

# **M Plus Museum Limited**

## **Collections Management Policy**

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## TABLE OF CONTENTS

DEFINITIONS

PURPOSE

BACKGROUND

OUTLINE

### CHAPTERS

1. ACQUISITION AND ACCESSIONING .....	9
2. DEACCESSIONING/DISPOSAL .....	11
3. LOANS .....	12
4. OBJECTS PLACED IN THE CUSTODY OF THE MUSEUM .....	15
5. CONSERVATION/CARE AND MAINTENANCE OF THE COLLECTIONS.....	16
6. RISK MANAGEMENT/INSURANCE .....	17
7. DOCUMENTATION, COLLECTION RECORDS AND INVENTORIES	17
8. ACCESS TO THE COLLECTION .....	19
9. RIGHTS AND REPRODUCTIONS .....	19
10.REVIEW OF THE COLLECTIONS MANAGEMENT POLICY .....	20
APPENDIX I .....	21

## DEFINITIONS

Words beginning with a capital letter in this Policy have the meaning as set out below unless the context requires otherwise.

- **Accessioning** – the process of officially accepting Objects into a museum’s collection. Formal accession occurs after Acquisition of an Object and when the transfer of physical ownership of the Object to the museum has been completed. **Accessioned** has a corresponding meaning.
- **Accessioning Date** – the date on which a purchased Object is paid for or the date the Deed of Gift for a donated Object is countersigned.
- **Acquisition** – the process by which legal title to an Object is acquired for the Collection. This includes acquisition by purchase, donation, bequest, commission, partial purchase/partial donation, promised gift, and purchases made with donor funds.
- **Acquisition File (AF File)** – a file of all information, correspondence, and documentation relating to the acquisition of an Object.
- **Acquisition Policy** – the M+ Acquisition Policy that contains the broad strategy and procedures for building the M+ Collection as approved by the Authority and as amended from time to time.
- **Authority or WKCDA** – the West Kowloon Cultural District Authority.
- **Borrower** – the party requesting to Loan an Object from the legal owner. For an Outgoing Loan, this is the institution or approved party requesting Object(s) from the Collection. For an Incoming Loan, this is M+ Ltd. requesting to borrow materials from an external party.
- **Cataloguing** – the systematic recording of data on Objects in the Collection in accordance with agreed international museum and archive standards such as those established by the ICOM or ICA.
- **Collections (or M+ Collections)** – all Accessioned Objects acquired by M+ which include M+ Collection, M+ Sigg Collection, M+ Collection Archives and M+ Library Special Collection.
- **Collection Management System** – a computer database serving as the authoritative repository of catalogue information about objects (currently The Museum System or TMS).
- **Condition Report** – a report describing the physical and conceptual integrity of an Object, establishing its physical state and assessing its vulnerability. The report should be both written and pictorial when appropriate, using standardised vocabulary and scientific documentation when possible.
- **Copyright** – the exclusive legal right of the author of a creative work to control the reproduction, performance, distribution and ‘making available to the public’ of that work.

- **Conservation** – all measures and actions aimed at safeguarding cultural heritage while ensuring its accessibility to present and future generations. Conservation embraces preventive conservation, remedial conservation and restoration. All measures and actions should respect the significance and the physical properties of the cultural heritage Object.
- **Courier** – the representative of the Lender, who is responsible for ensuring safe handling of the work during packing, transit, unpacking, re-packing and, if necessary, during installation and de-installation, and to condition check Loans for which the Courier is responsible as required.
- **Custody Agreement** – a legal contract regulating the terms of the bailment of a Custody Object.  
**Custody Object (Object in Custody)** – an Object which is not owned by the museum but is left temporarily under its custody for different purposes, i.e. identification, research, examination or for acquisition consideration. Custody does not involve legal transfer of ownership.
- **DDCE** - the Deputy Director, Collection & Exhibition, M+
- **DDCCC** – the Deputy Director, Curatorial and Chief Curator, M+
- **Deaccessioning** – the formal and permanent removal of Accessioned Objects from the M+ Collections.
- **Deed of Gift** – the legal document which regulates the terms of an Object donation or donation of funds intended to finance Object purchases.
- **Due Diligence** – the requirement that every endeavour is made to establish the facts of a case before deciding a course of action, particularly in identifying the source and history of an Object offered for Acquisition or use before accepting it. (ICOM, *Code of Ethics*, 2013).
- **ICA** – International Council on Archives.
- **ICOM** – International Council of Museums.
- **Incoming Loan** – Objects which do not form part of the M+ Collections that are brought into M+ for the purpose of temporary exhibition, research or assessment.
- **Institutional Archives** – the institutional archive which is collected, preserved and made available by M+ Archives.
- **Intellectual Property Rights (IPR)** – a group of legal rights relating to ‘intangible’ property. The IPR’s most immediately relevant to M+/WKCD include copyright; moral rights; publication right; trademark; design right.
- **Lender** – the institution or person who is the legal owner of the loaned Objects.
- **Letter of donation** – a letter outlining the intention to donate and the terms and conditions under which an Object is donated to the M+ Collections.
- **Licence** – an agreement by the owner of intellectual property to grant rights to another entity, subject to specific terms and conditions
- **Loan** – the temporary transfer of Object(s) from one party to another in which there is no transfer of ownership.

- **Loan Agreement** – a contract between a Lender and a Borrower of an Object(s) specifying the Object(s) and outlining the conditions of Loan and the respective responsibilities of each party.
- **Loan Moratorium** – a fixed period in which a museum does not allow its Collection to go on Loan. It generally relates to a specific situation such as the development of refurbishment works, a building expansion or temporary staff limitations.
- **Long Term Loan** – a loan of several years' duration, generally three to five years.
- **Management Agreement** – the Deed of Management Agreement dated 30 March 2017 between M+ Collections Ltd. and M+ Ltd.
- **MDM+** – the Museum Director, M+
- **M+** – the M+ museum
- **M+ Archives** – the team within the C&E Department with responsibility for preserving, cataloguing and making accessible Collection archives and institutional archives.
- **M+ Board** – the board of M+ Ltd.
- **M+ Collection** – comprises everything in the M+ Collections outside of the M+ Sigg Collection, M+ Library Special Collection and M+ Collection Archives.
- **M+ Collection Archives** – archival material that is acquired to be part of the M+ Collections.
- **M+ Collection & Exhibition Department (or C&E Department)** – a department within M+ that includes the areas responsible for the care of the Collection, the implementation of exhibition projects, the library, and the archives. It comprises the following teams: archive & library, collections management (registration, records management, and rights & reproductions), conservation, exhibitions & displays (exhibition management, design and installation), and international relations.
- **M+ Collections Ltd.** – M Plus Collections Limited, a company limited by guarantee incorporated under the Companies Ordinance, being a wholly owned subsidiary of WKCD.
- **M+ Collections Trust** – a trust created by the Authority pursuant to the M+ Collections Trust Deed dated 28 March 2017.
- **M+ Library Special Collection** – consists of Object(s) that are in nature published works – regardless of their content or whether they are text-based, produced for commercial or open distribution – that are acquired into the M+ Collections.
- **M+ Loans Group** – a group of M+ staff who assess all Loan requests of the Collection. The M+ Loans Group includes the MDM+, DDCCC, DDCE, Head of Registration and Collections Management, Senior Registrar, Loans and Exhibitions and the relevant curatorial and conservation staff.
- **M+ Ltd.** – M Plus Museum Limited, a company limited by guarantee incorporated under the Companies Ordinance, being a wholly owned subsidiary of WKCD.
- **M+ Sigg Collection** – a collection of Chinese contemporary art from the 1970s to the present, partly donated and partly purchased from a Swiss collector.
- **Object(s)** – works of art, articles and objects, archives and published works..

- **Object File** – an organic compilation of information on an Object in the M+ Collections, and/or on the creator of the Object.
- **Object Number** – the permanent, unique identification number assigned to an Accessioned Object.
- **Outgoing Loan** – the temporary transfer of Objects(s) in the M+ Collections to another institution or party for the purposes of exhibition or display.
- **Policy** – means this Collections Management Policy as amended from time to time.
- **Preventive Conservation** – all measures and actions aimed at avoiding and minimising future deterioration and damage to Objects.
- **Procedures Manual** – means the Collections Management Procedures Manual prepared by M+ as amended from time to time.
- **Proposing Curator** – the curator responsible for preparing an Acquisition proposal to be considered by the relevant approving authority. A curator is a museum professional that works directly with the Collection and is responsible for its interpretation, exhibition, research and publication.
- **Provenance** – the ownership history of an Object, the documentation of which helps establish legal title to and the authenticity of an Object.
- **Purchase Agreement (formerly referred to as an “Acquisition Agreement”)** – the legal contract that regulates the terms of an Object’s purchase.
- **Remedial Conservation** – all actions directly applied to an Object or a group of Objects aimed at arresting current damaging processes or reinforcing their structure.
- **Restoration** – all actions directly applied to a single and stable Object aimed at facilitating its appreciation, understanding and use.
- **Scientific documentation** – use of appropriate and standardised methods that result in producing accurate, complete and permanent records relating to Objects that enable ongoing monitoring of those Objects.
- **Simplified Purchase Agreement** – a simple purchase agreement for low value purchases.
- **Temporary Number** – the unique identification number assigned to all Objects under the care of M+ and to Objects which are being proposed for Acquisition. The temporary number is superseded by the Object Number when an Object is Accessioned.
- **Trust Deed** – the *M+ Collections Trust Deed dated 28 March 2017*.
- **Trustee** – means the *M+ Collections Limited*.
- **WKCD Board** – the Board of WKCD.

## PURPOSE

1 A collections management policy covers the care of collections and their supporting documentation. Good collections management enables a museum to balance its obligations of caring for its collection, monitor any associated risks and enable the most efficient use of the collections for the benefit of the public.

2 The purpose of this Collections Management Policy (Policy) is to minimise risks to the M+ Collections by:

- setting out the principles by which M+ will care for and manage the M+ Collections; and
- identifying the staff responsible for the care of the M+ Collections.

3 This Policy is supported by the Procedures Manual which includes detailed instructions and workflows that apply this Policy to M+'s day-to-day activities.

## BACKGROUND

4 The M+ Collections are owned by:

- WKCD; and
- M+ Ltd.; and
- M+ Collections Ltd., the Trustee of M+ Collections Trust

5 WKCD was established under the West Kowloon Cultural District Authority Ordinance (Cap.601) of the Laws of Hong Kong.

6 M+ Ltd. is a wholly owned subsidiary of WKCD. M+ Ltd. was set up to plan, design, operate, manage, maintain and otherwise deal with the arts and cultural facilities and related or ancillary facilities of M+.

7 M+ Collections Ltd., a wholly owned subsidiary of WKCD, was set up for a number of purposes including:

- to be the trustee of the Collections Trust (see paragraph 10); and
- to hold the legal interest in the M+ Collections for the benefit of the Hong Kong community.

8 The Trustee has appointed M+ Ltd. to manage the M+ Collections on a day to day basis.

- 9 The M+ Collections Trust was created by WKCD for the following purposes:
- the development of culture with an emphasis on the development of contemporary visual culture for the benefit of the Hong Kong community;
  - the advancement of learning and education anywhere in the world; and
  - so that the Trustee can hold the legal interest in the M+ Collections in trust for the benefit of the Hong Kong community.

- 10 It is the intention that the M+ Collections currently owned by WKCD and M+ Ltd. will be transferred to M+ Collections Ltd., the Trustee of the M+ Collections Trust, and that transfers will continue to be made as Objects are accessioned to the M+ Collections. Under the terms of the Management Agreement made between M+ Collections Ltd. and M+ Ltd., M+ Ltd. is responsible for the day to day management of the M+ Collections.

## OUTLINE

- 11 M+ is currently building a world-class collection representative of 20th and 21st century visual culture with a global vision from Hong Kong. This Policy is the guiding document for the management of the Collections and, with related procedures, defines and describes the processes that an Object goes through during its lifecycle in M+. Complementing the parameters set out in the Acquisition Policy with regard to the collection strategy and acquisition procedures, this Policy delineates M+'s responsibilities with regard to the management of the Collections.

- 12 The aim of this Policy is to ensure that all important decisions relating to the care of the Collections are made in a timely manner, and that all the necessary documentation is created or obtained promptly and adequately maintained.

- 13 The main collection management activities are described in this Policy under the following headings:

1. Acquisition/Accessioning
2. Deaccessioning/Disposal
3. Loans
4. Objects placed in the custody of M+
5. Conservation/care and maintenance of the Collection
6. Risk management/insurance
7. Documentation, Collections Records and inventories
8. Access to the Collection
9. Rights and reproductions



# 1. ACQUISITION AND ACCESSIONING

## 1.1. Acquisition

- 14 As stated in the *Acquisition Policy* 'M+ may acquire works by purchase, gift, bequest, exchange, transfer, licence or commission—either from its own resources or from monies donated specifically for this purpose'.
- 15 For every Object, whether it be purchased or donated, the Proposing Curator shall write a detailed report, including a description of the Object, its Provenance, condition, publication history and importance to the M+ Collections. The condition of the Object along expected care and maintenance needs should be assessed while working in collaboration with M+ Conservation and Collections Management teams.
- 16 All proposed Acquisitions are reviewed and discussed by the Curatorial Acquisition Group which consists of the Deputy Director, Curatorial and Chief Curator (DDCCC) and other relevant M+ curators, and when necessary the MDM+.
- 17 The final decision on whether to acquire an Object rests with the relevant approving authority (MDM+, Acquisitions Committee, M+ Board or WKCDA Board). Procedures for authorisation of acquisitions are set out in clauses 43–61 of the *Acquisition Policy*.

### Acquisitions by Purchase

- 18 Purchases can be made with M+ Ltd.'s own funds, or funds donated by third parties meant to finance a purchase in part or in whole. Legal title of an Object is transferred immediately upon payment.
- 19 Purchases are governed by a Purchase Agreement or a Simplified Purchase Agreement; the type of agreement used is determined based on the value of the Object(s) the subject of the agreement (including risk and complexity) and the parties to the agreement. The value of purchases that can use a Simplified Purchase Agreement is reviewed from time to time by the MDM+ according to the relevant procedures in the Procedures Manual.

### Acquisitions by Donations or Bequests

- 20 Donations are regulated by a Deed of Gift or a Letter of Donation. The decision as to which document is to be used is determined by the value of the donation, the risk and complexity of the donation and is at the discretion of the MDM+ according to the relevant procedures in the Procedures Manual.

21 In the case of gift or bequest, legal title of the Object is transferred from the Donor to M+ Ltd. either upon sealing of the Deed of Gift, countersignature of the Letter of Donation, or upon the completion of any conditions precedent to the gift taking effect which may be contained in the Deed of Gift or Letter of Donation. (See *Acquisition Policy*, clause 75)

## **1.2. Accessioning**

22 When legal title or licence has been obtained through the Acquisition process, and physical custody has been transferred to M+ Ltd., the Object will be Accessioned into the Collection. Once Accessioned, the Object will be transferred to M+ Collections Ltd., the Trustee.

## **1.3. Due diligence, Authenticity, Legal Title, Provenance**

(See *Acquisition Policy*, clauses 41, 42 and 47)

23 In accordance with the standards set out in the ICOM *Code of Ethics (2017)* and the ICA, *Code of Ethics (1996)*, M+ Ltd. shall conduct proper due diligence to ensure that all Objects that it acquires or borrows are of clear and untainted Provenance in order to protect M+ Ltd. and ultimately the M+ Collections Trust from potential ownership disputes. Due diligence applies equally to Acquisitions and, to the best of all possible efforts, Incoming Loans.

24 M+ Ltd. shall make every effort to rigorously research the Provenance of an Object prior to Acquisition to determine that M+ Ltd. can obtain legal title to the Object. Such research should include, but is not necessarily limited to, determining:

- the ownership history of the Object;
- the countries in which the Object has been located and when;
- the exhibition history of the Object, if any;
- the publication history of the Object, if any;
- whether any claims to ownership of the Object have been made by any person, corporate entity or government other than the proposed seller or donor;
- whether the Object appears in relevant databases of stolen works; and
- the circumstances under which the Object is being offered to M+ Ltd.

25 For all Acquisitions and Incoming Loans, M+ Ltd. shall aim to obtain from sellers, donors, and Lenders all available information and accurate written documentation with respect to the ownership history of the Object prior to Acquisition or Loan approval. The

documentation resulting from this research shall be used to directly inform the final decision to acquire or borrow.

26 Where necessary, M+ will make all possible efforts to extend its due diligence research beyond the information supplied by the seller, donor, or Lender to ascertain a full ownership history of the Object. The original due diligence information and records relating to the Acquisition or Loan of an Object shall be permanently kept on file for future reference.

27 Not all Objects will have a full ownership history without gaps in their Provenance. This will not automatically preclude an Object from Acquisition or Loan. In these cases, the decision to acquire or borrow should be informed by the level of risk associated with the Object in the absence of ownership documentation. Clause 42 of the *Acquisition Policy* provides with regard to Acquisitions: 'If restrictions or qualifications (to legal title) are unavoidable and acceptable to the museum, they must be approved by the M+ Board or the WKCD Board, depending on the purchase price/value of the work'.

28 The parameters set out above shall be equally applied when considering Acquisitions into the M+ Collection Archives and the M+ Library Special Collection. Detailed guidelines are defined in the Archives and Library sections of the Procedures Manual.

#### **1.4. Condition Reporting**

29 For all Acquisitions, after examining the Object, Conservation shall produce an incoming condition report. This document aims to provide a record of the Object's condition at the time of acquisition and a guiding reference for the Object's future care, preservation and display.

## **2. DEACCESSIONING AND DISPOSAL**

30 As stated in clauses 64–67 of the Acquisition Policy: 'A disposition is the permanent alienation from M+ of a work in its collection and will only be undertaken under exceptional circumstances' (64) [...]. 'Deaccession shall be governed by the "General Principles on Conditions of Deaccession from Modern and Contemporary Museum Collections" contained in the Resolution adopted by the General Assembly of CIMAM (International Committee for Museums and Collections of Modern Art) Mexico D.F., November 10, 2009 [revised June, 2011]' (67).

31 Under the Management Agreement, M+ Ltd. has the right to deaccession Objects from the Collections on behalf of the M+ Collections Trust. This is to be done in accordance with the provisions of the Trust Deed. Objects can only be deaccessioned from the M+

Collections Trust with the prior written approval of WKCDA, the M+ Board, the MDM+ and the Protector (as defined in the Trust Deed). After obtaining all the approvals, the proposal must be passed unanimously at a board meeting of M+ Collections Ltd., the Trustee.

32 The criteria for determining whether an Object should be deaccessioned include, but are not limited to, the following:

- The Object is no longer relevant to the mission of M+ (no Objects will be considered for deaccession until the artist has deceased for 50 years.)
- The Object is redundant or is a duplicate and is not necessary for research or study purposes.
- M+ is ordered to return an Object to its original and rightful owner by a court of law; or M+ determines that the return of the Object is in the best interests of M+ Ltd., M+ Collections Ltd., the M+ Collections Trust or the Authority.
- M+ is unable to preserve the Object in a responsible manner; or the Object has deteriorated beyond repair and is unduly difficult or impossible to care for, or store properly.

33 Deaccessioned Objects may be disposed of by several methods, including but not limited to transfer, sale, or exchange. All funds received from deaccessioned Objects shall be used to fund the purchase of other Objects.

### **3. LOANS**

34 In furtherance of its mission, M+ wishes to cooperate with other institutions through a loan programme that increases public access to Objects in the M+ Collections, provided that long-term conservation and M+'s educational, research, and exhibition needs are not compromised. Loan requests must be evaluated in light of the art-historical and scholarly value of the exhibition or public programme for which they are requested, as well as the condition of the Object and its suitability for travel and display.

#### **3.1. Outgoing Loans**

35 Outgoing Loans are reviewed and discussed by the Loans Group, chaired by the MDM+. Each request shall be considered against the criteria set out in the Loans section of the Procedures Manual with final approval by the MDM+.

36 Once a Loan is approved the Registration Team of the C&E Department shall manage the Loan in accordance with the procedures in the Procedures Manual and ensure that all

Loans are governed by written Loan Agreements.

37 A standard loan fee (administrative fee) will be applied to all Outgoing Loans, according to the relevant procedures in the Procedures Manual. The standard loan fee may be revised from time to time with the approval of the MDM+.

38 A summary report of the approved Outgoing Loans shall be provided to the M+ Board at each Board meeting and to the M+ Collections Trust quarterly as required under the Management Agreement.

39 When deciding to loan an Object to a particular exhibition, M+ shall consider the likelihood of the exhibition displaying Objects that have been stolen or illegally exported or illegally imported from their country of origin, as defined in the *UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property*, (1970).

### **3.1.1 Loan related costs**

40 All of M+ 's expenses relating to an Outgoing Loan shall be covered by the Borrower including, but not limited to, the following:

- Loan fee
- Museum standard packing and crating
- Fine art shipping
- Customs formalities
- Any necessary framing, mounting, matting or glazing
- Duplication or migration of media
- Insurance
- Conservation (when required)
- Courier expenses (when required)
- Fees for obtaining copyright permissions from any third parties (when required)

### **3.2 Incoming Loans**

41 Incoming Loans will be accepted for the purpose of exhibitions, public programmes or for approved research. Objects may be borrowed from institutions and individuals for a specified period, though they may be renewed or extended by mutual agreement.

42 The Curator of an M+ exhibition is responsible for selecting Incoming Loans, and undertaking research to determine the location, legal ownership, Lender's loan requirements and availability of the Objects. The selection of the Incoming Loans shall then be presented for final approval from the MDM+. Following approval, a loan request letter signed by the MDM+ shall be submitted to the Lender for consideration.

43 Incoming Loans shall be regulated by means of a Loan Agreement that sets all the conditions of the Incoming Loan and includes the necessary information on the Objects and their requirements. The Lender must provide an insurance value of the Incoming Loans for insurance purposes. The Curator of the M+ exhibition should review and agree the values provided.

44 When borrowing Objects, M+ acts as the Borrower and shall bear the loan related costs as defined by the Lender, including, but not limited to those described in paragraph 40. These costs shall form part of the exhibition or research project budget.

45 M+ should exercise the same standard of care for Objects on Loan as it does for Objects in the Collection and always as agreed with the Lender.

### **3.3 Long Term Loans**

46 Incoming Long Term Loans are normally loans of an initial three to five year duration that is renewable and are often proposed as alternatives to donations. Clause 44 of the Acquisition Policy describes the parameters under which a Long Term Loan may be considered. The initial period of an Incoming Long Term Loan should be stated in the Loan Agreement and must never be open-ended.

47 Long Term Loans from the Collection shall follow the same conditions as all Outgoing Loans but shall be governed by a Loan Agreement reviewed every three to five years.

48 To ensure that Long Term Loans are appropriately displayed and acknowledged, M+ may ask the Borrower to provide updated photographic documentation and condition reports of the Long Term Loans, at any point throughout the loan period. Site visits may also be arranged to ensure that the Objects are appropriately displayed and acknowledged.

### **3.4 Unclaimed or Abandoned Loans**

49 In some circumstances, M+ may be left with Objects that it is unable to return to their rightful owners. In such instances, M+ shall make all necessary efforts to contact the Lender or conduct further research on the legal status of the Objects.

### **3.5 Loan Moratorium**

50 A Loan Moratorium is a fixed period in which a museum does not allow objects from its Collection to go on loan. It generally relates to a specific situation such as the development of refurbishment works, a building expansion or temporary staff limitations.

51 Whenever this is the case, M+ will publish the dates of the Loan Moratorium on its website and other public platforms. Loan requests received for exhibitions which fall within the dates of the Loan Moratorium shall not be considered.

## **4. OBJECTS PLACED IN THE CUSTODY OF THE MUSEUM**

52 M+ may obtain Objects under temporary custody during their consideration for Acquisition into the Collections. The primary purpose of taking Objects into custody is to allow for a physical examination of an Object to facilitate a decision on whether to acquire it, although there may be other reasons such as research, identification or conservation.

53 The final decision as to whether to take an Object into custody lies with the DDCCC and the Head of Registration and Collections Management of the C&E Department and will take into consideration the urgency of request and availability of resources to take care of the Object. M+ Ltd. shall enter into a Custody Agreement with the owner of the Object to agree the responsibilities with regard to its care in transit to and while in custody. Ownership of the Object remains with the owner and M+ Ltd. acts merely as a bailor until legal title is transferred through Acquisition by a Purchase Agreement or Deed of Gift, or until the Object is returned to its legal owner.

54 Objects in Custody must be assigned with a temporary number and have an object record in the Collections Management System before they are taken into M+ 's possession.

55 All Objects in Custody must have supporting documentation (Custody Agreement, receipt, correspondence, etc.) and be handled through the Registration Team of the C&E Department. No Object is to be accepted into custody by M+ staff or representatives without prior approval from DDCCC and the Head of Registration and Collections Management.

## 5. CONSERVATION/CARE AND MAINTENANCE OF THE COLLECTIONS

- 56 M+ shall preserve the Collections to maintain their integrity and significance in accordance with international standards for the benefit of present and future generations. M+ shall establish a long-term conservation strategy that shall also reflect public access requirements, research and exhibition needs, funding and staff resources, and urgency of care.
- 57 The Collections should be stabilised for long-term preservation, housed efficiently and stored in suitable environmental conditions in order to protect them from excessive exposure to the main agents of deterioration. The condition of the Collections shall be regularly monitored on a rolling basis and a maintenance programme defined and implemented for Objects on display and in storage based on their vulnerability. Environmental conditions in both storage and galleries should be regularly measured and monitored to comply with recommended international standards. M+ will maintain high standards of handling and installation to preserve the Collections. M+'s preservation standards shall also be maintained for both Outgoing Loans and Incoming Loans.
- 58 The Conservation Team of C&E Department shall coordinate the development and implementation of preventive conservation measures and be responsible for all actions related to remedial conservation and restoration of Objects, including condition reporting with its associated documentation. In order to ensure best practice and compliance with international codes of ethics for conservation, conservators shall adhere to internationally accepted professional guidelines and codes of ethics, including those published by the American Institute of Conservation, the European Confederation of Conservator-Restorers' Organisations and the Canadian Association of Professional Conservators.
- 59 When remedial or restoration treatment is required for an Object, the Conservation Team shall respect the integrity of the cultural property by endeavouring to preserve its material composition and culturally significant qualities through minimal and retrievable intervention. The original intention, usage, history and evidence of Provenance of the Object must be respected. Conservation treatment shall be carefully documented using all relevant means, including scientific documentation whenever applicable and any other relevant investigation means.



## **6.RISK MANAGEMENT/INSURANCE**

### **6.1 Risk Management and Insurance**

60 Risk management requires thoughtful and continuous review of potential hazards to the M+ Collections as a whole, individual Objects and the M+ building that may cause partial or total damage or loss. M+ will take steps to avoid the likelihood of such events occurring and to minimise their impact should they occur.

61 Insurance of the Collection is an integral part of risk management. Insurance shall be provided for all Objects that are part of the M+ Collections, on loan to M+ by way of Long Term Loans or temporary loans. The C&EDepartment will ensure insurance coverage of any Object from the Collections or on Loan to M+ as set out in the relevant Acquisition Agreement or Loan Agreement.

### **6.2 Security**

62 Physical access to the Collection shall be restricted. Staff responsible for the management of the Collections will supervise access to the Collection by other M+ and WKCDA staff and visitors.

63 Before the construction of the M+ building is finalised, the Collections will be stored in several local and international storage facilities that comply with museum standards for security and climate control. Access to the storage spaces shall be restricted and controlled by the C&E Department.

64 It is the responsibility of the C&E Department to ensure that all safeguards have been taken to minimise risks for Objects in transit between M+, storage locations, and external organisations.

65 The C&E Department shall be responsible for coordinating M+ 's emergency response and disaster plan for the Collections in coordination with security and building management guidelines.

## **7. DOCUMENTATION, COLLECTION RECORDS AND INVENTORIES**

### **7.1 Documentation**

66 As the principal collection research tool in any museum, documentation enriches the understanding of the Collections and their cultural and historical importance.

- 67 All Collections activities generate documentation relating to the Object history, identification, condition, location, and others. Maintaining this documentation is an ongoing responsibility of all M+ staff but in particular, the Curatorial, Registration and Collections Management, Archives and Library and Conservation Teams.
- 68 The main repository for documentation shall be the Collection Management System (CMS), which is the authoritative source of information on all Objects belonging to the Collection. The information on the CMS is complemented with hard-copy files that relate to the different collection management activities.
- 69 M+, through its Curatorial and C&E Departments, will maintain accurate and up-to-date records on the identification, location and condition of all Objects in the Collections, as well as of ongoing activities such as exhibitions, Loans, and research and correspondence with donors, artists and scholars. These records shall be kept in an organised and coherent filing system, and records suitable for transfer to the Institutional Archives should be identified, appraised and transferred on a regular basis. All original agreements relating to Acquisition, Loan or Custody of Object(s) in the M+ Collections shall be kept by the C&E Department.
- 70 In general, documentation in relation to the Collection will be available to view for research purposes by researchers from outside M+ and for (external or internal) audit purposes, considering any sensitivities around commercial confidentiality and the security of the Collections.

## **7.2 Object identification**

- 71 All Objects in the care of M+ will have a CMS record and Object Number.
- 72 All Objects and archives will be catalogued according to the accepted international museum, archival and library standards.

## **7.3 Inventory and Location Control**

- 73 It is the responsibility of the Registration Team to maintain an accurate inventory and location data of the Collections and Objects on Loan to M+. Inventory records shall contain an up-to-date specific record of location, whether temporary or permanent, for all Objects for which M+ Ltd. is accountable. Object location records will be retained so to create a history of locations of each Object. On a rolling basis, the Registration Team will conduct random spot checks of locations using a list generated from the CMS.

## **7.4 Institutional Archive**

74 M+ will work towards the establishment of an Institutional Archive with the purpose to document the origin, development, activities, and achievements of M+ as an institution. In fulfilment of this mission, the Institutional Archive shall identify, preserve, and make accessible M+'s records of enduring value.

75 The Institutional Archive will be preserved, stored and catalogued according to international standards, and will be made available to M+ staff and other qualified researchers. In general, restrictions shall be imposed only on certain sensitive documents or series, particularly those relating to commercial terms of Acquisitions and donations such as those involving confidentiality provisions, Trustee activities, current transactions, and personnel matters, in order to protect personal data privacy rights and the interests of M+ Ltd., M+ Collections Ltd., the M+ Collection Trust and WKCD.

## **8. ACCESS TO THE COLLECTION**

76 M+ aims to make the Collections as widely available to the public as possible for present and future generations. Safe access to the Collections for research and for public enjoyment will be facilitated through permanent galleries, collections and temporary exhibitions and the research centre in M+, publications, the website and other on-line environments, and electronic media.

## **9. RIGHTS AND REPRODUCTIONS**

77 When acquiring an Object for the Collections, M+ shall seek to ensure that copyright is either assigned or licensed to M+ Ltd. within the legal framework of the Hong Kong Copyright Ordinance (Cap. 528).

78 In addition to this, as part of the Procedures Manual, M+ will define a specific procedure to regulate issues related to the rights and reproduction of the Collections and ensure awareness of the M+ staff of their responsibilities and obligations in relation to these rights.

79 As part of management processes for the Collections, it is M+'s aim to acquire IPR and appropriate IPR licences in respect of its activities and the Objects in its care wherever possible, and otherwise to manage related risk responsibly.

80 It is M+'s aim to create a comprehensive, high-quality visual record of the Collections and

to make these images and other reproductions widely available on appropriate terms.

## **10. REVIEW OF THE COLLECTIONS MANAGEMENT POLICY**

81 This Policy shall be reviewed by M+ every two years and any amendments to this Policy shall be approved by the M+ Board.

82 The Procedures Manual will be reviewed on an as needed basis to ensure that M+'s procedures remain consistent with this Policy and with international standards in collections management practice.

## **APPENDIX I**

### **SOURCES OF INTERNATIONAL STANDARD PROVISIONS**

1. ICOM – International Council of Museums
  - a. CIDOC – International Committee for Documentation
  - b. CIMAM – international Committee for Museums and Collections of Modern Art
2. ICA – International Council on Archives
3. AIC – American Institute of Conservation
4. ECCO – European Confederation of Conservator-Restorers' Organisations
5. CAPC – Canadian Association of Professional Conservators