



Collections Access Policy

This policy applies to all NHMD employees, contractors, associates, students and volunteers. Sections of this policy also apply to formal visitors and users of the collections, particularly in respect to Object Entry, Collections Access, Due Diligence and Research Loans.

This policy was revised by the Board of Directors on 16 May 2023 and shall remain in place until a revision is issued by the Deputy Director for Collections.

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Collections Access Policy

1. Overview of Policy

This policy guides the management, security, and access (both physical and virtual) to the Natural History Museum of Denmark's (NHMD) collections, and the information associated with them with the aim of ensuring that their use is consistent with the values and vision of the NHMD and with professional standards. Through this policy, the NHMD aims to ensure that:

- The collections are documented to a minimum of professional standards or that plans are in place to progress towards that aim.
- Inventory control is in place to manage the information associated with items or groups of items and to ensure that the NHMD fulfils the obligations with regard to documentation, tracking and care.
- Access to collections information is permitted and appropriately regulated.
- Collections information is protected, secure, cared for and preserved.
- Collections, the information associated with them, and the policies in place to manage them are verified and audited, both internally and externally.
- Access to the NHMD's collections and the collections of other museums, galleries, heritage organisations and private individuals through loans are managed and documented appropriately.
- Physical access to the Collections by visitors and students is provided in a way that facilitates research whilst ensuring the security of collections items.

The following subjects are treated separately:

- Human Remains
- The Living Collections in the Botanical Garden
- The National DNA and Tissue Repository
- Museum Access and Benefit-sharing (ABS)

The Collections Access Policy interfaces with a number of museum policies in particular:

- Collections Development Policy
- Collections Governance Policy
- Collections Care Policy

The Natural History Museum of Denmark is part of the University of Copenhagen and operates within the policies of the University. The legal frame and the governance structure are outlined in the Collections Governance Policy.

2. Object Entry

This paragraph concerns the entry of objects to the NHMD in general. The Collections Development Policy should be consulted for acquisition of material for the collections in particular.

(a) Objects enter the NHMD for a variety of reasons:

- Items brought in as part of an enquiry
- Items brought in as part of consultancy work
- Fieldwork material

- Rescued or orphaned collections
- Items confiscated by Danish law enforcement agencies as part of a current investigation and requiring safe, specialist storage or expert investigation by NHMD staff
- Incoming research loans
- Unsolicited donations
- Items being considered for acquisition
- Items exchanged with other museums
- Items belonging to other Danish authorities or member countries in the Danish commonwealth to be stored temporarily or permanently
- Items entering for either temporary or permanent exhibition

If any of these items subsequently becomes a new acquisition, the Collections Development Policy apply.

- (b) The NHMD does not provide certificates for individual items that originate from species on the CITES list of endangered species. The NHMD does not provide expert opinions on such items, if there is any indication that these opinions may be used for commercial and/or illegal purposes.

2.1 Conditions for Object Entry

- (a) The NHMD will only accept and receive items for the collections through authorized staff members of the collections management group. If no such staff member is available, the items shall not be accepted.
- (b) The depositor of any items must agree to the following terms and conditions of entry:
- i. The NHMD will not accept special conditions attached to any item left on its premises unless prior agreement is given by the Deputy Director for Collections.
 - ii. The NHMD will not normally accept items that pose any risk to the health and safety of the public or staff. The NHMD is under no obligation to accept hazardous items from the public to perform safe disposal on their behalf unless required to do so under Danish or EU legislation.
 - iii. The NHMD will only accept items after reasonable assurance that the owner holds valid legal title to the items.
 - iv. The NHMD complies with national and international laws, conventions, treaties, and legislation. The NHMD will not accept any item in contravention of these.
 - v. If the NHMD discovers that any item offered to, or deposited with, is in breach of the above conditions, the NHMD will inform the relevant enforcement authorities via the Deputy Director for Collections and will abide by guidance of the authorities on subsequent courses of action.

2.2 Inspection and Condition Checking

- (a) Items shall only be accepted following a basic condition assessment and an assessment of health and safety issues; the NHMD will reject any item that poses a risk to staff or the public and record the reason(s) for the rejection.
- (b) All items deposited must comply with the NHMD Integrated Pest Management (IPM) procedures and be treated to eradicate any pests before entering collections areas. NHMD staff shall inform the depositor that the items will be treated in this manner.

2.3 Documentation

Information on all items accepted under this policy must be recorded at point of acceptance. This information shall be recorded in the NHMD digital collections management system. The minimum data required are listed in Appendix A.

2.4 Storage

Any item entering and accepted by the NHMD will be held securely with a known location in the collections..

2.5 Opinions

Any valuation undertaken on an item as it enters the NHMD is purely for internal administration and must not be used by the owner as a proof of valuation. The NHMD's approach to valuation is detailed in section 5 of this policy.

3. Cataloguing and Documentation

- (a) The NHMD Collections comprise botanical, geological, zoological specimens, in addition to library and archival material, and contain both physical and digital items. Managing the information about these collections, associated Intellectual Property Rights and other associated permits and agreements is critical to the use of and access to the collections.
- (b) The purpose of the NHMD's documentation system is to manage the collections, ensure compliance with relevant national and international standards and to maximize the usefulness and accessibility of the collections.
- (c) Documentation is vital in enabling the NHMD to account for and provide access to all items for which it is legally responsible including collections administered by the NHMD, items on loan to the NHMD, items on deposit, and non-accessioned and undocumented items.
- (d) The recording of agreements with provider countries with whom the NHMD has entered into agreements is of particular importance. These agreements include Memoranda of Co-operation (MoC), Memoranda of Understanding (MoU), Material Transfer Agreement (MTA), Prior Informed Consent (PIC) and Mutually Agreed Terms (MAT), which enable the NHMD to monitor and implement legally binding agreements.
- (e) The minimum data for collections Items (Object Entry, Acquisition, items going on Loan and Disposal) are given in Appendix B.
- (f) Each item or group of items must be labelled with an item number.
- (g) Inventory records must be updated when any collections management procedure is undertaken, or an item is moved.

4. Retrospective Documentation

- (a) The NHMD is committed to good practice and modern documentation standards. Older collections were developed to different standards and may therefore not meet modern standards.
- (b) By undertaking retrospective documentation, the NHMD can:
 - Improve the NHMD's accountability to the Government and the public and help to comply with the NHMD's statutory duties.
 - Allow better collections management, e.g., help prove legal ownership of the collections, enable the swift location of items, and allow easier loan transactions.
 - Improve service to the public in answering enquiries.
 - Enhance collections access and improve the support of research, e.g., through digitisation and documentation of scientifically important specimens.
 - Improve service to the public in helping to prepare exhibitions, e.g., documentation of items with potential for public exhibition or education and iconic items illuminating the existing NHMD collections.
 - Raise the professional standing of the NHMD and its staff.

5. Valuation

- (a) Items within the NHMD are not assets that can be freely traded and therefore any prescribed valuation is only created for, or directly related to, the purpose of collections management activities, insurance issues or financial reporting requirements.
- (b) Valuations will only be undertaken when required by the appropriate curator and/or Deputy Director for Collections.
- (c) The NHMD will not carry out valuations except for the purpose of insurance of objects leaving the NHMD temporarily or in such cases when a Danish citizen wishes to use the possibility of a tax reduction based on the evaluation of value of an object donated to the NHMD.
- (d) In all cases, the insurance value for an outgoing loan of a NHMD collections item is obtained by the NHMD. The NHMD reserves the right to recoup any expenses incurred in obtaining the valuation.

5.1 Security of Valuation Data

- (a) The NHMD places strict control on the access to, and security of, information associated with the valuation process. Only the NHMD Registrar, Deputy Director for Collections and designated collections staff, and the Museum Director may have direct access to valuation information.
- (b) Internal requests for access to valuation information must be approved by the appropriate Head of Section and will only be granted for valid operational reasons.
- (c) All external requests for valuation information shall be considered and approved by the Deputy Director for Collections.

6. Access to the Collections by Visitors

- (a) The NHMD collections are available for professional study by visiting scientists, students, and collections management specialists. The collections are also available to the wider amateur natural history community and to artists and others from the creative industries. The NHMD considers visitor access to specimens important because it:
 - enables users to examine specimens that for reasons of fragility, rarity, sensitivity and/or international regulations cannot be sent on loan.
 - adds value to the collections through annotation, and up-to-date scientific information.
 - allows and encourages discussion with research and collections staff.

However, visits might also expose collections to risks such as:

- Damage, disorganization, or loss through poor handling
- Loss through vandalism or theft.

Consequently, the NHMD has an approach to visitor access, which takes these advantages and risks into account.

- (b) The NHMD will respond to all requests for access to the collections, although visitors are only admitted to the collections by appointment and only with an authorized member of staff or with permission from the relevant curator. A statement of intent and confirmation of institutional affiliation may be required before visits are authorised. Initial contact should be made well in advance to the appropriate curator of any anticipated visit to ensure that the necessary arrangements, including space, collections access and equipment, can be made.
- (c) Access will be provided to items as long as:
 - the specimen is not on loan, or out of the collections for any other reason.
 - the security of the staff and collections is not compromised.

- access does not interfere with any internally scheduled curatorial or research work.
 - the purpose of the project is considered scientifically or cultural relevant or important.
- (d) Access can be provided under defined procedures, which will include rigorous handling and security requirements to items that are:
- unusually fragile
 - valuable, either scientifically or from an exhibit point of view
- (e) No changes to items or any other material is permitted without approval from the NHMD curatorial staff, including destructive analyses, DNA or tissue sampling, colouring, coating, dissections or pedestals/armatures/sheets, labels, etc. to which the specimen is affixed.
- (f) The NHMD reserves the right to charge facility fees, when visitors require significant amounts of support, although access is generally free.
- (g) Visitors to the collections are allowed to take photographs but these will be subject to copyright agreements. Copyright agreements will be individually negotiated.
- (h) Visitors must send a copy of any publications arising from their visit; publications should contain an acknowledgement of NHMD.
- (i) Filming in the collections spaces is not permitted, unless agreed to in advance with the appropriate curator.

7. Due Diligence and Loans

Due diligence and incoming loans for exhibitions are not part of this policy.

7.1. Due Diligence and Items Borrowed for Research

- (a) Insofar as it is reasonable and practicable to do so, researchers using material borrowed from outside of the NHMD should seek to establish that specimens were legally acquired in accordance with the laws and regulations of the sovereign nation in whose territory they were collected. However, for research loans when the lending institution is another National Museum, a well-established Regional Museum, other well-known heritage organisation (either National or International), or University with their own Due Diligence procedures, and the assumption is made that items from their collections will have been legally acquired.
- (b) In the event of a claim for ownership by a third party for an item on loan to the NHMD, the NHMD guarantees that it shall use its best endeavours to return the item to the lender. The resolution of any dispute over ownership is the concern of the lender, not the NHMD.
- (c) If the NHMD discovers that any item loaned to the NHMD is in breach of any international convention or law, the NHMD shall inform the lender and may subsequently inform the relevant enforcement authorities via the registrar and will abide by the guidance of the authorities on subsequent courses of action.

7.2 Due Diligence and Items Loaned from the NHMD Collections

- (a) The loan of any item will be made in accordance with all applicable national and international laws, conventions, and agreements. This includes:
- The Convention on the International Trade in Endangered Species of Wild Fauna & Flora (CITES), 1975
 - The Convention on Biological Diversity (CBD), 1992
 - The Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization (ABS), supplementary agreement to the CBD, 2014

- (b) The NHMD warrants that it has made all reasonable inquiries as to the provenance of the loaned items and that, to the best of its knowledge; the NHMD is the legal owner of the items. The NHMD also warrants that, so far as it is reasonably aware, the loaned items have not:
- been looted from their rightful owners.
 - been obtained by violent means.
 - been exported illegally or illicitly from their country of origin.
- (c) In the event of a claim for ownership by a third party for a loaned item, the borrower and borrowing institution guarantees that it shall use its best endeavours to return the item to the lender. The resolution of any dispute over ownership is only the concern of the NHMD and the claiming parties.

8. Outgoing Exhibition Loans

This Section covers exhibition loans where the NHMD is the lender or where the NHMD is managing a loan on behalf of a third-party lender who owns the items. Most material in the NHMD collections is potentially available for exhibition loan, subject to applicants complying with all the terms and conditions that the NHMD may impose.

- (a) Loans are governed under a legally binding agreement. All loans are made under an agreed set of terms and conditions. The terms and conditions may be negotiated separately, depending on the nature of the loan. In any circumstances, the NHMD reserves the right to refuse to lend material at its discretion. In exceptional circumstances, the NHMD also reserves the right to recall a loan, prior to the agreed deadline.
- (b) Outgoing exhibition loans must always be approved by the appropriate curator.
- (c) Outgoing loans of items of significant value, irreplaceable or especially important items, must always be approved and authorised by the Deputy Director for Collections.
- (d) Applicants who wish to borrow NHMD material for an exhibition or display must contact the appropriate curator to discuss their requirements.
- (e) The following criteria are used to assess a loan request:
- The fitness of the item for transport and display.
 - Prior commitments for the item (research requirements, exhibitions, teaching, or conservation work).
 - Resources required to make the loan of the requested item.
 - The degree of risk involved in the loan of the item and the interventions in place to resolve these risks to the NHMD's satisfaction.
 - The type of immunity from seizure, if any, a country has in place.
 - The suitability of the borrowing institution.
 - The status of the exhibition to which the item would be lent, how significant the item is to the exhibition and the purpose of the exhibition.
 - The receipt of the formal loan request with sufficient time to prepare the items. This is a minimum of 6 months before the exhibition opens.
- (f) The Borrower, whether a Danish or International venue, must arrange transport that meets professional standards for the transport of museum objects. The appointment of a transportation agent must be approved by the NHMD in advance.
- (g) The display and environmental conditions must be stable. Unless otherwise stated in the loan agreement, these conditions include a temperature in the range of 18° to 23° C and relative humidity (RH) in the range of 40-50 % with a peak RH range of 2.5 % and a cumulative rate of 8 % per day. All humidity and heating controls must operate 24 hours a day during the period of the loan and the

environment in the venue must be stable and at the agreed levels prior to installation. Lights must be turned off in non-public hours; the maximum light levels must not exceed 400 lux.

- (h) All direct costs incurred by the NHMD from any exhibition loan must be borne by the borrower. These costs, include, but are not restricted to, those associated with the condition reporting, conservation and photography, all costs associated with the transportation of the loaned items to and from the NHMD and to and from the borrowing institution/exhibition venue, courier costs, insurance, custom duties, mounting and installation. The lender will present to the applicant, in writing the anticipated cost for an exhibition loan after both parties have agreed on the list of items to be borrowed. All costs must be agreed to by the borrowing institution, before the NHMD will proceed with the loan. The aforementioned costs can be waived or reduced after consultation with the Board of Directors.
- (i) For exhibition loan to any commercial or corporate institution, the NHMD can, in addition to the aforementioned costs also charge for staff time (at full economic cost) in the preparation and servicing of the loan. The borrower must agree to these costs before the appropriate NHMD department will proceed with the loan.
- (j) The relevant curator is accountable for ensuring that all outgoing exhibition loans comply with this policy, any written terms and conditions, or any other special agreements associated with the loans.
- (k) All outgoing loans should be electronically registered.

9. Outgoing Research Loans

Specimens from the NHMD collections are available for loan for scientific study subject to certain conditions. The NHMD reserves the right to refuse to lend material, but material does aim to provide a positive response to all reasonable requests for loans.

- (a) All outgoing loans shall be electronically registered.
- (b) The relevant curator must approve all outgoing research loans.
- (c) If a collection does not have a designated curator, loans requests will be approved by the Deputy Director for Collections.
- (d) If a borrower fails to comply with the NHMD Research Loans Terms and Conditions, the NHMD may undertake a number of actions to rectify the situation. These actions include termination of the loan at the borrower's expense and termination of the borrower's approved status. The NHMD must immediately be notified by the borrower of any damage to, or loss of, an item on loan.
- (e) Loans are only sent to individuals at recognized institutions with a permanent position, except if approved by the relevant curator of the collection or the Deputy Director for Collections.
- (f) Loans of type material is generally not permitted but can in exceptional circumstances be approved by the Deputy Director for Collections.
- (g) The borrower must provide NHMD notice of any changes in his/her contact details (e-mail address, phone number and workplace) that happen at any time during the loan period. This is to ensure that the NHMD will always be able to reach the borrower.
- (h) Loans to students, post-docs, emeriti, guest researchers or any other non-permanently employed staff member of the borrowing institution must go via a borrower, who will be considered directly responsible for the loan.
- (i) Forwarding of loans to third parties is not allowed without prior written approval of the NHMD.

9.1 Authorization and Loan Agreement

- (a) 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 7 on due diligence in this policy. All research loans are made under a specific agreement to a specific approved borrower and their host institution.

- (b) To ensure that the NHMD upholds the Convention on Biological Diversity (CBD) (1992), the Nagoya Protocol (2014) and related regulations, all outgoing research loans will be made in accordance with the original terms of any permits or agreements.

9.2 Costs

The costs incurred by the NHMD in servicing outgoing research loans are normally borne by the NHMD, within reasonable limits. However, the NHMD reserves the right to recover any associated costs from the approved borrower or their host institution, provided that they are informed of these costs and the intention of the NHMD to recover these costs before the loan is dispatched.

9.3 Digital surrogates

If a digital surrogate is sent in lieu of a physical item, the recipient of the loan must abide by all terms and conditions set by the lender regarding use of the image or digital files.

9.4 Loans from the National DNA and Tissue Repository

- (a) All applications for loans of material shall comply with the Collections Development Policy. Depending on the material in question, further agreements such as Material Transfer Agreements (MTA) may apply. The decision about use and sampling will generally be made by the Curator of the National DNA and Tissue Repository, in conjunction with the relevant curators of the taxon in question. In some instances, the Deputy Director for Collections may make this decision.
- (b) Any disposal, transfer, or exchange of material, including investigations or analyses, that result in the complete destruction of a registered item (which constitute a deaccession and disposal), will comply with the NHMD Collections Development Policy on Disposal.
- (c) For DNA sequences or any other molecular derivatives of any specimens, links must be made to voucher specimens through resources such as GenBank, the European Molecular Biology Laboratory (EMBL) or any other major depository. Where ABS restrictions apply regarding access to information, restrictions will be placed on where the data may be published.
- (d) The NHMD will not disseminate any details of sequence data, or novel protocols and procedures arising from a borrower's work until they have been published. However, the applicant must accept that the NHMD has obligations under Danish and EU laws and regulations. Similar obligations placed on the borrower under their appropriate local laws or legislations shall also be accepted by the NHMD. These obligations on the NHMD and the borrower may continue to be in force after the work has been completed.
- (e) The NHMD may impose agreements or restrictions, or make reporting requirements, on the borrower.

10. Incoming Research Loans

- (a) All incoming loans have to be officially registered.
- (b) The loan of any item to the NHMD can only be accepted if the loan is made in accordance with all applicable national and international laws, conventions, regulations, and agreements. The NHMD will exercise due diligence to ensure that it does not borrow items for research without being confident that the lender is legally entitled to lend the item. The NHMD will also, when necessary, undertake research to ensure that the item was acquired ethically and without contravening any laws in the country of origin.
- (c) All incoming loans must be for a finite and defined period. The NHMD will not accept 'permanent' or 'indefinite' loans, except in exceptional circumstances, e.g., when national legislation in the Country of Origin precludes transfer of ownership to the NHMD. The request for permanent loans must be agreed to by the Deputy Director for Collections. All requests to borrow items sent to a potential lender must be in writing (either by letter or by e-mail). All subsequent correspondence from this initial request, including loan agreements, must also be placed on file.
- (d) All borrowed material must remain at NHMD throughout the duration of the loan.

- (e) Non-permanent members of staff (including students, post-doctoral students, and staff on fixed term appointments, scientific associates, and honorary research fellows) may only borrow material through a permanent member of staff (curator or collections manager). All requests to borrow items must be approved by the relevant curator.
- (f) Prior to the items being sent to the NHMD, relevant travel and insurance documents must be in place as required, as well as any other legislation (e.g., customs legislation, special transport requirements such as CITES or Dangerous Goods).
- (g) All incoming loans will be subject to the protocols and procedures detailed in the NHMD Collections Care Policy on Integrated Pest Management (IPM). If the lender requires additional adequate safeguards for certain specimens (e.g., use of conservation-grade storage materials, highly secure storage, particular environmental conditions, etc.), these safeguards must be approved by the appropriate curator or Deputy Director for Collections and agreed in advance of the arrival of the loaned item.
- (h) If the lender indicates that the NHMD is required to pay charges, costs, fees, etc. to service the loan, then the member of staff requesting the loan must first obtain the permission of the budget holder.
- (i) The NHMD has an obligation to lenders to care for items loaned to it for the purposes of research, all incoming loans and their location in the NHMD must be digitally recorded.
- (j) Any case of deterioration of, or damage to, an item on loan must be reported immediately to the lender. The collections management staff in the relevant collection responsible for the loan should be advised and will take immediate action to remove the specimens to a different location (without consulting the lender): Likewise, if the borrowed items are seen to be in imminent danger of deterioration or damage, the relevant collections management staff will remove the items to a safe place to prevent further damage.

The NHMD will not attempt conservation on damaged items without prior consent in writing from the lender.

10.1 Items on Loan to Staff who are leaving the NHMD

- (a) A member of the NHMD staff who intends to leave the NHMD (e.g., through retirement, resignation etc.), and who has any obligations with regard to incoming loans, must ensure that these loans are returned to the lender/lending institution and fully closed prior to their departure. In some circumstances, the former staff member may want to bring the borrowed research material to their new workplace; such a transfer can only occur with the approval of the lender/ lending institution.
- (b) Exceptionally, the responsibility of a loan maybe transferred to another permanent staff member of the NHMD subject to agreement with the lending institution.

11. Insurance and Indemnity

11.1 Insurance of NHMD Items on NHMD Property

The NHMD cannot insure its own collections whilst located within any of the buildings defined as the 'NHMD' or during transport between said sites. However, the NHMD can require insurance or indemnity cover for all items borrowed from its collections for the whole period of absence and the cost of this shall be wholly at the borrower's expense.

11.2 Insurance of Items on Loan to the NHMD

The NHMD will take the same reasonable care of items on loan (both research loans and exhibits) as it would of its own collections.

11.3 Insurance of Items not on Loan to the NHMD

All other items that enter the NHMD (e.g., enquiries, unsolicited deposits, identifications, etc.) shall not be insured by the NHMD and the owners must bear the risk to these items.

11.4 Public Liability Insurance Cover for NHMD Items

The NHMD has public and products liability cover that provides indemnity against legal liability for accidental bodily injury or disease (fatal or non-fatal) to third parties or loss or damage to third party property, arising from business activities.

12. Exploitation of NHMD Expertise

When items from the NHMD collections are on loan, this will not preclude the NHMD from: carrying out any research work on those items, providing advice or information on any subject relating to those items to any other person or organisation, exploiting any of those items, or expertise related to those items, as it sees fit, provided the execution of the loan is not affected by the carrying out of such research work or exploitation.

13. Confidentiality and Publication

The borrower and borrowing institution or lender and lending institution must accept that the NHMD has obligations under Danish and EU laws and regulations (e.g., the Data Protection Act 1998, Freedom of Information Act 2000 and General Data Protection Regulation, 2018) to disclose, on request, information it may hold, such as the specific details of a loan. Similar obligations placed on the borrower and borrowing institutions or lender and lending institution under their appropriate local laws or legislations shall be accepted by the NHMD. These obligations on the NHMD and the borrower/borrowing institution or lender/lending institution may continue to be in force after the work is completed.

14. Location and Movement Control

- (a) Items from the NHMD collections may be moved to different locations for the purposes of curation, conservation, study, security, exhibition teaching and education. Such moves may occur within all of the sites operated by the NHMD, or involve movement to and from another museum, gallery, organisation or individual. Hierarchical location indicators must be used in order for the NHMD to pinpoint the location of items for which the NHMD is legally responsible. These indicators should be recorded in the appropriate collections management system.
- (b) Not all material within the NHMD is currently contained within these digital systems. Location data may, at present, also be contained in different navigational aids. The responsibility for the registration of item location and the updating of location lists lies with the appropriate curator.
- (c) Movement of any item can only take place after the following measures are taken:
 - An assessment has been made of the item's fitness for movement.
 - The suitability of the new location has been assessed and where necessary approved.
 - Due consideration has been given to the reason for moving the object.
 - The appropriate authorisation for movement of an item has been given.
 - The transfer of NHMD items between NHMD collections sites has been recorded as changes of location.
 - The transfer into or out of exhibitions at the NHMD has been treated as internal loans.

15. Loss and Damage

- (a) The NHMD has a duty to care for the collections and takes loss very seriously.
- (b) Each collections item is as an individual and often unique item, and thus each occurrence of loss should be covered on a case-by-case basis.
- (c) On recognizing the loss of an item, the member of staff must notify the relevant curator immediately.
- (d) Details of the loss sustained, and any subsequent related information must be recorded.

- (e) If the item is heavily used for reference or of notably historic, monetary, or educational significance, a case should be considered for the potential replacement of the object.
- (f) The loss of items must be registered.
- (g) The appropriate curator will inform the originator of any Material Transfer Agreement, or similar agreement relating to items in its care, if the material in question is covered by such an agreement.
- (h) Borrowers must notify the NHMD of any damage or loss of an item on loan.

16. Object Exit

16.1 Forwarding of Loans from the Collections

- (a) The legal status of any item will be established prior to being despatched.
- (b) No items will be despatched until the person responsible has ensured that the recipient is available to receive the items. If no prior agreement, concerning the return of the items has been made and if the recipient for the despatch cannot be contacted or is known to be deceased, then appropriate checks must be made into the ownership of legal title. No items will be despatched to a third party without the owner's written permission.
- (c) All items being despatched will be accompanied by the following information and conditions:
 - A notification of despatch sent by e-mail to the recipient.
 - All information and documents relevant for ABS and compliance with the provisions of national and international regulations.
 - The recipient is obliged to sign and return the relevant documents as requested by the NHMD.
 - The recipient must forward an acknowledgement by e-mail as soon as the item is received.
- (d) No item will knowingly be despatched that is infested with pests.
- (e) Trained personnel will carry out the packing and wrapping of all items for despatch.
- (f) Items must only be despatched via recognised and approved transportation methods.
- (g) No items will be despatched that are in any way hazardous to persons or property, or that contravenes international, national, or the carrier's own regulations.
- (h) Significant items, that are considered valuable, particularly rare, or important to research, will only be despatched by appropriate means that minimize the time in transit and the risks to the items; such items may be accompanied by a trained member of the NHMD staff.

16.2 Return of Items Stored at the NHMD for a Limited Period

The return of items sent in and dealt with under Object Entry is structured as follows:

- It is the responsibility of the depositor to collect the items, or arrange for their return, from the NHMD after individual agreements.
- If items remain uncollected despite a fixed pick-up agreement, the NHMD may assume that the items have been abandoned and the NHMD may claim valid legal title to the items. The NHMD thereafter reserves the right to treat the items as it deems appropriate, which may include retaining the items for inclusion in the collections or destroying them in accord with the NHMD Collections Development Policy.

An acknowledgement of receipt of returned items shall be sent to the NHMD by the depositor or owner.

17. Access to Collections Information

The NHMD is committed to the principle of free access to its collections' information, consistent with its statutory responsibilities and intellectual property rights, and will respond positively to those requesting information on the collections.

Based on this principle, the NHMD will make collections data and information freely available on its data portal where available.

- (a) There may be circumstances where data are not automatically released or publically available. These circumstances include but are not restricted to:
- Information that would compromise Collections Security, for example valuable objects.
 - Information associated with a critically endangered species of plant or animal, including parts and derivatives, where providing the data would put the population at risk.
 - Where provision of information would be unlawful, for example information, which the NHMD is contractually obliged to keep confidential; this would include agreements relating to ABS requirements.
 - Information relating to Human Remains (see the NHMD Human Remains Policy for more information).
 - Where the provision of information would put the personal safety or privacy of individuals or property at risk.
 - Limited availability of specimens, data, or resources.
 - Ongoing research or commercial activities of the NHMD or its associates.

In these cases, the NHMD will work with the enquirer to determine how their information needs may be best satisfied without compromising third parties or the privacy of the NHMD or its employees.

18. Security of Collections Information

- (a) The University of Copenhagen's Information Security Policy defines the NHMD's general policy on information security. The policy applies to the entire University of Copenhagen, both as an authority, an employer, and a research institution.
- (b) The NHMD is committed to the development and review of its electronic systems to ensure that they are fit for purpose, that the information stored in them remains accessible and that the information is safeguarded against future obsolescence.
- (c) The NHMD electronic collections management system has standardised the use of item numbers. The registrar must maintain a list of all historical item-numbering systems for all collections. It is the responsibility of the curators and collections managers to submit such information to the registrar.
- (d) Each collection must maintain an inventory of the system or systems used for the arrangement of collections. This information should be submitted to and stored by the data manager.
- (e) The data manager will be responsible for maintaining a list of all departmental staff who have the authority to create, edit, update and access inventory records in the collections management systems that the NHMD use.
- (f) The NHMD holds historical paper records of additions to its collections in their broadest sense; this information is contained in a series of ledgers including registers, protocols, donation volumes, and purchases. The NHMD is committed to the conservation, care and back up of these primary records.
- (g) If breach of security occurs, the Deputy Director for Collections must be informed.

19. Collections Management Audit

- (a) Undertaking an audit of the NHMD collections involves the examination of physical items or item information in order to verify that NHMD Collections Management Policies are being followed, thereby ensuring that the NHMD is discharging its responsibilities to the collections. The purpose of an audit is to highlight differences between agreed procedures and actual/current ways of operating, and then to resolve these differences through pragmatic and practical solutions. It is part of the audit's function to verify inventory information. A departmental audit also aims to verify the existence of items and their associated data.

- (b) The NHMD shall undertake regular audits of its collections and collections management activities.
- (c) The audit will be performed by the Sections Management, the Registrar and a Collections Manager or Curator from the department being audited. The audit will take place at reasonable intervals for each department.
- (d) All NHMD audits will ensure that:
 - The organisation maintains, manages, and documents a regular review of the items in its collections and the information relating to them.
 - The audit of items is based on the physical presence of the items.
 - All relevant item-related documentation has been updated as required in a timely manner.
 - Remedial action is taken as required following the discovery of missing items, wrongly or inadequately documented items, or undocumented items.
 - Wherever possible, inventory checks are conducted or witnessed by a person not responsible for their custody or record keeping.
- (e) Where relevant all procedures for audits will be agreed in advance between the department being audited and those undertaking the audit.

20. Policy Review Procedure

This Policy replaces any previous policy.

The Collections Access Policy will be reviewed at least once every five years to maintain its validity and usefulness as a guide for the Museum staff and Board of Directors. The Deputy Director for Collections will submit proposed revisions to the Board of Directors for final approval.

By keeping current with both national and international regulations and trends, the Registrar will continually review the policy to guarantee accurate documentation and will identify if a formal review and revision is necessary before the next due date for review.

The date when the policy is next due for review is noted below.

Name of governing body: Board of Directors, Natural History Museum of Denmark

Date of approval by governing body: 16 May 2023

Date at which this policy is due for review: 16 May 2028

APPENDIX A. Definitions.

ABS

Acronym for "Access and Benefit-sharing". It is used to refer to the way in which genetic resources or traditional knowledge associated with such resources is accessed and how the benefits that result from the utilisation of such resources and associated traditional knowledge are shared with the countries and/or indigenous and local communities providing them.

The NHMD

Natural History Museum of Denmark, Copenhagen (In English).
Statens Naturhistoriske Museum, København (In Danish).

The NHMD Collections (or the Collections)

The Natural History Museum of Denmark collections contain of more than 14 million objects including skins and hides, skeletons, mounted animals, dry animals (whole body or part of it), organisms in jars with 70% alcohol or affixed to glass slides, arthropods on pins, plants and algae on herbarium sheets, dry botanical collection (wood, cones, fruits, seeds, fungi, lichens), fossils, minerals, meteorites, rocks and more, from all over the world.

The living collections of the Botanical Garden consists of round 10,000 plant species, such as orchids, cacti, carnivorous plants, and exotic trees. The Botanical Garden is treated separately in the *NHMD Living Collections Policy*.

Additionally, the archival collection of the Museum consists of original drawings, photos, plates, correspondence, diaries, and historical books connected to the collections or collectors.

Memoranda of Understanding (MoU)

For the purpose of this policy a memorandum of understanding shall mean any agreement, accord, contract, signed document etc., between the NHMD and another institution, organization, government, country etc. These memoranda can only be approved by the Museum Director or the Deputy Director, as appropriate. Local agreements between individuals, groups of individuals, funding sources, departments etc., are not considered MoU's, although these must be approved by the relevant Deputy Director.

Mutually Agreed Terms (MAT)

An agreement reached between the providers of genetic resources and users on the conditions of access and use and the benefits to be shared between both parties.

Prior Informed Consent (PIC)

Permission given by the competent national authority of a provider country to a user prior to accessing genetic resources, in accord with an appropriate national legal and institutional framework and setting out what can be done with the resources (i.e., what a user can and cannot do with the material).

APPENDIX B. Collections Management Documentation Standards

The NHMD will digitally record all relevant and appropriate information generated by collection management processes and procedures including information about items it holds but that are *not* part of the NHMD collections (e.g., incoming loans, proposed acquisitions, disposed of items).

Documentation Standards for Items Entering the NHMD as New Acquisitions

1. The following minimum data is mandatory for all new entries of new acquisitions and retrospective documentation:
 - Item number (acquisition, registration, or catalogue)
 - Number of items or lots
 - Item name
 - Brief description (sufficient to identify the item or group of items)
 - Former ownership details, if any
 - Acquisition method, source, and date
 - Applicable permits or other documents associated with legal provenance under access regulations (e.g., Prior Informed Consent, Mutually Agreed Terms, Internationally Recognised Certificate of Compliance, and Material Transfer Agreement)
 - Entry number
 - Location in the museum
 - Name of person that recorded recording the information and date
 - Any restrictions on use with respect to ABS, including restrictions on use of material with regard to Material Transfer Agreements, Mutually Agreed Terms and Prior Informed Consent on incoming research loan material, incoming field collections, etc.
2. For items entering the NHMD temporarily, including items for consultancy, the following minimum data applies:
 - Contact details of the owner or lender and reason for the deposit
 - Date item deposited and date item due for return
 - Condition of the item
 - Physical location of the item in the NHMD
3. For Incoming Research Loans, the minimum information to be recorded is:
 - Purpose of the loan
 - Contact name and address of the lender and/or the owner
 - Name of the NHMD staff member that requested the loan (and the name of the person that they requested the loan for, if applicable)
 - Lender's loan number (if provided by the lender)
 - Total number of items in the loan, item numbers and description of items in the loan (where appropriate)
 - Insurance valuation as provided by the lender (either for individual items or as a total for the entire loan)
 - Condition of the items
 - Information relevant for ABS.
 - Loan period (start and end dates, plus extension dates as appropriate)
 - Exact location of where the loan is stored at the NHMD