing institution to provide written evidence that it can insure, secure, and transport loaned objects properly. You may ask for a facility report before approval of a loan. A facility report allows you to determine the risk of lending an object. A facility report is advisable for loans of controlled property or other sensitive material. The Registrar's Committee of the American Association of Museums publishes a standard facility report. You may get a copy from the MMP, National Center for Cultural Resources.

Waive facility reports for NPS repositories and NPS conservation-treatment facilities.

As part of the loan, you may require non-NPS repositories to complete the NPS Checklist for Preservation and Protection of Museum Collections. Use a paper copy of the Checklist not the automated version. Don't enter the data in ANCS+.

You can print a blank copy of the Checklist from ANCS+.

3. *Condition Reports and Photographs*

You may want to complete an object condition report to document an object's condition before you lend it. Send a copy of this report to the borrower and use it on return of the object to check its condition. The Object Condition Report, Form 10-637 (Figure 5.6) in this chapter is **optional**. You may report condition on Form 10-637 or a park-specific document.

Note: ANCS+ will complete part of Form 10-637 using the condition data from the catalog record. Refer to Chapter 5 in the *ANCS+ User Manual* for information on which fields map to the form.

If you don't use an object condition report, note each object's condition on the list of objects that you attach to the loan agreement.

You don't need to do an object condition report for loans to repositories.

You should photograph all objects you lend except for loans to repositories.

4. *ANCS+ Loans Out Associated Module*

Enter the loan in the ANCS+ Loans Out associated module. This module allows you to track the loan, print all loan forms, and attach loan information to the catalog records. Refer to Section IV in Chapter 4 of the *ANCS+ User Manual* for information on using the module. Use of this module is essential for keeping your annual Collections Management Report (CMR) accurate.

5. *Loan Number*

Give each loan a number and put that number on every loan document. A loan number has three parts:

- L (indicates outgoing loan)
- calendar year (four digits indicating the calendar year, such as 1995)
- outgoing loan transaction number (sequential transaction number within the calendar year, such as 12 for the twelfth outgoing loan transaction in the calendar year)

For example, L.1995.2 means the second loan made in calendar year 1995.

6. *Loan Agreement*

Loan Agreement

You must complete an Outgoing Loan Agreement, Form 10-127 Rev. (Figure 5.3), for all outgoing loans. You cannot substitute a non-NPS form for Form 10-127. The loan agreement includes:

- a detailed list of objects in the loan
- the purpose for the loan
- starting and ending dates
- the addresses and contact names for both parties

- a credit line
- your responsibilities and the borrower's
- conditions of physical care
- shipping and handling information
- insurance information
- specific conditions concerning the loan

You can print a completed outgoing loan agreement from ANCS+. Print two copies of the agreement on acid-free paper.

Your superintendent and the borrower must agree to the loan conditions and sign the form before the loan occurs. Some institutions have incoming loan forms that the superintendent must sign. In the case of conflict between the two forms, the lender's form (Form 10-127 Rev.) controls.

See Figure 5.2 for instructions on completing and sending the outgoing loan agreement.

As a service to your park, an NPS repository may prepare the loan agreement for your superintendent to sign.

7. *Attachments to the Loan Agreement*

Attach a list of objects and the conditions for the loan to the loan agreement.

List of Objects

For loans involving several objects, attach a List of Objects, Form 10-417 (Figure 5.5) to the loan agreement. You may create a park-specific document to use in place of Form 10-417. The list, which serves as an inventory of objects on loan, should include:

- catalog number
- accession number
- item count or quantity
- object name
- description
- condition
- value (if appropriate)
- space for comment

For loans to repositories, you may use a field or laboratory inventory instead of a list of objects. You don't have to include value for loans to repositories.

Note: You can print a completed List of Objects, Form 10-417 (Figure 5.5) from ANCS+.

Conditions

Attach the Conditions for Outgoing Loans, Form 10-127a (Figure 5.4) to the loan agreement or cooperative agreement. If additional conditions are necessary, note them in the additional loan conditions section of the outgoing loan agreement. Additional conditions include requirements such as special restrictions on light levels.

8. *Signing the Loan Agreement*

The superintendent and the borrowing official are responsible for meeting the terms of the loan agreement.

Your superintendent signs two copies of the loan agreement and sends them (with attachments) to the borrower. The borrower signs both copies, returns one copy to the park, and keeps the other copy.

For loans to repositories, the repository chief or institution director must sign the loan agreement.

For loans to non-NPS repositories, send an informational copy of the loan agreement to the regional/SO curator.

9. *Loan Folder or Accession Folder*

Store all documents generated by the loan in an acid-free, straight (full) tab cut folder, or in an accession folder. Whatever folder you choose, use it consistently. Refer to Chapter 2 in this handbook for information on the accession folder.

Outgoing Loan Folder

- Store all original documents associated with a loan in this folder. Mark the loan number in the upper left corner of the folder and the termination date in the upper right corner of the folder.
- Insert the optional Outgoing Loan Folder Cover Sheet, Form 10-640 (Figure 5.7). Print this form from ANCS+ on acid-free paper.
- File the folder by loan number or termination date.
- Store the folder in a separate, marked section of your accession filing cabinet.
- Copies of the loan agreement may be added to the catalog or accession folder.
- Keep the folder and contents after the loan ends.

Accession Folder

- File all original paperwork for the loan in the accession folder.
- If multiple accessions are involved, file the original paperwork in the accession folder of the lowest accession number.

File copies of the loan agreement in each subsequent accession folder.

10. *Additional Documentation*

Update the Object Status, Status Date, and Location fields in ANCS+ to show what objects are on loan.

Complete a temporary removal slip for all objects on loan, except for repository loans. Place the removal slip in the object location noted on the ANCS+ catalog record.

Note: Your annual CMR includes the number of outgoing loans and the number of items on loan.

E. Processing Loans

You are responsible for processing the loan. This may include:

- arranging for conservation work (you may arrange with the borrower to cover conservation costs)
- making sure that objects are safe for travel
- making sure that there is insurance coverage, if required
- coordinating packing and shipping arrangements
- completing any additional paperwork

The borrower is responsible for loan-related expenses, unless otherwise arranged in advance. If the loan is for the benefit of the park, such as a loan for conservation or photography, the park pays the cost.

1. *Insurance*

See that non-NPS borrowers get their own insurance coverage. They should give you a certificate of insurance that names the park as an additional insured, unless you waive the insurance requirement.

Insurance requirements are waived for all loans to NPS parks, NPS repositories, and NPS conservation facilities.

Refer to Section VII in Chapter 4 of this handbook for information about insurance policies.

2. *Packing*

Make sure that all objects are packed securely and adequately. Use professional packing and shipping companies if you lack the training, facilities, or materials to pack museum objects.

Pack and label containers according to the *MH-I*, Chapter 6. If non-NPS staff do the packing, oversee the work. The borrower should keep the

original packing materials, if possible. The borrower packs the objects for return in the same way they arrived or improves the packing.

Enclose an inventory of objects and a return address in each container. Include the catalog number and condition of each object or enclose condition reports. Also include any special instructions for unpacking and repacking. Under separate cover send a copy of the inventory.

Unless otherwise noted on the loan agreement, you pack the objects and provide the packing materials for loans to repositories and NPS conservation facilities.

3. *Shipping*

Don't ship the objects until you have a signed loan agreement from the borrower.

The borrower arranges the shipping with your approval and pays all shipping costs. You may arrange for shipping and charge shipping costs to the borrower.

A shipping list is useful to the borrower and the shipping company. Don't put monetary values or historical information on shipping lists. You may use the postal system to mail certain objects that are sturdy and within the specified size limits. Use certified or registered mail with a return receipt requested. Don't use the postal system for items of high intrinsic or monetary value.

Unless otherwise agreed to in writing, you are responsible for shipping costs and the safe transportation of museum objects to repositories and NPS conservation facilities.

Refer to the *MH-I*, Chapter 6: Handling, Packing and Shipping Museum Objects.

4. *Receipt for Property*

Send a Receipt for Property (DI-105) to the borrower under separate cover. The borrower signs the receipt and returns one copy to you.

A memo or electronic mail message may also be used to acknowledge receipt of objects.

F. **Tracking Loans**

You are responsible for tracking all outgoing loans. Keep up-to-date loan agreements for all outgoing loans.

1. *Loans in ANCS+*

Use ANCS+ to track your loans by return date. ANCS+ has all the required fields for loan data and allows you to sort your loan data by return date.

Refer to Section IV of Chapter 4 in the *ANCS+ User Manual* for information on using the Loans Out associated module.

2. *Monitoring and Recall*

Track loans by date to ensure that you get objects back on time.

Reserve the right to inspect the objects on loan at any time. All loans should include a regular monitoring schedule.

You may end a loan with 30 days notice to the borrower. You may end a loan without notice if an object is at risk.

The borrower must give at least 30 days written notice to cancel a loan before the termination date.

3. *Extensions*

Tell the borrower when a loan is coming due. If the borrower requests a loan extension, review it and make a recommendation to the superintendent. All loan extensions require the superintendent's approval.

Give an extension a specific ending date, not to exceed three years. Loans to repositories may be extended for up to ten years per extension.

You may ask the borrower to update the standard facility report when negotiating a loan extension.

The borrower must extend insurance coverage, if applicable. The borrower gives you a copy of the certificate of insurance for the extension period. The certificate of insurance must name the lending park as an additional insured.

Prepare the loan extension documents. Use either:

- the optional Outgoing Loan Extension, Form 10-641 (Figure 5.8)
- a memorandum to extend the loan
- a new loan agreement, using the same loan number

Note: You can print a completed Outgoing Loan Extension, Form 10-641 from ANCS+. Print two copies of the extension form on acid-free paper.

If a memorandum is used, it must include the same information and signatures as the loan extension form. Keep the original loan number but update other data.

The borrower should sign and return the extension document at least thirty days before the original termination date.

The superintendent signs the extension document upon its return and sends a copy to the borrower. Keep a copy with the loan documentation.

4. *Loan Termination*

If the borrower returns part of a loan before the ending date, note the return date on the outgoing loan agreement or in the comment column on the list of objects. Continue to track partially returned loans until you have all objects back. Keep the original loan number for tracking purposes.

The loan transaction is complete when all objects in the loan have come

back to you. Examine the objects for any change in condition upon return of the loan. Contact the borrower immediately if there are problems. Record any changes in condition on the Object Condition Report Form 10-637 (Figure 5.6) and the catalog record. Change the location and object status on the catalog records.

Your superintendent signs the loan agreement acknowledging receipt of all objects. You then send a copy to the borrower. The original stays in your park.

G. Special Procedures for Lending Objects to Repositories

1. *Park Responsibilities*

Loans to repositories are made to manage collections or store them. Consult with the regional/SO curator before sending objects to a NPS center or non-NPS repository. The superintendent should send a written request asking the center or repository to accept the collection as an incoming loan. The center or repository should respond in writing.

In addition to the loan agreement, send the following with the objects you lend to a repository:

Inventories

For cataloged objects, provide an inventory or computer-generated list that includes catalog numbers, item quantification, object name, description, condition, and value (if appropriate).

For uncataloged objects, include field or laboratory-level inventories, or both, provided by the investigator. Produce an updated inventory when cataloging is completed. Include field specimen numbers, NPS catalog numbers, item quantification, object name, description, condition, and value (if appropriate).

Documentation

Accession all objects in the loan.

Provide copies of all appropriate documentation in the accession file, catalog folder, and any supplemental database. Keep all original documentation on ownership.

Include all associated records, such as field and lab records, maps, and photos, as defined in Appendix D of this handbook.

Conservation

Include a list of known conservation problems (for example, rust, mold, weak repairs). Supply copies of object treatment reports or conservation surveys for any prior conservation treatment.

2. *Repository Responsibilities*

If the repository is to catalog the objects, it must use ANCS+ or an export format compatible with ANCS+. The repository must give the park electronic copies of catalog records. Optional paper copies of catalog records can be printed at the National Catalog, Harpers Ferry, WV.

The repository must place any information added to a natural history specimen label on a new label. The old label is kept with the specimen.

A complete inventory and all associated original documents must accompany returned loans.

H. **Special Procedures for Lending Objects to NPS Conservation Treatment Facilities**

1. *Request for Treatment or Analysis*

You can make a request to a NPS conservation facility by e-mail, phone, or letter. You no longer need to use the Object Treatment Request (OTR). Complete the loan agreement after the facility has reviewed and accepted your request.

2. *Exhibit Plans*

Exhibit projects often include many objects requiring treatment, mounting, or other exhibit preparation. You and/or the conservator prepare a list of objects for conservation, mounting, or other exhibit preparation. This list may be used in place of the List of Objects, Form 10-417 (Figure 5.5).

You may send the objects in batches to the conservation treatment facility over time. You and/or the conservator determine whether objects can withstand shipment. Use a single loan agreement to cover all the shipments needed for an entire exhibit. Document each shipment to and from the treatment facility with a receipt for property.

3. *Documentation*

Provide the facility with paper or electronic copies of catalog records for the objects.

The NPS conservation facility provides you with copies of all reports of examination and treatment.

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| + Figure 5.5 | List of Objects (Form 10-417) [Optional] |
| + Figure 5.6 | Object Condition Report (Form 10-637) [Optional] |
| + Figure 5.7 | Outgoing Loan Folder Cover Sheet (Form 10-640) [Optional] |
| Figure 5.8 | Outgoing Loan Extension (Form 10-641) [Optional] |
- + Print these forms from ANCS+.
- * You must use the Outgoing Loan Agreement (Form 10-127 Rev.) and the Conditions for Outgoing Loans (Form 10-127a) for all outgoing loans.

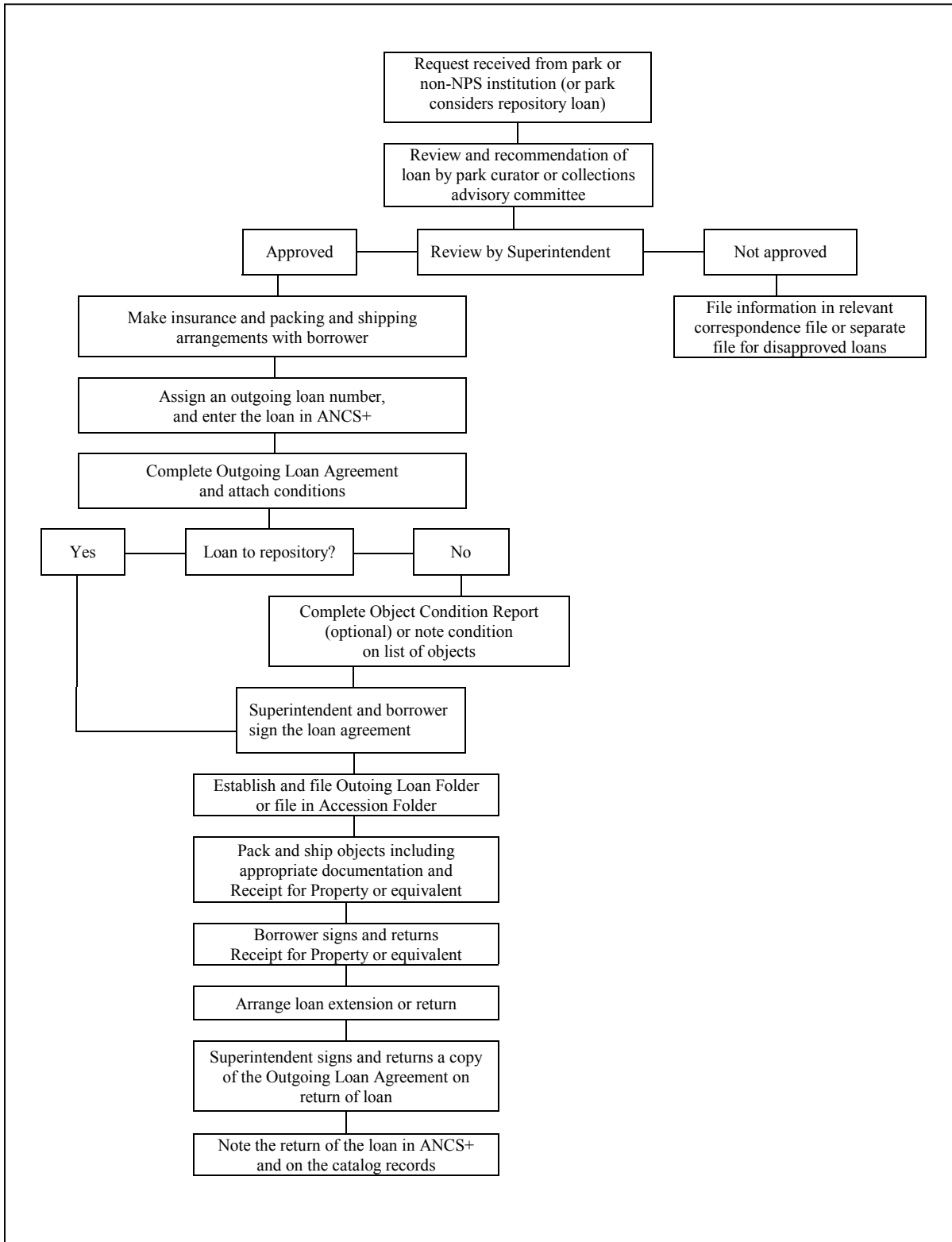


Figure 5.1. Flow Chart for Outgoing Loans

INSTRUCTIONS FOR OUTGOING LOAN AGREEMENT

Outgoing Loan Number	Enter the outgoing loan number. Example: L.1993.12. L (outgoing loan indicator), calendar year (four digits indicating the calendar year), outgoing loan transaction number (sequential transaction number within the calendar year).
Lender	Enter the name of the park.
Lender Address	Enter the park's street/box, city, state, zip code, telephone number, and FAX number.
Lender Shipping Address	Enter the shipping address of the park, if it is different from the mailing address.
Superintendent (Lending Park)	Enter the name of the superintendent or center chief, for authorization and contact purposes.
Borrower (Institution)	Enter the name of the institution that is borrowing the material (for example, University of Arizona). Indicate whether it is a NPS unit or a non-NPS institution.
Borrower (Department)	Enter the department or division of the borrowing institution (for example, Department of Anthropology), where applicable.
Borrower Address	Enter the borrower's street/box, city, state, zip code, country (if outside USA), telephone number and FAX number.
Borrower Shipping Address	Enter the shipping address of the borrower, if it is different from the mailing address.
Responsible Official (Borrowing Institution)	Enter the name and title of the responsible individual [or agent] of the borrowing institution (for example, G. A. Lindsay, Director).
Purpose of Loan	Indicate the purpose of the loan (exhibit, study, conservation, exhibit preparation, collections management, storage, or other). If other, explain.
Credit Line	Record the credit line as it is to appear in exhibit graphics, publications, or other media.
Objects in Loan	List the objects in the loan. Include the catalog number, accession number, object name, item count or quantification, description, condition, and insurance value (if appropriate). For loans involving several objects, attach the List of Objects (Form 10-417) or a computer-generated list.
Initiation Date	Record the date on which the agreement is to go into effect.
Termination Date	Enter the termination date of the loan. Loans to repositories cannot exceed ten years. All other loans cannot exceed three years.
Insurance	Indicate whether the insurance will be waived or carried by the borrower. Enter the name of the insurance company and the policy number. Indicate if the certificate of insurance or waiver of subrogation has been received. Refer to Chapter 4 of this handbook for information on insurance.
Packing and Shipping	Indicate who will be responsible for packing the objects. Provide information on the method of shipping for sending and returning the loan. If a shipping company is used, include the name, address, and phone number. Indicate who will be responsible for shipping charges.
Loan Conditions	Indicate whether a facilities report is required. Include any other additional conditions. Attach a copy of the Conditions for Outgoing Loans (Form 10-127a).
Signature and Date Lines	Enter the name of the superintendent and the borrowing official. Both parties must sign and date the agreement. The repository chief or institution director must sign the agreement for repository loans.
Return Status (Partial or Complete)	Indicate whether the entire loan has been returned. If part of the loan has been returned, enter date of return for each object returned.
Extension Information	For extended loans, enter the new termination date.
Return Signature	Enter the name of the superintendent. The superintendent must sign and date the agreement when the entire loan is returned.
Sending and Returning the Loan Agreement	The superintendent signs two copies of the loan agreement and sends them to the borrower. The borrower signs and returns one copy to the park and keeps the other signed copy. The park does not release the objects until the signed agreement is received. On return of the entire loan, the superintendent signs and dates the original agreement and sends a copy to the borrower.

Figure. 5.2. Instructions for Completing and Sending the Outgoing Loan Agreement

US Department of the Interior
National Park Service

Outgoing Loan Agreement

Outgoing Loan No.

NPS Unit (Lender):

(Street/Box)

Telephone:

(City/State/Zip)

Fax Number:

Superintendent (please print):

Shipping Address (if different):

BORROWING INSTITUTION (Borrower):

(Department)

Telephone:

(Street/Box)

Fax Number:

(City, State, Zip, Country)

Title:

Responsible Official (Borrower):

Shipping Address (if different):

NPS Status:

PURPOSE OF LOAN:

Credit Line:

OBJECTS IN LOAN:

INITIATION DATE

TERMINATION DATE:

INSURANCE AND SHIPPING/PACKING:

Insurance Paid By:

Insurance Company:

Policy No.:

Packer:

Shipping Paid By:

Method of Shipping: Outgoing:

Return:

Figure 5.3a. Outgoing Loan Agreement (Form 10-127 Rev.)

US Department of the Interior
National Park Service

Outgoing Loan Number

Outgoing Loan Agreement (Continued)

LOAN CONDITIONS:

Outgoing loans are subject to the same terms and conditions noted on the attached Conditions for Outgoing Loans.

Additional Loan Conditions:

SIGNATURES:

ON INITIATION OF THIS AGREEMENT: The undersigned borrower is an authorized agent of the borrowing institution. Signature indicates agreement to terms specified in this loan agreement and attached conditions.

PLEASE SIGN BOTH COPIES AND RETURN ORIGINAL TO THE NPS.

Name of Responsible Official (Borrowing Institution), Title (Please print)

Signature

Date

Name of Superintendent (Lending NPS Unit) (Please print)

Signature

Date

RETURN STATUS:

Extension Termination Date:

RETURN OF LOAN:

The undersigned is an authorized agent of the lender. Signature acknowledges receipt of all material in good condition or in condition as noted on this agreement or in attached object condition report(s). A signed copy is sent to the borrower to acknowledge the return of the loan.

Name of Superintendent (Lending NPS Unit) (Please print)

Signature

Date

Figure 5.3b. Outgoing Loan Agreement (Continued) (Form 10-127 Rev.)

Conditions For Outgoing Loans

GENERAL

1. It is the Borrower's responsibility to become familiar with stipulations covering this transaction. Responsibility for meeting the terms agreed to in this loan agreement remains with the borrowing institution and authorized agent.
2. No loans will be made until all necessary documentation has been received by the lending park, and the Outgoing Loan Agreement has been signed by both parties.
3. The borrowing institution is not permitted to make third party loans. Such loan requests shall be treated as an independent outgoing loan and negotiated between the lending park and the second borrowing institution. Unless specifically agreed to in writing on the attached loan agreement, the borrowing institution is not permitted to make third party loans. Such loan requests shall be treated as an independent outgoing loan and negotiated between the lending park and the second borrowing institution.
4. Borrower agrees to incur all expenses relating to this loan unless otherwise noted.
5. Borrower agrees not to use the loaned museum objects/specimens/archival items (henceforth "loaned items") for commercial or other revenue-generating purposes without the prior written authorization of NPS.
6. If the loaned items are to be exhibited, cited, or illustrated in a publication, or otherwise made public, the credit line must cite the following elements and conform to any additional specifications in the loan agreement: "National Park Service," park name, control number (such as a catalog or negative number), object/specimen name, and original creator (if applicable, e.g. artist name). The NPS is not responsible for the quality of exhibits, publications, or interpretive or educational programs that may feature NPS loaned items.
7. The Borrower shall provide to Lender a copy, at no cost, of any publication or report featuring the loaned items.
8. The Borrower, in the event of a change of address, shall provide the NPS with written notification thereof within 15 days of such change.
9. Federal laws and policies governing NPS museum collections take precedence over state and local laws.
10. The borrower agrees to care for loaned items in a manner consistent with NPS policies and procedures as stated in *Director's Order #24: NPS Museum Collections Management* and in *NPS Museum Handbook* (<http://www.nps.gov/policy/DOrders/DOrder24.html>) (<http://www.cr.nps.gov/museum/publications/index.htm>).

COPYRIGHT AND PHOTOGRAPHY RESTRICTIONS

1. Loaned items are subject to restrictions outlined in the copyright law of the United States (Title 17, U.S. Code). Borrower will honor copyright restrictions as they apply to the loaned items and will ensure that the appropriate copyright releases are obtained.
2. Unless otherwise agreed to in writing, no reproductions are permitted by the Borrower except photographic copies for condition reports, documentation, damage, educational, and publicity purposes related to the stated purpose of this loan.

INSURANCE

1. All loaned items shall be continuously and fully insured at the Borrower's expense for the amount specified on the loan agreement, unless waived and so noted on the agreement. Insurance shall be wall-to-wall, and provide coverage against all risks of physical loss or damage from any external causes while in transit and on location for the entire duration of the loan. Borrower shall provide proof of insurance to the lending park. The NPS must be notified in writing at least 20 days prior to any cancellation or meaningful change in the Borrower's insurance policy. If additional coverage is taken by the Borrower, the lending park must receive from the Borrower a copy of the certificate of insurance naming the lending park as an additional insured.
2. Any lapses in coverage or any failure to secure insurance and/or any inactions by the Lender regarding notice will not release the Borrower from liability for loss or damage.
3. Dollar values provided are confidential and are for insurance purposes only. The NPS reserves the right to increase the amount of insurance coverage required on the loaned items, if reasonably justified.
4. If insurance is waived, the Borrower agrees to indemnify any and all loss or damage to the loaned items occurring during the course of the loan, except for loss or damage resulting from inherent vice, war, and nuclear incident.
5. Borrower agrees to waive all claims and recourse against the NPS for loss or damage to persons, museum collections, or loaned items arising from this agreement. Borrower agrees to defend, indemnify, and save harmless the NPS from all liability, loss, cost, or obligation on account or arising out of any injury to any person or property of any kind, from any cause whatsoever, in any way connected with Borrower's use of said property, including acceptance and redelivery thereof.

CONDITION, ALTERATION, AND CONSERVATION

1. Each loaned item is considered to be in good condition unless otherwise noted.
2. Loaned items may not be cleaned, repaired, retouched or altered in any way without the express permission of the Lender.
3. Loss, damage or deterioration must be reported to the lending park. If damage occurs, NPS staff will arrange any necessary conservation treatment. The Borrower or its insurance company is liable for all costs resulting from damage, including the cost of conservation, and for any reduction in value or replacement.

HANDLING AND CARE

1. All physical care (e.g., handling, storage, exhibition) should meet or exceed the standards set down in the *NPS Museum Handbook*, Part I.
2. Loss or damage, whether in transit or on the borrower's premises, and regardless of who may be responsible, must be reported immediately. Photographs and documents of the damage (e.g., condition report) with dates, names, and other details of the occurrence (e.g., damage reports) must be sent to the lending park within 5 working days of the loss or damage.

NPS Form 10-127a
January 2006

Figure 5.4a. Conditions for Outgoing Loans (Form 10-127a)

Conditions For Outgoing Loans (Continued)

3. The Borrower and all users of the loaned items have received the U.S. Department of the Interior (DOI) Notice of Potential Hazard in Museum Collections (DI-3320). If the Borrower provides access to the loaned items to users other than those identified in this loan agreement, the Borrower is responsible for providing this DOI notification to the users and returning acknowledgement of notification to the Lender.

SECURITY AND ENVIRONMENTAL CONTROLS

1. Borrower must provide, at all times, adequate security in order to protect loaned items against risk of damage, loss or deterioration due to theft, vandalism, fire, smoke, and water. Adequate protection against insects, vermin, fungi, mold and pollutants must be provided. Conditions should comply with museum standards and the NPS *Museum Handbook*, Part I.
2. Loaned items must be protected, at all times, against damage caused by exposure to direct sunlight, ultraviolet light, excessive humidity, or proximity to heating or cooling sources. Temperature and relative humidity levels should be monitored on a daily basis. Levels are controlled to minimize short-term fluctuations and to avoid harmful extremes. Conditions should comply with museum standards and the NPS *Museum Handbook*, Part I.
3. If these conditions cannot be met, the lending park must be advised in writing. The amended conditions should be attached to the loan agreement and noted in the additional conditions on the face of the attached agreement prior to the completion of the agreement.

PACKING AND SHIPPING

1. Packing and transportation must be by safe methods designated and approved in advance by the Lender and noted on the attached agreement. Borrower must comply with shipping and packing instructions provided by the Lender.
2. Lender will pack the loaned items and will provide packing materials for the loan. If required by the terms of the agreement, the Borrower will pay for packing materials.
3. Unpacking and repacking must be done by experienced personnel under competent supervision. The loan must be repacked in the same manner as received and with the same packing materials, if possible, unless otherwise mutually agreed upon by Lender and Borrower. All packing materials should be stored, if possible, during the loan period in a place fully conditioned to the same temperature and relative humidity as those under which the loan itself is stored or displayed. All packing materials that are to be reused must be protected from contamination by insects, mold, dust, airborne pollutants, and other sources.

ACCESS

1. Access to loaned items by individuals for purposes other than those identified on the attached agreement must receive prior approval by the Lender and must be supervised by the Borrower. Borrower agrees to provide access to loaned items only when all other options, such as photographs or reproductions, have been exhausted. Use of loaned items must be restricted to a supervised area. Researchers will be subject to the Lender's current user rules and restrictions. Borrower will be responsible for any misconduct by persons "using" loaned items.
2. Borrower must provide access to Lender's staff or representatives during regular hours of operations for the purposes of inspections, inventory, repacking, research and condition reporting.

3. Borrower is subject to NPS annual inventory procedures as noted in the NPS *Museum Handbook*, Part II. Either the Borrower will confirm Lender's inventory or will provide access to the Lender to conduct an inventory, as noted in the special conditions on the agreement.

REPOSITORY LOANS

1. Loans for storage and collections management ("repository" loans) may not exceed 20 years, renewable.
2. Items loaned to a repository for the purposes of collections management and/or storage will be cataloged according to the NPS *Museum Handbook*, Part II, and in accordance with requirements established by the lending park. Copies of all catalog records and electronic data will be sent to the lending park by the borrowing repository.
3. The Borrower will either respond to the Lender's requests for information about loaned items for the purposes of completing an annual inventory, or, if approved in advance by the Lender, include the loaned items in the Borrower's annual inventory of its collections and report on the results of the inventory to the Lender. Borrower's inventory must be equivalent to the inventory required by NPS *Director's Order #24*.
4. Unless specifically exempted in this Agreement, the Borrower will complete a Collections Management Report and the Checklist for Preservation and Protection of Museum collections as specified in NPS *Director's Order #24*.
5. Repository loans must remain at the designated repository until they are requested by the lending park or until such time as the repository is unable to care for the loan in accordance with the loan stipulations. The loan may be terminated by either party, by giving 3 months notice, or within 30 days if the lending park determines the loan stipulations are not being met. Should the Borrower be unable to continue care for the loaned items, the items must be returned to the lending NPS park or another designated repository approved by the Lender.
6. The conditions specific to repository loans take precedence when in conflict with other conditions in this Agreement. Otherwise, all conditions apply to repository loans.

EXTENSION AND RECALL

1. Any extensions of the loan period must be requested by the Borrower. The Lender will prepare extension documents to be completed and signed by the Borrower and received by the Lender at least 30 calendar days prior to the original loan expiration date shown on the attached agreement. All additional insurance will be extended by the Borrower and proof of insurance will be provided to the Lender by a copy of the certificate of insurance naming the NPS Lender as an additional insured and dated with the new termination date of the loan.
2. The Lender reserves the right to inspect or audit the loaned items at any time. Should the Lender desire to recall any of the loaned items for its own purposes, it may do so by giving at least 30 days notice to the Borrower. Loaned items may be withdrawn by the Lender without prior written notice to the Borrower if it is determined that they are receiving improper care.
3. Borrower agrees to give at least 30 days written notice to the Lender if electing to cancel this loan prior to the term of this loan agreement.

Figure 5.4b. Conditions for Outgoing Loans (Continued) (Form 10-127a)

US Department of the Interior
National Park Service

Page _____ of _____

LIST OF OBJECTS

_____ Number

Park Acronym _____

CATALOG NUMBER	ACCESSION NUMBER	ITEM COUNT OR QUANTITY	OBJECT NAME	DESCRIPTION AND CONDITION	VALUE	COMMENT

NPS Form 10-417
July 1995

Figure 5.5. List of Objects (Form 10-417) [Optional]

Object Condition Report

DOCUMENTATION:

Catalog Number:

Accession Number:

Object Name:

Item Count:

Component Parts (list):

Outgoing Loan Number:

Photograph Numbers:

CONDITION:

Describe structural and surface condition (e.g. tears, losses, cracks, chips, holes, foxing, abrasion, scratches, tape residues, mold, buckling, discoloration, stains, flakes, patina), and any other conditions, and note location:

CONDITION DESCRIBED BY:

Name (Please print)

Title (Please print)

Signature

Date

CONDITION ON RETURN OF OBJECT: Same as above Other (describe):

CONDITION DESCRIBED BY:

Name (Please print)

Title (Please print)

Signature

Date

Figure 5.6. Object Condition Report (Form 10-637) [Optional]

Termination Date _____

Outgoing Loan Number _____
 Park Name _____

OUTGOING LOAN FOLDER COVER SHEET

INSTRUCTIONS: This Outgoing Loan Folder Cover Sheet may be used whenever a park lends museum collections to other parks, repositories, or non-NPS institutions. Insert this in the outgoing loan folder.

<p>A. TYPE OF LOAN</p> <p>B. BORROWER</p> <p>C. PURPOSE</p> <p>Initiation Date _____ Termination Date _____ Extension Date _____</p>	<p>D. OUTGOING LOAN AGREEMENT DOCUMENTATION IN THIS FOLDER</p> <ul style="list-style-type: none"> <input type="checkbox"/> Outgoing Loan Agreement and List of Objects <input type="checkbox"/> Correspondence relating to outgoing loan <input type="checkbox"/> Insurance documents <input type="checkbox"/> Shipping documents <input type="checkbox"/> Packing documents <input type="checkbox"/> Conservation records <input type="checkbox"/> Restriction records relating to outgoing loan <input type="checkbox"/> Photographs <input type="checkbox"/> Facility Report <input type="checkbox"/> Other (Specify): _____ <input type="checkbox"/> Loan extension request and documents
---	---

E. RETURN OF OUTGOING LOAN

- Loan Returned
- Partial (date): _____
- Complete (date): _____
- Comments

Figure 5.7. Outgoing Loan Folder Cover Sheet (Form 10-640) [Optional]

Outgoing Loan Extension

Outgoing Loan No.

NPS Unit (Lender):

(Street/Box)

Telephone:

(City/State/Zip)

Fax Number:

BORROWING INSTITUTION (Borrower):

(Department)

(Street/Box)

Telephone:

(City, State, Zip,

Country)

Fax Number:

Responsible Official (Borrower):

Title:

LOAN DATES:

Original initiation date of loan agreement:

Original termination date of loan agreement:

Length of extension requested:

OBJECTS IN LOAN:

EXTENSION REQUEST:

Borrower requests permission to extend the duration of the Outgoing Loan Agreement.

Extension Requested by:

Signature of Responsible Official (Borrowing Institution)

Date

EXTENSION APPROVED OR DENIED:

Length of Extension granted:

Extended termination date:

Extension granted by:

Signature of Superintendent (Lending NPS Unit)

Date

Extension not granted. Provide explanation:

PREVIOUS EXTENSIONS AND COMMENTS:

Previous Extensions:

Additional Conditions/Comments:

Figure 5.8. Outgoing Loan Extension (Form 10-641) [Optional]