

Terms and Conditions for UMMP Specimen Loans

1. Parties

This Loan Agreement (“Agreement”) is between the Regents of the University of Michigan, on behalf of its University of Michigan Museum of Paleontology (“UMMP”), and the institution named on the loan form (“Borrower”).

2. Care, preservation and exhibition

2.1 Loaned specimens (the “Specimens”) shall be stored and handled with care by Borrower under suitable environmental conditions and in accordance with standard museum practices.

2.2 Damage, loss, or theft of or to the Specimens will be reported immediately to UMMP by Borrower, and no attempt at repairs of or to the Specimens should be made by Borrower or anyone acting on Borrower’s behalf without written approval from UMMP. Additionally, Borrower is responsible for any and all damage, destruction, loss or the like to the Specimens while the Specimens are in transit to or from Borrower’s facilities or while in Borrower’s care, custody, or control.

2.3 In some cases, monitoring of environmental conditions may be required with respect to the Specimens. The Borrower shall perform such monitoring if required by UMMP.

2.4 Numbers, other marks, and labels contained on, in, or around the Specimens are not to be altered or removed by the Borrower or anyone acting on Borrower’s behalf.

2.5 Unless otherwise agreed in writing, preparation, molding and casting, and destructive sampling/alteration by Borrower or anyone acting on Borrower’s behalf are prohibited.

2.6 Long-term use of the following materials in storage or display areas housing the Specimens must be avoided:

PVC (polyvinyl chloride)
PVDC (polyvinylidene)
PVA (polyvinyl acetate)
Acidic polyesters
Polyurethane foams
Chloroprene (e.g., Neoprene)
Urea formaldehyde panels
Wool
Jute
Carpet

2.7 Exposure of the Specimens to direct sunlight and ultraviolet radiation will be avoided. Additionally, extra controls are required if the UV radiation level exceeds 75 microwatts per lumen. Unless otherwise agreed in writing, UV photography by Borrower or anyone acting on Borrower’s behalf is prohibited.

2.8 Borrower represents, warrants, and covenants that, at all times that Borrower has possession of the Specimens, it will meet the standards in 411 DM and the DOI Museum Property Directives (see <https://www.doi.gov/museum/policy/Museum-Directives>).

3. Location

3.1 The loan contemplated by this Agreement is made to Borrower under the supervision of a named individual located at Borrower’s institution. The Specimens shall not be secondarily loaned to other institutions or moved to an institution not listed as the Borrower on the loan form. A transfer of the Specimens to another institution/unit requires written documentation as a new loan by UMMP. In the event that the named individual on the loan form is no longer affiliated with the Borrower, the loan should be returned to UMMP or the Borrower may notify UMMP that a different individual is now responsible for management of the Specimens.

3.2 The Borrower shall notify UMMP of any need to move the Specimens outside of the primary physical location of the Borrower.

3.3 The Specimens may not be stored in a private residence.

4. Rights and attribution

4.1 The Specimens are to be used for research and education purposes only. For the avoidance of doubt, no commercial or other uses may be made of the Specimens while on loan to the Borrower.

4.2 When used in research, education, or exhibition by the Borrower, the Specimens should be properly attributed to the University of Michigan Museum of Paleontology, and UMMP catalog numbers will be included in all publications or signage. Our standard institutional abbreviation is “UMMP”.

4.3 Specimens managed by US government agencies (e.g., BLM) and reposit at UMMP will be attributed to the UMMP and the appropriate government agency by the Borrower.

4.4. The Borrower shall not share precise locality information (e.g., GPS coordinates) of the Specimens on publicly accessible platforms. For the avoidance of doubt, this includes removing any and all meta data from pictures or other media that could share this type of information more broadly.

4.5 At the request of UMMP, the Borrower will provide to UMMP any works, including, but not limited to, photographs or other images, digital 3D models, CT data, casts, and other technical documentation, created by the Borrower during the term of the loan related or containing reference to the Specimens. The Borrower hereby grants UMMP a fully-paid-up, non-exclusive, perpetual, worldwide, irrevocable license to use and distribute these works for research and educational purposes in any manner that UMMP may so desire.

4.6 If the Borrower wishes to reposit digital or physical replicas of Specimens with a repository for any purpose whatsoever (the "Reposit"), the UMMP shall be given the first right of refusal to serve as such repository. In the event of a desire to Reposit by Borrower, Borrower shall notify UMMP in writing of its intent to Reposit, and UMMP shall have thirty (30) days to accept or decline in writing its right to serve as the repository. If the UMMP declines to serve as the repository, Borrower may Reposit with a third-party repository only if the Borrower ensures that such repository applies a usage license as follows: such license shall 1) meet the requirements of Section 4.1–4.4; 2) utilize a contractual agreement to govern access to the reposit materials and not rely exclusively on copyright law (e.g., Creative Commons licenses are not permitted) to govern access; and 3) prohibit commercial usage and the creation of additional physical copies via molding/casting or 3D printing without the prior written consent from the UMMP.

5. Insurance

5.1 Unless otherwise agreed by UMMP, UMMP expects that the Borrower will continuously insure the Specimens under an all-risk, fine arts policy subject to the standard exclusions, both in transit and while in the Borrower's custody (wall-to-wall) in an amount not less than the value stated in this agreement. For all purposes under this Agreement,

the value of the object(s) is the dollar value set forth on the loan form.

If requested by UMMP, the Borrower will provide UMMP with a certificate of insurance naming "The Regents of the University of Michigan" as a loss payee. The certificate of insurance will indicate the amount and type of insurance, all named insureds, and that no policy named on this certificate will be canceled without notice to UMMP at least ten days prior to the proposed date of cancellation.

5.2 Upon request, the Borrower shall provide UMMP with an inventory of the Specimens.

6. Return of loans

6.1 The Specimens that are no longer required by the Borrower will be returned to UMMP promptly. UMMP reserves the right to terminate this Agreement, and the loan contemplated thereby, at any time. In the case of any such termination by UMMP, the Specimens will be returned to UMMP immediately. Unless otherwise agreed by both parties in writing, the Specimens shall be returned to UMMP in the condition in which they were loaned.

6.2 The Borrower will contact UMMP before initiating a return shipment. The Specimens will be appropriately packed by an experienced professional to prevent damage during shipping.

6.3 Only trackable shipment methods (e.g. UPS, FedEx) will be used for returns. Tracking information will be provided to UMMP by the Borrower at the time of shipment.

7. Applicable law

Amendments or changes to this Agreement must be agreed in writing by the parties. This Agreement is governed by the laws of the State of Michigan.