

LENDING AGREEMENT

Concerning exhibits from the collections of the State Museum Auschwitz – Birkenau in Oświęcim

Executed and signed in accordance with the attached Lending Conditions

By and between:

Name of the Lender: State Museum Auschwitz – Birkenau in Oświęcim
Address: 32-603 Oświęcim, ul. Więźniów Oświęcimia 20, Poland

Entry in the register: Register of cultural institutions of the Minister of Culture and National Heritage under no. RNIK 22/92, with NIP (tax identification number): 549-000-55-49 and REGON (statistical identification number: 000276015

Represented by: Doctor Piotr M.A. Cywiński – Director
and Małgorzata Mentelska – Chief Accountant

and

Name of the Borrower:

Address:

Entry in the register:

Represented by:

The object hereof is the lending of items of exhibits, hereinafter referred to as the Objects.

§ 1. Exhibition

Title:

Place of display:

.....

§ 2. Object (objects) lending period

Dates:

.....

§ 3. Objects to be lent:

Artist / Place of origin:

Title / Description:

Materials and technique:

Size:

Inventory number:

§ 4. Insurance

Insurance value: (amount) – insured by the Borrower

§ 5. Deposit

The Borrower shall transfer to the bank account of the Lender the amount of constituting a security deposit which should hinder the possible delay in returning the exhibits. Each month of delay shall result in deducting 25% of the security deposit amount.

§ 6. Costs

- costs of conservation,
- costs of transportation and of delegating a courier,
- costs of insurance,
- costs of administration connected with lending,

§ 7. Special requirements

are set forth in Attachment no. 1 hereto.

§ 8. Collection and the return address

State Museum Auschwitz – Birkenau in Oświęcim
ul. Więźniów Oświęcimia 20
32-603 Oświęcim, Poland

§ 9. Contact persons:

Lender:

Name and surname: Elżbieta Brzózka – Head of the Collection Department
Telephone: 33 8448017
Fax: 33 8431863
E-mail: elzbieta.brzozka@auschwitz.org.pl

Borrower:

Name and surname:
Telephone:
Fax:
E-mail:

§ 10. Applicable law and court jurisdiction

This Agreement shall be governed by the law of the Republic of Poland and it should be construed in accordance with this law.

All and any disputes or disagreements arising between the Lender and the Borrower in connection herewith shall be settled in the course of negotiations. Should the negotiations fail, the parties shall refer the arising or the possible disputed concerning property for settlement by a court having jurisdiction over the place where the Lender has its registered office.

Should any provisions hereof become invalid or ineffective after its signing, the remaining part hereof shall remain unaffected.

This Agreement is made in four identical copies, two in the Polish language and two in the English language. The Lender and the Borrower each receive one copy in the Polish language and one copy in the English language.

In the event of any discrepancies between the language versions hereof, the Polish language version shall be decisive.

Borrower:

Date: _____

Lender:

State Museum Auschwitz – Birkenau in Oświęcim

Doctor Piotr M.A. Cywiński, Director

Małgorzata Mentelska, Chief Accountant

Date: _____

Attachment no. 1.**Lending Conditions****§ 1 General Conditions**

section 1. The Lender lends the Objects listed in the lending Agreement. The lent Objects may only be used for the purpose in during the period specified in the Lending Agreement. The lent Objects have to be returned to the Lender, upon the close of the exhibition, without any delay and without any special request. Should the Borrower violate any provisions of the Agreement, the Lender may withdraw from the Agreement and summon the Borrower to return the Objects on its own expense and it may also demand full damages.

section 2. The Borrower has to pay all costs of lending. It has no right to make the borrowed Objects available to any third parties. It may not photograph, copy or renovate the Objects without obtaining a prior written consent from the Lender. It undertakes to display or store the Objects with due care and concern in accordance with the conditions of the Lender.

section 3. The Lender and the Borrower undertake to treat all information contained herein as confidential.

§ 2 Costs

The costs connected with the lent Objects, agreed upon by the Lender and the Borrower, shall be paid by the Borrower:

- costs of conservation,
- costs of transportation and delegating a courier,
- costs of insurance,
- costs of administration connected with the lending.

Neither of the parties hereto has the right to incur any financial or other liabilities on behalf of the other party without a prior agreement.

§ 3 Liability

section 1. The evaluation of the lent Objects is carried out by the Lender in consultation with the Borrower. The lent Objects are covered by the Government Guarantee or by an insurance policy on "nail to nail" basis, against all and any risks, including the transit, with the regular exceptions provided for in such cases, such as normal wear and tear, a hidden defect, damage caused by clearing or renovation, activities similar to war or caused by nuclear power. Before the commencement of the transportation procedure the Borrower shall present to the Lender a guarantee certificate or insurance policy appointing the Lender as the beneficiary.

The presentation of the guarantee certificate or the insurance policy is the necessary condition for the hand-in of the Objects.

Should the guarantee certificate or the insurance policy not conform to the conditions of the required risk protection, the Lender has the right to withhold the hand-in of the lent Objects until the said documents are properly corrected by the Borrower.

section 2. The guarantee document or the insurance policy has to cover the protection against all and any risk of actual loss or damage, for any reason whatsoever, in the course of transportation to and from the destination, and on location - in a galley or at the temporary place of storage.

section 3. The evaluation of the lent Objects is carried out by the Lender in consultation with the Borrower. This agreed value shall by no means be questioned or disputed in the event of any damage.

section 4. The Lender has to be immediately informed of any instances of loss or damage of the Object. The damage has to be registered in the form of a report concerning the condition of the Object which should be sent to the Lender within 3 days along with the attached photographs. The Borrower shall pay the necessary costs of inspection of the Object carried out by the employees of the Lender.

section 5. In the event of a complete loss, the agreed value of the loss (the one agreed in the Lending Agreement) has to be paid. In the event of damage, the cost of renovation, as well as the depreciation (diminished value of the Object) shall be estimated by the experts appointed by the the Lender.

§ 4 Packing and transportation

section 1. The transportation of the lent Objects to and from their destination has to take place on the Borrower's cost and responsibility. The choice of the transporting agent has to be agreed upon by the Lender and the Borrower. The transport company has to have experience in transporting antique/historic Objects and its employees have to be trained as far as loading of such materials is concerned. The Objects have to be packed using the proper materials designed to guarantee the maximal protection of the Objects and then they have to be repacked in the same way.

section 2. Moving, packing, unpacking and transportation have to be supervised by a service team skilled in handling works of art, in co-operation with the members of the Lender's and/or the Borrower's team. The vehicles should guarantee the proper protection against vibrations and shock and against any extreme conditions and they have to ensure the conditions of appropriate humidity and temperature and the proper against theft. At no time may the vehicle be left without supervision. For the return journey the Objects should again be packed using the same or similar materials, as the ones received, unless the Lender consents to a change.

section 3. The cost related to delegating the representatives of the Lender are fully paid by the Borrower

§ 5 Couriers

section 1. The lent Objects have to be transferred from the State Museum Auschwitz – Birkenau in Oświęcim to..... (*insert the official location of the Borrower*) and back by a person authorized by the Lender.

section 2. The Borrower is liable for all expenses connected with the travel of a courier, including the daily allowance and the accommodation in a good hotel of medium category.

§ 6 Care of the objects and arrangement

section 1. The arrangement shall be made by a professional service team skilled in handling works of art, under the supervision of the representatives of the Borrower. The service team should be trained as far as reacting to unpredictable circumstances is concerned. The Borrower shall guarantee the permanent and proper protection of the lent Objects. The Objects should be preserved in the condition in which they are received. The Borrower has to show the best possible care and concern with these Objects.

section 2. The Objects packed into containers with controlled conditions have to be put aside for acclimatization for 24 hours. The empty containers should be stored in a storage room inside the building guaranteeing safe environment conditions and the controlled temperature, as well as protection against humidity, fungi and pest. For acclimatization purpose they should be delivered to the gallery 24 hours before unpacking is commenced.

section 3. The Borrower may not introduce any changes in the condition of the Objects.

section 4. The Objects may not be moved or hung anew or rearranged without the consent of the Lender, except in emergency situations or with a special permit of the Lender. The Objects which are framed may not be taken out from the frames, taken out from the casing or protective devices or cleaned or changed in any way without obtaining a prior written consent from the Lender.

section 5. The lent Objects may not be placed close to any heating or humidifying equipment or to any humidity-reducing devices. They should at all times be protected against direct sunshine, strong artificial light and against any sources of hot or cold air.

section 6. The Lender makes a report concerning the state of preservation of the Objects, which shall be attached to the Objects and which the Borrower has to fill in after the Objects reach it. Should the Lender be unable to deliver the report concerning the state of preservation of the Objects, the Borrower shall make such a report while unpacking the lent Objects at its location. If any changes in the condition of the lent Objects are observed, the Lender has to be immediately contacted.

§ 7 Environment

The following constant environment conditions have to be maintained at the exhibition galleries and in other places of temporary storage:

	Temperature	Relative humidity	Light intensity	Additional conditions
Watercolors Inventory nos.				
Graphics and drawings Inventory nos.				

Suitcases Inventory nos.				
Footwear Inventory nos.				
Etc. ...				

§ 8 Protection and safety

section 1. The Borrower agrees to secure the lent Objects on generally recognized terms concerning the control and protection during the entire period of their stay within its premises.

section 2. The Borrower shall guarantee such protective measures as the presence of the guards, barriers, plinths, showcases, electronic equipment, etc, in order to protect the lent Objects when they are within its premises and in order to make sure that the visitors do not touch the Objects and damage them in any other way. The Borrower has to make sure that the exhibition place complies with the fire protection requirements and that the Museum guards are fully prepared to act in the event of danger.

section 3. Smoking and consuming food or drinks within the exhibition grounds is forbidden.

section 4. The Lender reserves the right to inspect the lent Objects at any time while they are at the exhibition. The cost of such an inspection shall be paid by the Borrower.

section 5. On Lender's demand the Borrower shall furnish it with a report concerning the furnishing/equipping of the museum *la Facility Report*/ before signing the Lending Agreement, in order to enable the Lender the assessment of the environment, security and the potential logistic consequences of lending the Objects to a given place. The cost of the possible inspection aimed at confirming the actual conditions described in the Facility Report shall be paid by the Borrower.

§ 9 Reproducing and advertising

section 1. The lent Objects may not be photographed, filmed, videotaped, show on TV or copied in any way without obtaining a prior written consent from the Lender. The reproductions supplied by the Lender, such as photographs, banners or digital images, may be published in the exhibition catalogues or the exhibition auxiliary materials provided that it is not agreed with the Lender otherwise. The reproductions have to be published together with the title, name of the author and owner of the work, as well as the name of the photographer. The Borrower undertakes to pay the costs of acquiring the copyright or the licenses. The Borrower is not allowed to assign the publication rights to any third party without Lender's permission.

The photographic material may be obtained from the Lender's Collections Department.

section 2. The press and the representatives of the Borrower may photograph the lent Objects as part of the exhibition for advertising purposes or in order to document the general arrangement of the exhibition. The Objects may be filmed in order to publicize the exhibition widely. The filming has All the time to be performer under Borrower's supervision.

section 3. The Borrower shall to the Lender the publications, brochures or advertising materials, as well as 2 copies of the exhibition catalogue.

§ 10 Acknowledgement

The Lender deserves acknowledgement at the exhibition, on the exhibition badges, in the notes, literature, advertising materials and catalogues, expressed in the following words: “Object from the collections of the State Museum Auschwitz – Birkenau in Oświęcim”

§ 11 Sponsors

As far as the sponsoring policy is concerned the Borrower shall observe the ethical standards accepted in the international museum practice. The Lender reserves the right to get acquainted and to approve or reject the sponsors of the exhibitions to which the Objects being the property of the Lender contribute.

§ 12 Withdrawal and termination

section 1. The Lender may, with immediate effect, withdraw from the Lending Agreement or to terminate the provisions of its certain part in the form of a written statement sent to the Borrower when the Borrower does not fulfill its obligations under the Lending Agreement.

section 2. In the event of any negligence all and any rights of the Borrower hereunder cease and expire forthwith. The Borrower shall immediately transfer the borrowed Objects to the location appointed by the Lender. The Lender may recover from the Borrower all and any eligible costs including the court fees and expenses.

section 3. Both the Borrower and the Lender may terminate the Agreement by a 14-day notice of termination. The costs connected with the preparation of the lending are not refundable.

§ 13 Exemption from seizure

On Lender’s demand the Borrower has to obtain exemption from seizure for the lent Objects if the law of the country where the exhibition takes place provide for such protection.

The Lender confirms that it is the legal owner of the lent Objects.

The Lender should be sent a document containing a legally binding promise of protection against seizure, issued by the relevant authorities, before the permission to commence packing is given and before the arrangements concerning the shipping are made.

Borrower:

Lender:

State Museum Auschwitz – Birkenau in
Oświęcim

Doctor Piotr M.A. Cywiński, Director

Małgorzata Mentelska, Chief Accountant

Date:_____

Date:_____