

# Incoming Loans Policy

## Section 1 - Purpose

The purpose of this policy is to set out the Tasmanian Museum and Art Gallery (TMAG) principles and guidelines for the management of incoming loans.

In respect of incoming loans, TMAG will:

1. Ensure that quality objects, specimens and art works are available for exhibitions, research or community access in order to promote TMAG's standing and reputation for excellence in the public and museum community, both nationally and internationally;
2. Apply rigorous, ethical and accountable standards in the consideration, assessment and negotiation of all incoming loans, and for Tasmanian Aboriginal material, apply a risk based approach that aims to balance the risk of unclear provenance with community benefit.
3. Ensure that all proposed incoming loans are considered and approved in accordance with established Policy and Procedures, and that appropriate documentation is created and maintained;
4. Ensure that valid legal title and provenance can be established for all items approved for incoming loan;
5. Avoid any act or omission that may compromise TMAG's position and reputation for integrity
6. Ensure that the outcomes of public programs are achieved;
7. Improve research outcomes: and
8. Ensure that any items on loan are held within a safe, secure environment and without undue risk of damage.

### 1.1 Scope

This policy applies to the temporary inward movement of material from other institutions or private lenders to TMAG for the purposes of public exhibition, research or custodianship.

This Policy does **not** cover "permanent" loans. TMAG does not accept "permanent" loans.

This Policy does **not** cover acquisitions, bequests, gifts or donations. These are covered under TMAG's Acquisitions Policy.

This Policy does **not** cover items entering the TMAG where the TMAG is acting as a Repository of Last Resort. Please refer to the Acquisitions Policy for the handling of items under Repository of Last Resort provisions.

## 1.2 Authority

This Policy is established by the Director and approved by the Board of Trustees (the Board) pursuant to the Tasmanian Museum and Art Gallery Act 2017 (the Act).

## Section 2 - Glossary / Definitions

**Content Manager (CM)** - The Electronic Document Record Management System used by TMAG and the Department of State Growth.

**Delegate(s)** – a representative of TMAG who has delegated authority, as per this Policy, to make decisions regarding incoming loans.

**Due diligence** - the thorough assessment of an item to evaluate its authenticity, ownership and provenance and to identify and assess any gaps in the provenance.

**Electronic Document Record Management System (EDRMS)** - A system for managing electronic records and files.

**Incoming loan** - any contracted arrangement for the transfer of possession of item to TMAG on a temporary basis under which the transferor grants a temporary right of possession to TMAG. It therefore includes loans in the strict legal sense of gratuitous bailments (bailments that arise from contracts that expressly benefit both TMAG and the party transferring possession) and other sharing arrangements, such as a scheduled rotation of possession among co-owners.

The terms lender, borrower, lending and borrowing and loan and all related or derivative terms are to be construed in the context of this definition and unless otherwise specified, references to incoming loan or any related terms may apply to proposed, contemplated, potential, approved or realised loan arrangements. The terms do not apply to transfers of possession to TMAG where the TMAG is the sole owner of the object and retains the sole right of possession.

**Incoming loan for temporary exhibition** - an incoming loan made for a finite period for the primary purpose of display at a TMAG venue or in a touring exhibition.

**Incoming loan to the collection** - an incoming loan made for the purpose of display, research or other purposes associated directly with TMAG's collection, including but not exclusive to exhibition.

**International (in relation to a loan)** - any loan arrangements pursuant to which an item enters Australia from a country outside Australia with the consent of a party ordinarily resident or incorporated outside Australia who grants a temporary right of possession to the item/s to TMAG for a specified period.

**Lender** - means the party or parties who lawfully possess title to the item.

**Loan agreement** - a formal, legally binding written contract between the lender, who may be the owner of the item(s) subject to the loan or their agent, and TMAG as borrower, specifying the item(s) and outlining the conditions and terms of the loan and the responsibilities of each party.

**Owner** - means the party or parties who lawfully possess title to the item.

**Provenance** - the history of ownership of an item from the time of its discovery or creation to the present day, from which authenticity and ownership is determined.

### **Repository of Last Resort**

An occasion where an institution acts as a repository for unprovenanced, illicitly collected or recovered specimens and objects from the territory over which it has lawful responsibility in order to protect such objects from destruction or deterioration, in line with clause 2.11 of ICOM's Code of Ethics for Museums.

**Touring exhibition** - an exhibition that may include items drawn from the collection, incoming loans and/or commissions that TMAG tours to other venues.

## **Section 3 – Policy**

### **3.1 Statement of Principles**

Incoming loans provide an opportunity to enhance knowledge for exhibition and research purposes, which in turn improves and enhances the value of visitor experiences and research contributions made by the TMAG.

Section 5(c) of the *Tasmanian Museum and Art Gallery Act 2017* states that TMAG should “exhibit, promote, disseminate and otherwise make available the TMAG collections, *and from time to time, material loaned to TMAG by other institutions...*”, thereby providing a legal framework for TMAG to accept incoming loans. Further, Section 9 (1)(c) of the Act states that TMAG’s Board of Trustees can “enter into cooperative arrangements with other museums, galleries and institutions, whether in Australia or elsewhere, *including arrangements for the loan of exhibits or collections...*”

#### **3.1.1 Fixed period loans**

TMAG will borrow items for a fixed period only, which will be agreed between all parties and which can be extended by mutual agreement. Incoming loans will not be accepted for loan for an indefinite period.

Incoming loans from private individuals will be entered into for a period of 12 months, to be annually renewable on agreement from both parties, to ensure contact with the lender is not lost.

#### **3.1.2 Return of loans to original place of dispatch**

TMAG will return loans to the original place of dispatch unless an alternative return location is negotiated prior to agreeing to the loan, or after the agreement is in place only if costs will be equal or reduced.

#### **3.1.3 Same standard of care guarantee**

TMAG will exercise the same standard of care for incoming loan items as it does for its own collection, in accordance with established procedures and professional

museum standards.

### **3.1.4 Acknowledgement of lender**

In respect of all incoming loans, TMAG will acknowledge the lender in all labels, catalogues and other publications that refer to the loan item/s, in the format agreed upon in the Loan Agreement.

### **3.1.5 No onward loan without permission**

TMAG will not lend an incoming loan item to another museum, institution or individual without advance, express written permission from the original lender.

In the case of incoming loans that support a TMAG travelling exhibition program, the onward loan of the item/s will be specified in the Loan Agreement. In such cases, TMAG is responsible for ensuring that all exhibition venues meet the lender's requirements as specified in the Loan Agreement.

### **3.1.6 Risk assessment and management during incoming loan term**

TMAG undertakes to manage and mitigate any risks in relation to physical damage, deterioration or destruction of an incoming loan item in accordance with TMAG's standards of caring for its own collections, as detailed in the TMAG Policy and Procedures on the Protection of Material on Display, or as specified by the Lender in the Loan Agreement.

A risk assessment is completed for each loan that assesses potential for physical damage to items as well as reputational risk. TMAG will be vigilant in respect of any potential risk in relation to legal and ethical controversy that may arise in connection with an incoming loan item. If such a situation arises, TMAG will immediately inform the lender, and will respond in a timely manner to safeguard the loan item and to resolve the situation.

### **3.1.7 Terms of acceptance for incoming loans**

TMAG will accept incoming loans only when:

1. It can ensure that the borrowed item will be cared for according to best practice standards;
2. It is willing and able to comply with the terms and conditions of the loan set by the lender as outlined in the loan agreement;
3. It can be borrowed without contravening national or international legislation which controls the movement of items, or protects cultural or natural heritage assets;
4. No evidence or reasonable cause for suspicion can be found that the items have been looted, stolen, illegally excavated, or illegally exported from their country of origin; and
5. Funding is available to cover the costs of the loan.

### **3.1.8 Conditions that preclude acceptance of incoming loans**

TMAG will **not** accept incoming loans:

1. To provide storage;
2. For the sole purpose of having future access to the item;
3. If there is evidence that the ownership or provenance of the item on loan could lead to a legitimate ownership claim, or where due diligence indicates that the object has illegal or unethical dimensions to its history, and a risk assessment reveals the risk outweighs community benefit (see Section 3.1.9 below);
4. Where the subject of the incoming loan is covered by any ICOM Red Lists, or where the item has a provenance indicating it was illegally obtained during a period of conflict;
5. The circumstances of the lender, or the object, are such that to enter into the loan would be contrary to best practice standards or expectations of the international museum community;
6. Where an item's condition may compromise the integrity of the TMAG collections and cannot be managed within normal conservation practices: and
7. Where delivery to site cannot be managed within normal collection handling or WHS safe management practices.

### **3.1.9 Risk-based approach for ethically difficult historic objects**

TMAG recognises that the ethics of collecting has changed over time, and that on occasion objects have been collected in a manner that would not be considered appropriate today. If, as a result of provenance and due diligence research an historic item is identified as having been collected under such circumstances, then TMAG will undertake a risk-based approach to assessing the loan.

This approach aims to ensure that the potential benefits to the community and consultation feedback are weighed against the potential consequences of pursuing the loan.

### **3.1.10 Unclaimed items**

Items that have entered the TMAG as incoming loans and that are unclaimed by the lender at the conclusion of the loan term, despite TMAG's best efforts to return them, are subject to section 15 of the Act and may become the property of the Board of Trustees.

## **3.2 Provenance**

Items on incoming loan should have a documented provenance that extends back to the object's initial discovery or creation, or as far back that is achievable.

TMAG acknowledges that complete and unbroken records of ownership are rare. The provenance of items may contain gaps or may not be able to be verified through documentary evidence. TMAG recognises that there are many reasons for such gaps, ranging from a past owner's desire for anonymity, to an absence of transaction records arising from the historic trade practices. Resolving provenance gaps, particularly during periods of war, conflict, political upheaval or natural disaster, may be complicated further because relevant records have been lost or destroyed.

For further information see the *Provenance and Due Diligence Research Policy*.

## **3.3 Due Diligence**

When considering incoming loan proposals, TMAG will practise the highest standards of due diligence. As a general principle, TMAG will not accept an item for incoming loan without evidence of valid legal title, gained through provenance and due diligence research.

To establish the provenance of an item, the relevant curator will carry out thorough research before proposing the item for incoming loan, in accordance with TMAG's Provenance and Due Diligence Policy and Procedures.

TMAG will evaluate gaps or discontinuities in provenance or undocumented transactions to ensure no evidence or reasonable cause for suspicion can be found about the procurement of the item by its current owner, or any prior transactions or exchanges.

In order to gather information, TMAG may initiate inquiries of prospective donors, sellers, lenders and third parties to seek to address gaps in provenance or ascertain the legal and ethical status of an item.

PCOLS aims to facilitate loans of Aboriginal and Torres Strait Islander cultural material from foreign collections and increase access to that material by Aboriginal and Torres Strait Islander peoples. Loans of Aboriginal and Torres Strait Islander cultural objects provide opportunities to reconnect with culture and facilitate further engagement and relationships between overseas institutions and Indigenous communities. An assessment of risk of unclear provenance versus potential community benefit will be made on a case by case basis.

For further information see the *Provenance and Due Diligence Research Policy*.

## **3.4 Conditions and Care**

### **3.4.1 Assessment of care requirements prior to incoming loan approval**

In assessing incoming loan applications for approval, TMAG will consider factors that may impact on TMAG's ability to ensure the original (pre-loan) condition, care and preservation of an item proposed for incoming loan, including:

1. Ensuring that TMAG can guarantee the proper preservation and care of the item during the term of the loan;
2. Ensuring that TMAG can guarantee the safety of the item during transportation and storage; and
3. Ensuring the item is covered by appropriate insurance for the entire loan period.

### **3.4.2 Condition checking**

All material received by TMAG as an incoming loan will be condition checked and assessed for the presence of hazardous material upon entry to TMAG. Items will also be checked throughout the period of the loan as required, and at the end of loan period.

### **3.4.3 Reporting of damage and/or loss**

TMAG shall report any damage or loss immediately to the lender and await the instructions of the lender. Pending (or in the absence of) such instructions, TMAG

shall take all steps necessary to recover or prevent further damage to the item/s.

### 3.5 Consultation

TMAG will undertake consultation with appropriate individuals, groups, communities or statutory bodies as part of the assessment for international incoming loans, where the item:

- a. Relates to or holds particular significance for a person, group or community in Australia;
- b. Was created by an Aboriginal or Torres Strait Islander artist/maker, contains Aboriginal or Torres Strait Islander themes or content, or relates to an Aboriginal or Torres Strait Islander person or community;
- c. relates to or embodies the culture of First Nations communities from countries other than Australia: .and
- d. Is a document or record that may be relevant to a state, territory or national archive or government records office.

Where consultation is undertaken in respect of an incoming loan proposal, the outcomes of that consultation will inform decision-making as to whether TMAG will proceed with a proposed loan. TMAG’s consultation process is subject to the terms of the TMAG Consultation Policy.

### 3.6 Approval of Incoming Loans

Incoming loans are approved by the Board or its delegate, as described in the TMAG Manual of Authorities:

Position title	Purpose	Conditions
Director	Execute and approve Loan Agreements	Must be in accordance with Treasurer’s Instructions, the Incoming Loans Policy, the Act, within portfolio responsibilities and approved budget  Loan can incur costs of no more than \$20,000  Loan can have Insurable value up to \$500,000
Head of Herbarium	Execute and approve Loan Agreements for incoming research loans	In accordance with the Incoming Loans Policy  Standard loan agreement  To an amount not exceeding 800 sample/lots.  Can only incur standard freight costs.
Senior Curator Zoology	Execute and approve Loan Agreements for incoming research loans	In accordance with the Incoming Loans Policy  Standard loan agreement  To an amount not exceeding 800 sample/lots.

		Can only incur standard freight costs.
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If the cost or insurable value of a loan is outside the limits of the Director’s delegations, or the loan is in a High-Risk category as outlined in the Provenance and Due Diligence Checklist, the relevant Incoming Loan Proposal will be presented to the Director in the first instance for review and recommendation, then forwarded, together with the Director’s recommendation, to the Board of Trustees for assessment and approval.

### 3.6.1 Incoming Loan Approval Procedure

Incoming loan approval procedures are as follows:

1. Each proposed incoming loan must be the subject of an Incoming Loan Proposal, which is written by the Curator in a relevant discipline, or the Project Manager of an exhibition or public program (“the Author”).
2. The Incoming Loan Proposal:
  - a) Describes the item as fully as possible – the Author should consult the Provenance and Due Diligence Research Policy to ascertain relevant information to be included;
  - b) Documents all provenance and due diligence research undertaken, providing a summary of research findings, as per the *Provenance and Due Diligence Research Policy*;
  - c) Notes key points and findings of any TMAG consultation undertaken in relation to the item, as per the Consultation Policy;
  - d) Is signed by the Author who thereby asserts that the information contained therein is accurate;
  - e) Is circulated to the Registrar and relevant Conservator/s to provide additional information relevant to the loan and is signed to indicate support, or otherwise, to pursue the loan; and
  - f) Is circulated to the Project Owner to assert that the outlined potential costs of the loan are within the project budget, or there is a commitment to seek funding to meet those costs. Where the Author is also the Project Owner the Director must undertake this instead.
3. The completed Incoming Loan Proposal is then presented for assessment and approval to the relevant delegated authority (see table above).
4. Approved Incoming Loan Proposals are marked as ‘Approved’ or ‘Not Approved’ and signed by the Assessor.
5. The Assessor’s signature indicates the Assessor has arrived at a judgement, informed by the information presented and by their professional knowledge, on the outcome of that Proposal.
6. In the case of approved Proposals, the Assessor’s signature denotes that the Proposal information is sufficient to indicate alignment with this Policy, the *Provenance and Due Diligence Research Policy*, the *Consultation Policy* if relevant, and other TMAG Policies and Procedures.
7. In the case of Proposals that are not approved, the Assessor’s signature will be accompanied by a note that indicates the reason/s why the Proposal

was not approved.

8. The Proposal will be forwarded to Registration for digital filing. All Proposals, whether approved or not, must be documented and retained by TMAG in line with the *State Growth Information Management Policy*.
9. In respect of Incoming Loan proposals that exceed the Director's delegations:
  - a. Procedures at 3.6.1.1, 2 and 3 are followed;
  - b. The Director appends a brief Report to the Proposal in fulfilment of Clauses 3.6.1.4, 5, 6 and 7, excepting that the **Statement** of approval or non-approval (as described in 3.6.1.4) is replaced by a **Recommendation** of approval or non-approval;
  - c. The Proposal with its accompanying Director's Report and Recommendation is presented to the next meeting of the Board of Trustees, where it is assessed; and
  - d. The Board of Trustees decide the outcome of the Proposal (approved or not approved). Their decision will take into account:
    - i. The information in the Proposal;
    - ii. The Director's appended Report and Recommendation, and
    - iii. The collective professional judgement of the members of the Board of Trustees.

All decisions of the Board of Trustees in relation to Incoming Loan Proposals will be minuted. The Author will be informed of the Board's decision in relation to the Proposal as soon as the minutes of the meeting are approved.

### **3.7 Insurance**

Unless other specific insurance arrangements have been made and documented, TMAG will insure all incoming loans with "wall to wall" cover to the value stated on the Loan Agreement.

TMAG may agree to a lender's request to vary insurance requirements if, and only if, TMAG is not adversely affected by the insurance arrangement (for instance, in relation to additional risk for which TMAG would be responsible).

### **3.8 Other permits, approvals and reporting**

TMAG will comply with all administrative and legal processes at international, national and state levels in respect of obtaining all necessary permits and/or approvals for incoming loans.

TMAG will comply with all other reporting and accountability requirements for import and export of materials to Australia and movement of materials domestically, in relation to all incoming loans.

### **3.9 Ineligible items**

Items in the following categories will not be borrowed by TMAG:

1. Ammunition;
2. Explosives;
3. Items that contain or are made of hazardous materials that TMAG does not

have the equipment, facilities or PPE to manage (e.g., chemical, radioactive, asbestos, etc.).

Cultural objects/artworks or collections containing human material (e.g., hair, bone) are to be assessed on a case-by-case basis by the relevant department and FPAC. Determinations for Indigenous Australian human remains must follow the *Commonwealth Repatriation Policy 2016*.

TMAG will not borrow items where there is reasonable cause to suspect that their provenance includes unauthorised or unethical fieldwork, or intentional destruction or damage to cultural, archaeological or geological sites, or of species and natural habitats. Where such destruction or damage was legal (e.g., forestry coupes) TMAG will assess the ethical considerations on a case-by-case basis.

TMAG will not borrow items or specimens, where there is reasonable cause to suspect that they have been collected, sold, or otherwise transferred in contravention of local, national, regional or international law or treaty relating to wildlife protection or natural history conservation, including the CITES Convention and other Conventions listed at 7.2.

## **Section 4 – Transparency and Accountability**

### **4.1 Publication of Incoming Loans**

TMAG may publish or make available a printed or online catalogue or other documents for each exhibition listing the items that are included in the exhibition, including any incoming loans.

TMAG will abide by all publication requirements in respect of international incoming loans protected under the terms of the Protection of Cultural Objects on Loan (PCOL) Scheme and its Guidelines.

#### **4.1.1 Privacy considerations**

TMAG recognises that the owner of an item may desire to remain anonymous and may elect to have the loan negotiated and managed on their behalf by an agent or third party. In such instances, the identity of the owner must be made known to TMAG and documented in the Loan Agreement.

With the exception of this requirement, TMAG will respect the lender's desire for anonymity, to the maximum extent allowed by legislative and policy parameters.

#### **4.1.2 Special provisions where Lender is associated with TMAG**

All incoming loans from the private collections of Staff, Members of the Board of Trustees or its sub-committees must be publicly acknowledged as being from a 'private collection'.

#### **4.1.2 Copyright and image reproduction**

Subject to TMAG obtaining any necessary copyright consent, TMAG may reproduce and photograph the item/s for publicity or educational purposes in relation to the agreed purpose of the loan.

If the lender is the owner of the copyright, and unless otherwise indicated on the loan agreement, the lender agrees that the item/s on exhibition may be photographed by the public.

## **4.2 Record Keeping**

Full documentation of all incoming loan proposals will be maintained in accordance with procedures described in this Policy and the *State Growth Information Management Policy*.

The records that TMAG creates are State records and come under the jurisdiction of the *Archives Act 1983*. TMAG has both specific and implied requirements for record keeping under the terms of the Act.

## **4.3 Internal audit and review cycle**

The Director will ensure that compliance with this policy is assessed as part of TMAG's audit program. The policy review process will be headed by the Registrar on a regular basis. Any proposed changes to the Policy will be presented to the Board of Trustees for approval and endorsement.

# **Section 5 - Responsibilities and Compliance**

## **5.1 Responsibilities**

### **5.1.1 Board of Trustees**

The Board of Trustees is responsible for the care and development of the collections and for ensuring compliance with Board-approved collection policies and procedures.

### **5.1.2 Director**

The Director is responsible for ensuring that employees under their management are aware of, understand, and are implementing the requirements of this policy.

The Director is responsible for any actions in this Policy that are noted as the responsibility of the Director. Such actions include decision making, approval of incoming loans within the limits of the Director's delegations, and other relevant actions.

### **5.1.3 Staff**

Staff are responsible for:

1. Understanding and implementing this Policy and any procedures described therein;
2. Requesting assistance as required in the implementation of this policy and escalating foreseeable issues to their manager;
3. Ensuring that all relevant documentation is completed and maintained in accordance with this Policy; and
4. Notifying the Department of Primary Industry, Parks, Water and Environment (DPIPWE) when TMAG takes delivery of any wildlife specimens either living or dead of any species deemed to be protected as per s.57(2) of the *Wildlife (General) Regulations 2010*.

## **5.2 Compliance**

All employees are required to comply with this policy.

Disciplinary action may apply where an employee fails to comply with this policy without reasonable cause.

### **5.2.1 Conflicts of Interest**

All staff and Members of the Board of Trustees must take reasonable steps to avoid any potential, actual or perceived conflicts of interest in connection with their work at TMAG.

If a staff member or a Member of the Board of Trustees is aware of any potential, actual or perceived conflict of interest in connection with their work at TMAG, they must disclose this immediately:

1. In the case of staff members, in writing to the Deputy Director Collections and Research. The Deputy Director will assess the risks and take any steps necessary to mitigate that risk.
2. In the case of Members of the Board of Trustees, to the Board, where the conflict will be minuted and the conflicted person removed from any subsequent decision-making processes in relation to the subject of the conflict.

Should any conflict of interest regarding an incoming loan negotiation develop between an individual and TMAG, the interests of TMAG must prevail.

## **Section 6 - Procedures**

### **6.1 Loan Agreements**

Following TMAG approval to proceed with an incoming loan, if the proposed lender agrees in principle to the loan, the registration team will thereupon assume responsibility for negotiation and loan arrangements.

In consultation with the lender, a member of the registration team will determine the identity of the party responsible for issuing the loan agreement and on whose terms the loan will be concluded.

TMAG may use a lender's loan agreement. Where the lender's loan agreement is used, it must first be assessed to ensure it is consistent with the terms outlined in this Policy, and with TMAG's Inward Loan Agreement. Where necessary, amended or additional clauses to the lender's agreement will be negotiated.

Where a lender does not have a loan agreement they wish to use, the loan will be documented with TMAG's Incoming Loan Agreement.

Where TMAG is responsible for issuing the loan agreement, incoming loans are administered using TMAG's incoming loan agreement which outlines standard terms, amended by special negotiation when so required.

## **6.2 Documentation**

Electronic documents are filed in Content Manager with reference to their loan number in the title.

Hard copies of documents are filed in the TMAG Records room under the same file name as their electronic (Content Manager) counterpart.

On adoption of the new Collective Access Collection Management System, loan records will be created in Collective Access and linked to Content Manager files.

## **Section 7 – References**

### **7.1 Internal Reference Material**

This policy should be read in conjunction with the following TMAG documents:

- Consultation Policy
- Inwards Loan Claims Handing Procedures
- Manual of Authorities
- Provenance and Due Diligence Research Policy
- Provenance and Due Diligence Research checklist
- State Growth Information Management Policy
- TMAG discipline-specific acquisition policies and procedures

### **7.2 External Reference Material**

- *Aboriginal and Torres Strait Islander Heritage Protection Act 1984*
- American Association of Art Museum Directors, *Guidelines on the Acquisition of Archaeological Material and Ancient Art, 2013*
- *Archives Act 1983*
- Australia Council, *Protocols for Producing Indigenous Australian Visual Arts, 2010*
- Australian Government, Attorney General's Department, Ministry for the Arts
- Australian Best Practice Guide to Collecting Cultural Material, 2015
- Australian Government, Ministry for the Arts, *Cultural Gifts Program guide, 2013*
- Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) – March 1973 (and as amended 1979 and 1983)
- *Convention on Biological Diversity (CBD) and the Nagoya Protocol (2010)*
- *Environmental Protection and Biodiversity Conservation Act 1999*
- *Historic Shipwrecks Act 1976*
- ICOM *Code of Ethics for Museums, 2017*
- ICOM *Code of Ethics for Natural History Museums*
- ICOM, *International Observatory on Illicit Traffic in Cultural Goods*
- ICOM, *Red Lists of cultural objects at risk (18 Lists as of 2021)*
- *Meteorites Act 1973*
- *Museums Australia Code of Ethics*
- Museums Australia, *Continuing cultures, ongoing responsibilities, 2005*
- Pacific Islands Museums Association, *Code of Ethics for Pacific Museums and Cultural Centres, 2006*
- *Protection of Moveable Cultural Heritage Act 1986*
- *Protection of Movable Cultural Heritage Regulation 2018*
- *Protection of cultural objects on loan: scheme guidelines, 2014*
- *Tasmanian Nature Conservation Act 2002*
- *Tasmanian Whales Protection Act 1988*
- *Tasmanian National Parks and Reserved Land Regulations 1999*
- UNESCO *Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property 1970 ('the Convention')*
- Unidroit, *Convention on Stolen or Illegally Exported Cultural Objects, 1995*
- *Wildlife (General) Regulations 2010*

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