



Temporary Loan for Use Agreement

No:

Loannumber

The undersigned:

1.

The Kingdom of the Netherlands, whose seat is established in The Hague, duly represented in this matter by the Minister of Education, Culture and Science, on behalf of the director of Cultural Heritage Agency of the Netherlands (RCE), on behalf of the head of Art Collections, department of the Cultural Heritage Agency of the Netherlands in Rijswijk, Ms. Drs. M.M. Hanssen hereinafter referred to as: **the Lender**,

and

2.

(*name of contracting party*).....

with its registered office in

duly represented in this matter by.....the (*position of signatory*) on behalf of (station or stations)

hereinafter referred to as: **the Borrower**,

have agreed as follows:

Article 1 Content and duration of the Agreement

The Lender shall give on loan, for the period of (*dd/mm/yyyy*) to (*dd/mm/yyyy*) to the Borrower and the Borrower accepts this loan of (*number of*) artwork(s) for the exhibition (*title*), hereinafter referred to as the Object, according to the attached specifications.

Article 2 Insurance

1. The Borrower assumes all responsibility and risks associated with the loan and is obliged to take out an 'all risk' insurance of the Object at the value(s) declared by the Lender.
2. Should circumstances give rise to this, the Lender may reassess the value(s) in the interim. However, the Borrower must be notified in writing beforehand.
3. The Borrower shall treat all information concerning the assessed value as strictly confidential and shall not provide any information on this subject to third parties.
4. The obligation to insure contained in paragraph 1 is not applicable if mutual indemnity concerning this obligation to insure has been agreed to in writing.

Article 3 Protection and security of the object

The Borrower is bound to take all measures in any form that may be expected from a prudent custodian in the safeguarding of the Object against fire, break-in, theft, loss, damage or any other circumstance that decreases value.

Lender's initials

Borrower's initials

Article 4 Loss or damage

1. The Borrower shall immediately notify the Lender in the case of loss, damage, or changes that occur in the condition of the Object, using the enclosed adjustment form.
2. The Borrower is responsible for all damage to the Object apart from normal wear and damage resulting from natural decay.
3. Repair or other treatment of the Object may not be carried out without permission of the Lender. The Borrower must submit a written request for this purpose to the Lender accompanied by a detailed condition report and ditto treatment proposal formulated by a recognized conservator registered with the *Restauratoren Register* (Conservators' Register).
4. Any treatment of the Object should be carried out according to the treatment proposal confirmed by the Lender and done by the conservator who formulated the treatment proposal, or a person under the supervision of this conservator. After the treatment, the Borrower is obligated to send the original treatment report including the corresponding (original) images of the Object before, during and after the treatment and an updated condition report.

Article 5 Expenses incurred by the loan for use

All expenses arising from the loan for use of the Object are to be met by the Borrower. These include:

- a) costs of preparations for making the Object 'ready-to-loan', the transport and any installation of the Object by the Lender;
- b) any costs, including transport, arising from insurance and maintenance of the Object at the time of the loan period;
- c) any costs arising from the treatment of damage incurred during the loan period;
- d) compensation to the Lender of the value declared in this Agreement in the case of loss, and for depreciation of value in the case of permanent damage to the Object.

Article 6 Display of the Object

1. The Borrower shall display the Object solely at the locations stated in the specification enclosed with this Agreement. The Borrower may change the location as declared in the specification, but must then promptly notify the Lender in writing.
2. The Borrower shall display the Object solely for the purpose as stated in Article 1.
3. The Borrower carries out complete supervision of the space in which the Object is displayed. The Borrower shall, on request of the Lender, provide a facility report to the Lender.
4. The Borrower bears the responsibility for providing appropriate climate control for the space in which the Object is exhibited.
5. The Borrower shall cite 'Loan Cultural Heritage Agency of the Netherlands' at a clearly visible place near the Object and in catalogues.

Article 7 Publication and exploitation

1. The Borrower shall not infringe the copyright of entitled parties.
2. The publication and exploitation of images of (parts of) the Object is not permitted without prior permission from the Lender and then solely in compliance with the 'Conditions for the use of visual images of art objects from the 'Cultural Heritage Agency of the Netherlands '.
3. The Borrower is obliged to provide a copy of every publication featuring objects from the RCE Collection. The publication(s) should be sent to RCE, Art Collections, P.O. Box 1600, 3800 BP Amersfoort, The Netherlands.

Article 8 Sub loans

The Borrower is not permitted to pass the loan on to third parties, or place the loan at the disposal of third parties, without having acquired prior written permission to that effect from the Lender.

Lender's initials

Borrower's initials

Article 9 General Condition Form (ACF-B)

1. On the reception of the Object, the Borrower, or an authorized representative, shall sign the 'ACF-B' form(s) with which the Borrower declares to have received the Object in the condition as recorded by the Lender.
2. If, in the opinion of the Borrower, the condition of the Object deviates from that stated on the form, the Borrower should note this on the ACF-B form. The Borrower should send the signed form to the Lender within two weeks of reception of the Object.

Article 10 Briefing on and inspection of the Object

1. The Borrower shall periodically provide information on the location and condition of the Object at the request of the Lender.
2. The Lender, or an authorized representative, is authorized at all times to inspect the Object and to see to it that it is being appropriately maintained by the Borrower.

Article 11 Authorization to withdraw Objects

1. The Lender maintains the right, in special circumstances, to temporarily withdraw the Object, or parts thereof, by which the Lender shall observe a notice period of at least two months in advance of the transport date.
2. The Lender maintains the right, in special circumstances, to definitively withdraw the Object or parts thereof. The Lender shall send a substantiated written decision to that effect to the Borrower.

Article 12 Contact person

The Borrower lets all correspondence between Borrower and Lender be handled by one person as much as possible. Any change of name, address, contact person and other information that could influence this Agreement shall be immediately notified in writing to the Lender.

Borrower should immediately inform Lender in the event of legal succession.

Article 13 Non-compliance

On the Borrower's non-compliance with the conditions above, at the discretion of the Lender, the Lender is authorized to terminate the Agreement and to immediately demand the return of the Object, in a way to be determined by the Lender, of which all costs shall be at the expense of the Borrower.

Article 14 Line of Conduct Regarding Professional Museological Ethics

Both the Lender and the Borrower follow the rules given in the Line of Conduct Regarding Professional Museological Ethics.

Article 15 Coming into force

1. This Agreement comes into force after the signing by both parties, or by the reception of the Object by the Borrower.
2. Deviations from this Agreement are only binding when expressly agreed to, in writing, by both parties.
3. By the signing of this Agreement, any other oral or written agreements made earlier by the parties concerning the hereby agreed-to Loan for use, expire.

Article 16 Disputes and applicable law

This Agreement is subject to Dutch law. Disputes will only be submitted to the competent court in The Hague.

Lender:
Name: Ms. Drs. M.M. Hanssen

Borrower:
Name:

Position: Head of Art Collections

Position:

Place: Rijswijk
Date:
25 mei 2012

Place:
Date:

Enclosures:

- Agreement overview
- Conditions for the use of visual images of art objects from RCE
- Conditions for sub loans
- ICOM code of ethics for museum

Lender's initials

Borrower's initials