

Nb 1180 / 2019

# SINEBRYCHOFF Art Museum

# LOAN AGREEMENT

## Rembrandt – Drama of Mind in 5 Acts, 17.4.–30.8.2020

Finnish National Gallery/Sinebrychoff Art Museum and Borrower agree to the following terms concerning the loan of works of art from the collections of Finnish National Gallery to the above mentioned exhibition:

<b>LENDER:</b> Finnish National Gallery Sinebrychoff Art Museum Bulevardi 40, 00120 Helsinki, Finland	<b>BORROWER:</b> Národní galerie v Praze Staroměstské nám. 12 11015 Praha 1 Česká republika  <b>VAT number:</b> CZ00023281
<b>LENDER'S CONTACT PERSON:</b>  <b>POSTAL ADDRESS:</b> Kaivokatu 2, 00100 Helsinki, Finland	<b>BORROWER'S CONTACT PERSON:</b> 

### EXHIBITION VENUE AND ADDRESS:

Národní galerie v Praze, Kinsky Palace, Staroměstské nám. 12, 11015 Praha 1, Česká republika

**CREDIT LINE** Lender shall be identified in all contexts of the exhibition as follows.



### COSTS:

The Borrower is accountable for all costs related to the loan, including insurance, transport, reproductions and courier's travel expenses and daily allowance for every travelling day, for this loan 62 EUR (ca. 1560 CZK) per day.

Finnish National Gallery charges 200€ handling fee per work of art for all international loans.

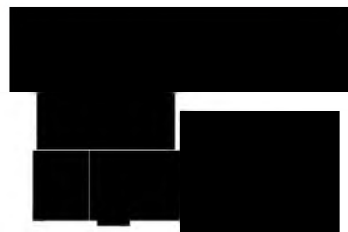
Borrower shall cover the following costs: crate 750,00€ + VAT and Optium acrylic glazing ca. 400,00€ + VAT.

### SPECIAL REQUIREMENTS OF THIS LOAN:

Optionally the lent artwork may be returned to a location in  if and only if the Lender so requests well in advance before the end of the exhibition period.

There are two identical copies of this agreement, one for each party. Both parties commit to this agreement and the attached appendices: 1) List of works; 2) Loan Terms of Finnish National Gallery; 3) Shipping Requirements.

<b>Place and date</b> Helsinki 11.2.2020	<b>Place and date</b> PRAGUE 20-02-2020
<b>Lender's signature</b>  Dr Kirsi Eskelinen Museum Director Sinebrychoff Art Museum	<b>Borrower's signature</b> 



## LOAN TERMS OF FINNISH NATIONAL GALLERY (OUTGOING LOANS)

Borrowing works from the collections of the Finnish National Gallery ("FNG") – Ateneum Art Museum, Museum of Contemporary Art Kiasma and Sinebrychoff Art Museum.

### General terms

These terms concern short-term or temporary loans. FNG lends only to museums and exhibition organizers with professional museum staff or a similar level of expertise, as well as appropriately secure and climate-controlled facilities. Loan requests must specify the works to be lent and the loan period, as well as provide an account of the environmental conditions, security and surveillance arrangements in the exhibition galleries.

Loan requests must be made in writing to the director of the museum in question – Ateneum Art Museum, Museum of Contemporary Art Kiasma or Sinebrychoff Art Museum – at least eight months prior to the loan period for international loans. Each loan request is assessed separately. When deciding on a loan, the things considered include the condition of the work, display conditions particularly in the case of sensitive works, the status of the work in the FNG collections, and other relevant matters such as possible reservations for other exhibitions. Any deviation from these loan terms must be agreed in writing.

There is always a loan agreement signed also for media art, whether original works or copies.

### Insurance

Borrowed works of art must be insured against all risks for values determined by FNG. The insurance must run nail to nail, from the moment FNG gives the works over to the Borrower or their representative, up until the moment the works are returned to FNG. FNG reserves the right to require that an insurance certificate is presented before shipping. Government indemnity is accepted in place of commercial insurance

### Security

The Borrower undertakes to ensure that the exhibition venue complies with fire safety regulations and is equipped with a fire alarm system and fire extinguishers, and that museum guards are fully prepared for action in the event of danger. The Borrower also undertakes to ensure that adequate safety and security measures are taken both at the exhibition galleries and in other facilities where the works are stored or handled. No smoking, food or beverages are allowed in the exhibition galleries.

The borrowed works of art are to be handled only by qualified staff. The works should be handled only in conjunction with packing, unpacking, installation and de-installation. If works of art need to be moved during the exhibition, FNG must always be consulted in advance. The Borrower shall ensure that museum visitors do not touch the works of art. No work is to be removed from its frame or encasement without permission from the FNG Conservation Department.

### Environment

Conditions required by the FNG:

Temperature	20±2 °C	Illuminance		
Relative humidity	in summer: 52 ±5 %  in winter: 42 ±5 %	Works on paper (watercolours, drawings, prints, photographs etc.), no exposure to daylight, duration of exposure max 3 months	Paintings in oil, tempera, acrylics (on wood, canvas etc.) depending on the technique and condition of the work	Sculptures and installations depending on the material of the work
Maximum limit for UV radiation	10 uW/lm	50 lx	100–200 lx	50–600 lx

Any deviation from the conditions above must be agreed in advance with FNG. FNG will furnish detailed instructions if special conditions are required for a particular work. FNG requires the climate conditions to be monitored, and the readout to be supplied to FNG Conservation Department upon request.

### Packing, transport and couriers

Requirements for transport and courier accompaniment are specified in the *Shipping requirements of FNG* (appendix 3).

Crates and packing materials are to be stored in secure and warm indoor storage. They must be retained for return transport, and the works must be repacked using the same or similar methods and materials. Any storage of the works must be separately agreed upon with FNG.

### Installation and care for works of art

Before unpacking the crates, an acclimatization period of 24 hours must be respected. FNG may send a technician(s) to take part in the installation of complex works on Borrower's expense when agreed upon in advance.

**KANSALLISGALLERIA •  
FINLANDS NATIONALGALLERI •  
FINNISH NATIONAL GALLERY •**

FNG Conservation Department shall provide the Borrower with conservation reports, which are mutually binding. Work(s) are condition checked at the exhibition venue in cooperation with the courier appointed by FNG and conservator appointed by the Borrower upon the beginning and closing of the exhibition. The Borrower shall be responsible for monitoring the condition of the work(s) during the time they are on display.

Condition of the installation fixtures must be checked, and any special instructions followed. Small sculptures or paintings must be secured as instructed (inside a showcase or fixed to a wall). Touch sensitive works require special protection. The Borrower must ensure the works are kept out of the public's reach.

#### **Course of action in case of damage**

FNG must be immediately informed of any damage noticed by the Borrower. Damage is verified and its extent determined by a conservator authorized by FNG. Regardless of the kind or amount of damage, the work of art remains the property of FNG.

#### **Costs**

Covering the costs related to this loan is specified in the loan agreement between FNG and the Borrower. The Borrower is accountable for all costs related to the loan, including but not limited to insurance, shipping, forwarding and courier's and/or technician's travel expenses and per diem for every travelling day. The amount of per diem is based on the Finnish tax administration's guidelines. The Borrower will compensate the courier if he/she is needed to travel on a weekend or a holiday. This compensation is 150 €. See *Shipping requirements* for further information on courier practice (appendix 3).

FNG charges a 200 € handling fee per work of art for all international loans.

Where necessary, frames, glazing, stands, customized crates and other packing materials are invoiced separately. Works on paper are never lent without a frame, which may give rise to additional costs. Conservation expenses and other extra costs arising from the loan are agreed upon separately.

The Borrower shall not inflict FNG with any costs or other commitments unless agreed upon in writing in advance. The Borrower is responsible for clearing all copyright issues with the artist or other copyright holder relating to the exhibition. The Borrower is also responsible for clearing all copyright permits and recompense relating to any publications or products. The Borrower is liable for any possible copyright claims.

#### **Reproductions**

Reproductions of the borrowed works will be delivered to the Borrower exclusively by FNG Picture Collections. Please contact: [picturecollections@fng.fi](mailto:picturecollections@fng.fi), tel. +358 294 500 234. Use of the images is subject to the terms and conditions of a separate license agreement between the buyer and the National Gallery Picture Collections. A usage fee is charged for the images based on the FNG's pricing policy.

One (1) copy of a resulting publication must be sent to the Library of the Finnish National Gallery, address: Kaivokatu 2, 00100 Helsinki, Finland.

The FNG museum shop offers products for resale, reproducing works of art from the collections. Inquiries and price information available from [museoshop@fng.fi](mailto:museoshop@fng.fi).

#### **Photographing in the exhibition**

Visitors may photograph and film the works without a tripod, flash or selfie stick for private use. The borrower and press may photograph the works as part of the exhibition and works may be filmed for television for exhibition publicity. Any other use only by permission from FNG Picture Collections: [picturecollections@fng.fi](mailto:picturecollections@fng.fi), tel. +358 294 500 234.

All professional forms of reproduction – videos, documentary photography etc. – require special permission from the Picture Collections, and may also require permission from the copyright holder(s).

#### **Visitor numbers**

After the exhibition has closed, the Borrower shall inform FNG of the total number of visitors, which is to be sent to the contact person at FNG.

#### **Agreement**

Any changes to this agreement must be made in writing. Any disputes or differences 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 Finland in the District Court of Helsinki.

**FINNISH NATIONAL GALLERY**

## Shipping Requirements for Outgoing Loans

**General**

An FNG Registrar must approve all travel arrangements and routing in advance of the shipment. Any forwarding agent and/or its subcontractors (hereafter Forwarder) transporting FNG works has to be authorized to transport fine arts i.e. be a member of an international forwarders' industry organization specialized in fine arts transportation, unless otherwise agreed.

All trucks and trailers transporting FNG works have to have passed mandatory roadworthiness tests in the country in which the vehicles are registered. The Forwarder also has to meet any relevant requirements applied by Finnish Customs and its foreign equivalents, insurers and/or providers of Government Authority Indemnification.

The Forwarder provides the FNG with knowledge and service so that transportation to/from the FNG is performed in line with FNG museum standards and requirements.

**Transportation by Truck**

Trucks and trailers must have climate-control, insulated walls, air-ride suspension, working tailgate lifts, dual drivers as well as burglar/assault alarms and GPS-connected surveillance system, unless otherwise agreed.

All vehicles must also be equipped with mobile phone with cell coverage in the current area/s and approved locks. Temperature control has to operate both on fuel and on electricity. The temperature is adjustable to + 20 degrees Celsius +/- 4 degrees and maintains an even curve.

FNG works have to be secured with wall rails and clean straps in the vehicle cabinet. If needed, complete and clean supportive materials (blankets, paperboard etc.) must be used to protect the works.

After the FNG works have been loaded into the vehicle cabinet, they cannot be reloaded or rearranged, unless otherwise agreed. No storage is permitted without prior permission of the FNG Registrar.

Transportation must be performed without interruption, save for necessary breaks and overnight stays. During breaks, trucks transporting the FNG works must never be left unattended. At overnight stays, the fine art truck has to be locked in under supervision and kept in compliance with the temperature control provisions above.

**Air Shipments**

The Borrower/Forwarder surveys available and suitable flights: what airlines traffic the route, the freight capacity of the aircrafts and what aircrafts have palletised and/or container cargo. Direct passenger or cargo flights are preferred. If non-stop flight is unavailable, the Forwarder has to make arrangements for its shipping agent and/or the FNG courier on location of the flight's stop to be present at the airport to ensure that the artwork is not off-loaded or transferred to the wrong aircraft.

All cargo is to be wrapped in plastic, and properly strapped and netted whether palletised and/or containerised. Crates are to be transported in an upright position, in the flight direction and well strapped. The following items must not be placed on the same pallet or in the same container with the artwork, although they may be elsewhere on the aircraft: liquids, live animals, hazardous materials, ammunition, flowers and plant material, and food.

The Borrower/Forwarder shall notify the FNG registrar beforehand if scanning, sniffing or x-ray will be performed at the airport. The FNG loans must be on a separate air waybill with expedited customs clearance. Opening of the crates at the airport is prohibited, unless the Forwarder's agent and/or FNG courier is present. If intermediate storage is required, the crates have to be kept in VIC (Very Important Cargo), or similar storage facilities.

The Forwarder and/or the FNG courier supervise the FNG works during unloading from the truck at the airport until they are loaded and secured in the aircraft. Once the crates have been left on the pallet or in the container in VIC, the Forwarder shall prevent their reloading or alterations on the pallet or in the container without the FNG courier's express approval. The Forwarder should provide a copy of the air waybill, pallet number(s), and loading position within the aircraft to the FNG



courier. The Forwarder assists the FNG courier and arranges necessary permits to enable the FNG Courier to supervise unloading of the crates at the receiving airport.

**Courier Accompaniment**

The FNG shall make every effort to keep its courier costs to a minimum. The need of a courier is separately assessed for each loan.

Unless otherwise agreed, the FNG couriers are required to escort their shipments from the moment of departure through the moment of delivery at the final destination. Couriers shall always be met by English speaking staff at the Forwarder's or its subcontractors'.

The FNG courier must be present for unpacking, condition check, and installation of arriving FNG loans, and must also be present for de-installation, condition check, and re-packing of return (and/or ongoing) FNG loans.

The FNG courier will travel in business-class when accompanying the artwork, and in economy when traveling without the artwork. The FNG invoices the Borrower separately for any of the courier's local transportation costs.