

December 2007

## **LONG TERM LOAN CONDITIONS**

### **1. Long Term Loan**

The Lender grants to the Borrower a loan of the objects listed in the appendix to this agreement to be displayed or used for research or other studies on the Borrower's premises for the loan period agreed in this agreement. The object(s) on loan will remain the property of the Lender.

The transfer of possession of the object(s) between the museums is made for the purpose of granting public access to the works as part of the collection display in the receiving museum.

The Borrower grants the same degree of care to the loaned objects as he does in safekeeping his own collections. The environmental conditions and security arrangements will be accepted in advance. Special conditions of care are agreed upon separately if required. The Borrower grants to use the loaned object according to the terms and conditions defined in this agreement.

### **2. Arrangements of the Loan**

The Lender is responsible for the objects being in such a condition to endure normal handling and transportation as well as display

The Borrower is responsible for the transportation of the objects from ..... to ..... and back to ..... after the loan period. A transport company specialised in cultural heritage transportation shall be used. If the Lender or the Borrower has their own transport, it should be used if possible. The Lender's instructions regarding transportation and packing are to be followed and the details agreed upon separately in advance.

The professional staff of the Lender will pack the objects in their transportation cases and will prepare condition reports prior to transport. Unpacking and repacking will be carried out by experienced personnel under competent supervision by the Borrower.

The inspection procedure will meet international museum standards and norms and will take place in the Borrower's premises upon receipt of the objects by the Borrower. The same inspection will take place when returning and receipt of the objects by the Lender.

A condition report will be made and added to whenever an inspection takes place. Reports are binding to both parties concerning the condition of the objects. If one of the parties to this agreement requires, inspection and condition reports are to be made and signed by the Lender and the Borrower jointly.

### **3. Handling and Care**

The Borrower ensures that conditions (technical equipment, temperature, humidity) and security measures including fire safety, accord with the internationally agreed norms in museums, the required climatic conditions and light levels are defined on the appendix to this agreement. The museum premises must be inspected regularly for changes in environmental conditions. The loaned objects will have regular condition inspections, with conservation reports sent to the Lender at agreed intervals.

Handling will be undertaken only by the professional staff of the Borrower. The objects should only be handled in conjunction with packing, unpacking, putting on display and installation. No work is to be removed from its frame or encasement without a separate permission by the Lender. All guidance and special handling or installation requirements given by the Lender must be observed.

The objects must not be unframed, repaired, retouched or cleaned without written permission of the owner.

The Borrower ensures that the museum guards are trained for action in cases of emergency and that there is an up to date emergency plan.

### **4. Insurance**

#### **Version a**

##### *Non-insurance*

The Borrower will provide full insurance coverage during the transportation of the objects. Insurance values are specified by the Lender and approved by the

Borrower. The agreed insurance value is based on a generally approved estimation of the object's fair market value.

Insurance is not provided to cover the objects during their stay on the Borrower's premises. The highest level of safekeeping of the object(s) is required. Environmental conditions and security arrangements are to be accepted in advance.

In the event of damage to an object, the Borrower is responsible for the costs of repair, reasonable conservation and other costs directly relating to the damage in question.

However, the Borrower is responsible for a possible reduction in value of an object, if it has been caused deliberately by the Borrower or the damage is due to the Borrower's negligence or the Borrower does not act in line with the agreement.

### **Version B**

#### *Insurance*

The Borrower is responsible for providing insurance coverage for the insurance values agreed by the parties to this agreement. The agreed insurance value is based on generally approved estimation of the object's fair market value. Insurance coverage is valid during transportation and custody of the objects at the Borrower's premises. The Borrower will provide the Lender with a Certificate of Insurance naming the Lender as an Additional Insured prior the transportation of the objects. Terms and conditions of private insurance are to be accepted in advance by both of the parties to this agreement.

### **Version C**

#### *State indemnity*

The loan shall be covered by the Borrower's State indemnity on a nail-to-nail basis against all risks in accordance with their insurable values as specified by the Lender and approved by the Borrower. The agreed insurance value is based on a generally approved estimation of the object's fair market value. The State indemnity will be valid during the period custody of the objects in the receiving museum and the related journeys. Responsibility begins when the transportation company takes over the objects at the Lender's premises and ends upon their return to the Lender.

In the event of damage to an object, compensation shall be paid according to the national legislation of the State Indemnity.

Regardless of the type or amount of damage, the object remains the property of the Lender.

In the case of loss or damage the Lender must be notified immediately. The damage must be recorded in a condition report accompanied by photographs or other documentation if needed. The Borrower will cover the necessary costs of inspection by the Lender's staff.

The damage, if not mutually agreed, shall in the first place be assessed by one or more outside experts enjoying the confidence of both parties concerned.

## **5.                    *Reproduction and copyright***

The Lender provides reproductions needed (photographs, transparencies or digital images) to the Borrower. The Lender grants on his behalf the right to publish these images as part of museum activities related to catalogues, promotional material, educational and documentary material including digital usage of the images. Merchandise materials such as postcards are permitted if the Borrower himself is the publisher. The Borrower does not have the right to transfer any publishing rights to any third party without separate permission given by the Lender.

Published reproductions must credit the owner of the object.

The Borrower is responsible for obtaining permissions required for the use of images under the terms of national copyright laws.

If the Lender is unable to provide the requested material, the Lender grants on his behalf the right to photograph the objects for the Borrower's usage such as museum catalogues, promotional material, educational and documentary material including digital use. Prior to any photography, the Lender is to be consulted to ensure the safety of the object. The Borrower is responsible for obtaining permissions required related to the law of copyright and does not have the right to transfer any publishing rights to a third party.

If the display of the loaned work requires permission from the copyright owners, such as an audiovisual work of art, it is the Borrower's responsibility to obtain the permission needed as well as to pay any fee associated with copyright law.

## **6.                    *The loan period and possession of the loaned objects***

The Lender agrees to transfer the possession of the objects to the Borrower and the Borrower agrees to keep them in his permanent collections or to use the object for another purpose mentioned in this agreement. A temporary transfer inside the museum, for instance for an exhibition, is possible but must not be done regularly in a way which changes the purpose of the loan. In this case the objects must be safely stored in an area that has the required security, temperature, light and humidity controls. The Lender must be informed in case of such a transfer.

The Borrower does not have the right to place the loaned objects at the disposal of any third party. The Lender does not have the right to assign the objects to the disposal of any third party during the loan period without a separate agreement with the Borrower. However the Borrower does not have the right to refuse to lend to a temporary exhibition, which has a significant cultural or artistic importance to the Lender. In this case the Borrower shall be informed at least 2 months before the beginning of transportation.

If the Lender removes the object to an outside exhibition, the Borrower's liability ends from the moment the object has been condition checked, packed and leave the Borrower's premises.

The Lender has the right to terminate the agreement and repossess the objects on loan if the safety of the object is jeopardized or the Borrower is unable to fulfil his/her commitments.

The Borrower's agreements and practice related to sponsorship policy will be observed as far as they accord to the ethical norms accepted in international museum practice. However, the Borrower has not the right to transfer any publishing rights to a sponsor without separate permission from the Lender.

If the long term loan is supported by a private sponsor, terms and conditions are agreed upon separately.

## **7. Financial conditions**

The Borrower is responsible for all costs in connection with the loan including, but not limited to:

- transportation
- when necessary, costs of conservation and handling
- crates, packing materials, packing and preparation
- insurance or state guarantee
- when necessary, expenses of the courier's travel, accommodation and per diem.

The Borrower covers the real costs related to the loan, but no loan fee shall be charged. All the costs related to the loan shall be confirmed in advance. Neither party to this agreement has the right to make any financial or other commitments on behalf the other party if not agreed upon separately.

## **8. Governing law and jurisdiction**

**Version A**

Any disputes or disagreements which may result from the present agreement shall be settled by means of negotiations. Should they fail, they shall be settled in accordance with the rules of Arbitration Institute of .....Chamber of Commerce. The place of the arbitration is ..... and the language of proceeding is ..... This agreement shall be governed in accordance with the substantial laws of X/ substantial laws chosen by the Arbitration.

If there is damage to an object, the damage or reduction in value shall, if it cannot be resolved through negotiations, be assessed by one or more experts enjoying the confidence of the parties concerned

### **Version B**

Any disputes or disagreements which may result from the present agreement shall be settled by means of negotiations. Should this fail they should be decided by the current laws and statutes of ..... in a ..... court.

If there is damage to an object, the damage or reduction in value shall, if it cannot be resolved through negotiations, be assessed by one or more experts enjoying the confidence of the parties concerned.

## **9. Other conditions**

The Borrower shall provide anti-seizure protection where necessary or when requested, if available according to the national laws of the receiving country.

The Lender will guarantee that he holds appropriate documentation on the object's provenance, also, that the object is not stolen or illegally exported and he has acquired full legal title to the object(s) on loan.

The Borrower has the right to terminate an Agreement with immediate effect if there is any suspicion – after coming into force of the Agreement – about the legal or ethical origin of the object(s).