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**Standard Loan Agreement for Temporary Exhibitions:**

**Loan Agreement** (pages 1 - 2)

**Loan Conditions** (pages 3 - 7)

**Loan Agreement**

**This Loan Agreement complies with national and international standards of ethics including the International Committee of Museums ICOM Code of Ethics and the UNESCO Convention on the Means of Prohibiting and Preventing Illicit Import, Export und Transfer of Cultural Property.**

Č.j. UPM / 599 / 2019

It is made and entered into on the attached **Loan Conditions** by

**Lender's name: The Finnish Glass Museum (FGM)**

Address:

and

Tehtaankatu 23

11910 Riihimaki Finland

**Borrower's name: Museum of Decorative Arts in Prague (UPM)**

Address: 17. Listopadu 2

110 00 Prague 1 Czech Republic

1. **Exhibition**

Title: "Tapio Wirkkala. The I con of the Finish Design" Collection Kakkonen

Dates: 31. 10. 2019 - 23. 1. 2020

1. **Duration of Loan(s)**

Dates: October 15, 2019 - End of February 2020

1. **Loan(s)**

See att ached list of loans

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# Insurance

Insurance will be taken out by Lender.

# Costs

According to the contractual stipulation of the funding, 50% of the costs of transport are paid by the Lender, and 50% by the Borrower. The Lender pays 100% of the costs for the insurance, the Borrower pays 100% of the costs for the installation of the exhibition, the Lender pays the travel expenses for the Finnish guests and the Borrower pays partially the costs for accommodation. (See the clarification below in this agreement / Loan Conditions!)

# Special requirements

(Packing and shipping, couriers, barriers, stanchions, etc.)

Packing, courier, installation, montage trough FGM, transport Riihimaki-Prague trough FGM; Transport Prague-Riihimaki through the borrower.

# Pick up and return address

The Finnish Glass Museum Tehtaankatu 23

FIN-11910 Riihimaki

# Contact person(s):

Name: Dušan Seidl

Uta Laurén, FGM

Telephone: +420724114433, +358403304100;

Email: seidl@upm.cz; uta.lauren @riihim aki.fi

Lending institution: Borrowing institution:

The Finnish Glass Museum

Date: ' *P\_)\_ \_ +1)-\_4\_-l w\_--b \_:t ..*

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Museum of Decorative Arts in Prague

Date: , 2019

Lender's signature:

# Standard Loan Agreement for Temporary Exhibitions:

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**Loan Conditions**

# General conditions

The Lender lends the works listed on the attachment to the loan agreement. The loans may be used for the purpose and duration mentioned in this loan agreement only.

The Loan Conditions apply for the Prague (Czech Republic) venue of the exhibition tour only.

The Borrower is not entitled to lend the works to third part ies. He may neither alter nor photograph, copy or restore the objects unless given permission by the Lender in written form. He undertakes to exhibit or store the objects with due care according to the conditions of the Lender.

The Lender and Borrower undertake to treat with confidentiality any contracts made with each other or with any Third Party relating to the Loan Agreement.

# Costs

Costs in connection with the loan as agreed between Lender and Borrower: Lender (FGM):

Transport from Riihimaki (FGM) to Prague:

o Museum of Decorative Arts in Prague (UPM), 17. listopadu 2, 110 00 Praha 1, Czech Republic

Traveling expense and daily fee for 1 builder/ courier Insurance for exhibition period in Prague, (nail to nail) Packing costs

Borrower (UPM):

Participanťs lodging in a good middle-class hotel, one participant from FGM during S days for demontage and his/her transport from/to airport)

Required posters, banners, press meeting, opening, including invitations

Cost of the facilities, guardians and maintenance of exhibition rooms, vitrines, etc. Transport costs for the transportation from Prague to Riihimaki, Finland.

Ali 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 of the other party without previous agreement .

# Liability

Valuation of the loan is made by the Lender and agreed by the Collection Kakkonen .

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The loan(s) shall be insured by the Lender on a nail to nail basis against all risks, including transit with the usual standard exclusions, such as wear and tear, inherent vice, damage through cleaning and restoration work, war-like action and atomic energy . The insurance certificate or a signed copy shall be presented to the Borrower in advance of initiation of transport procedures.

In the case of loss or damage the Lender must be notified immediately.

# Packing and transportation

The transport of the loan from Riihimaki to Prague is to proceed at the cost and liability of the Lender and from Prague to Riihimaki is to proceed at the cost of the Museum of Decorative Arts in Prague (UPM). The costs of transport to Prague and back will be will be proved by the *offer* of the transportation company provided directly to Lender as well as borrower . The choice of transport agent must be agreed between the Lender and the Borrower . Any transport company used must have experience in the transportation of delicate and valuable objects with employees trained in the handling of such material. The works must be packed with appropriate materials designed to give maximum protection to the object(s) and repacked in the same way.

The removal, packing, unpacking and transports must be done and supervised by the members of the Lender's and with the assistance of Borrower's staff. Vehicles should provide appropriate protection against vibration and shock and extremes in relative humidity and temperature conditions, double drivers and suitable protection from theft. At no time must the truck be left unattended. For the return transport the works must be repacked in the same or similar materials as received unless otherwise authorized by the Lender.

# Couriers

The loan(s) must be couriered from Riihimaki to Prague by a member or representative of the Lender's staff.

The Lender is responsible for all expenses derived from the courier's travel, including per diems. The Borrower is responsible for expenses of hotel accommodation in a good middle-class hotel.

# Care of objects and installation

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Installation must be handled by qualified professional art handlers (2) of the borrowers ' staff. The Borrower shall secure constant and adequate protection of the loan. The objects should be maintained in the condition in which they were received and the Borrower is to take the best possible care of the objects.

Ali objects have to be displayed in closed show cases. Empty crates shall be stored by the Borrower.

The Borrower may not make any changes to the condition of the property.

The works must not be moved or re-installed without permission from the Lender except in an emergency.

The property on loan may not be placed in the direct vicinity of heating and humidifying or dehumidifying units or equipment and protected at all times against direct sunlight, strong artificial light, heated and cold air sources.

The Lender shall prepare a condition report which is to accompany the object and must be completed by the Borrower upon arrival of the objects. If any changes in the condition of the loan be noted the Lender must be contacted without delay.

# Security and Safety

The Borrower agrees to safeguard the loan under generally accepted conditions of control and security during the entire time they are on his premises.

The Borrower will provide security by means of guards, barriers, plinths, showcases, electronic devices etc. in order to keep the loan secure whilst on his premises and to ensure that the public does not touch or otherwise damage the works. The Borrower must ensure that the exhibition venue complies with fire safety regulations and that museum guards are fully prepared for action in the event of danger.

Smoking, eating and drinking shall be prohibited in the exhibition areas.

The Lender reserves the right to inspect the loan whilst they are on exhibition.

Upon request the Borrower provides the Lender with a Facility Report prior to the signing of the Loan Agreement so as to enable the Lender to assess the environment, security and logistical implications of lending to this venue.

# Reproductions and publicity

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# Standard Loan Agreement for Temporary Exhibitions:

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Loaned objects must not be photographed, filmed, videoed, televised or copied in any way without prior (written) agreement by the Lender.

The press and museum staff may photograph the objects as part of the exhibition, for advertising or to document a general view. Works may be filmed for exhibition publicity. Filming must be supervised at all times.

Reproductions supplied by the Lender - photographs, transparencies or digital images - may be published in the exhibition catalogues or exhibition promotion material only unless otherwise agreed with the Lender. Published reproductions must credit the title, artist and owner of the work as well as the photographer. The Borrower undertakes to obtain the respective copyrights. The Borrower may not transfer any publishing rights to third parties without permission from the Lender.

The Lender provides Borrower 10 catalogues "Tapio Wirkkala - A poet in Glass and Silver" and 10 catalogues of "Tapio Wirkkala for Rosenthal" for press and PR purposes .

# Acknowledgements

The Lender must be acknowledged in the exhibition and publicity material as follows:

The Finnish Glass Museum, Collection Kakkonen and Tapio Wirkkala Rut Bryk Foundationand with their logos (Rut Bryk Foundation and The Finnish Glass Museum ).

# Sponsors

The Lender and Borrower observe the ethical norms accepted in international museum practice related to the sponsorship policy.

# Withdrawal, termination

The Lender may terminate the Loan Agreement, or terminate the provisions of any part of the Loan Agreement, by written notice to the Borrower with immediate effect, if the Borrower is in default of any obligation under the Loan Agreement.

# Immunity from Seizure

Upon request by the Lender the Borrower must obtain immunity from seizure for the loan in state property (FGM - 12 items) whenever the laws of the exhibition venue country provide for such protection .

The Lender confirms that he is the legal representative part of the owner of the objects, Collection Kakkonen and Tapio Wirkkala Rut Bryk Foundation. The owner can provide full provenance history of the objects.

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# Governing law and jurisdiction

This agreement shall be governed by the law of Czech. Any disputes or differences between the Lender and the Borrower arising out of this agreement shall be settled by means of negotiation and arbitration. Should this fail they are to be decided by the rule of the

Arbit ration Institute of Czech Chamber of Commerce.

Should individua! terms of this contract become invalid or inapplicable after its signature the remainder of this contract remains untouched.

Lending institution: Borrowing institution :

The Finnish Glass Museum Museum of Decorative Arts in Praque

, 2019 Date : \_ \_ \_ \_

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\_ \_ \_ , 2019

Lender's signature: Borro wer's signature:

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