

148/2020/719/1

## Out-state Loan Agreement concluded on the date below

between

### **Fondazione Camillo Caetani**

seated at: Palazzo Caetani, Via delle Oscure 32, 00186 Roma, Italy

Identification number: 80102230580

represented by: [REDACTED]

(hereinafter the Lender)

and

### **Moravské zemské muzeum / The Moravian Museum**

seated at: Zelný trh 6, 659 37 Brno

Identification number: 00094862, Tax identity: CZ00094862

represented by: [REDACTED]

contact person: [REDACTED]

phone [REDACTED]

(hereinafter the Borrower)

## I.

### Object and purpose of the loan

1. The Lender entrusts the following movable object to the borrower for temporary gratuitous use:

- [REDACTED]

(hereinafter the object on the loan) and the Borrower accepts the loaned item under the conditions stipulated in the contract.

2. The object of loan is entrusted to the Borrower exclusively for the purpose of its presentation in the exhibition with the title: [REDACTED]

[REDACTED] The object on loan must not be used in any other way without prior consent of the Lender and the Borrower is not entitled to cede it to any third person.

## II.

### Term and place of the loan

1. The loan is contracted for the period: [REDACTED]
2. The loan terminates with the expiration of the contracted term, if not agreed otherwise.
3. The Borrower is obliged to return the object on loan by the term of the loan specified in § 1 of this article, at the place stipulated in § 6 of this article, if not agreed otherwise.
4. The Lender has the right to demand the return of the item at an earlier date if the Borrower does not use the object on loan properly or contrary to the purpose of the loan. The return of the object will happen under the same conditions as contracted for the return after the expiration of the term of the loan.
5. The contract may be terminated before the agreed term through a written notice of any contracting party without mentioning the reason. The notice period is one (1) month and it starts with the delivery of the written notice to the other contracting party.



6. The place of the handover and takeover of the item on loan is the seat of the Lender. The handover of the item on loan to the Borrower and its return to the Lender will be confirmed in the loan protocol with the signatures of both contracting parties.

### III.

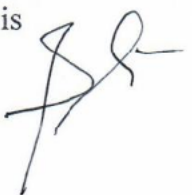
#### Loan conditions

1. The Borrower overtakes the loaned item on the place determined by the Lender, in this case at the lender's address [REDACTED]  
[REDACTED] The Borrower is obliged to return the loaned item at the end of the loan period to the same place, if not agreed otherwise. The Lender determines the way of packing and transport of the loaned item to the place of the loan and back.
2. The Borrower is obliged to secure the transport from the Lender and back. He undertakes to secure a safe transport, storage and protection of the collection item on loan according to art. I. of this contract to prevent their theft, mechanical, chemical or biological damage. The Borrower is further obliged to secure that the loaned item is stored in appropriate environment from the point of view of temperature, humidity, dustiness and light.
3. The Borrower is obliged to secure the protection and security of the object on loan during the whole term of the loan.
4. The item on loan will not be photographed, filmed or reproduced in any other way without the written consent of the Lender. The Lender grants his consent with the publication of the object on loan in the catalogue of the exhibition and other printed materials alongside the exhibition or in a scientific publication. The Borrower is obliged to mention the provenance of the object on loan in the exhibition catalogue as well as in all other printed materials, on the labels and in all information media in the following way: Fondazione Camillo Caetani. The translation of the Lender's name must be approved by the latter.
5. The Borrower will transmit to the Lender, free of charge, two copies of the exhibition catalogue and of all the printed materials alongside the exhibited object on loan by the term of the return of the item to the Lender.
6. The object on loan will not be subjected to any alterations or restoration interventions.
7. Special conditions of the loan: .....

### IV.

#### Liability for damages

1. The Borrower is responsible for the damage occurred on the object on loan during the whole loan period even in the case he proves that he did not cause the damage. This liability concerns all the risks including natural disasters and climatic conditions or other vis major events up to the insured sum. The liability starts in the moment of the physical takeover of the object on loan by the Borrower and lasts till its physical handover to the Lender.
2. The Borrower is obliged to insure the object on loan for the whole loan period with the minimum sum [REDACTED] He will cover all the insurance costs. At the takeover of the item on loan at the latest, the Borrower will transmit to the Lender documents certifying the conclusion of the insurance contract.
3. The Borrower undertakes to protect the object on loan from any damage, loss or destruction. In case of any alteration, damage, destruction or loss of the object on loan during the period from the takeover by the Borrower to the handover to the Lender, the Borrower will inform the Lender without delay. In case of any alteration or damage of the item the Lender determines further procedure in written way; this procedure is binding for the Borrower.



4. The high of the potential damage depends on the character of the injury and the costs necessary to its elimination (restoration). In case of the destruction or loss of the object on loan the Borrower will pay the indemnity corresponding to the contracted sum insured.
5. The Lender reserves the right to control the object on loan during the whole loan period. The controls and their number will be set according to immediate need.

## V.

### Final provisions

1. This Agreement has been executed in for copies, each having the validity of original. The Borrower and the Lender get two copies respectively.
2. Any modifications or amendments of this contract can be made only in form of written and numbered amendments after previous agreement of both contracting parties.
3. The contract comes in force upon the signature of both contracting parties.
4. The contracting parties declare being aware of the fact that according to the Legal Code of the Czech Republic, concretely Act N° 340/2015 Coll. on special conditions of the effect of some contracts, the publication of these contracts and the Contract Register, this agreement is subject to registration in the Contract Register. The Borrower undertakes to publish the electronic version of its text including meta-data in an open and machine-readable form in the Contract Register without delay according to provisions of § 5 paragraph 5 of the Act except for confidential information pursuant to provisions of § 9 paragraph 1 letter a) of Act N° 122/2000 Coll., on the protection of collection items, except for the information that could threaten the loaned work/s (collections items) or be instructive for theft, burglary or any other attack against this property. The contracting parties declare that in the sense of the previous sentence they consider the following information should be anonymized or excluded from the publication: list of collection items – value of the loan, title, dates, and place of the exhibition, transport information. The Borrower undertakes to substantiate to the Lender, without delay, the fulfilling of the conditions of coming in force of this contract.
5. *The contracting parties declare that if they were provided with personal data of natural persons related to the fulfilment of obligations arising from this contract, they undertake to use and process this data exclusively for the obligations following from this contract and in accordance with respective legal regulations of the European Parliament and the Council (EU) 2016/679 of 27 April 2016 on natural persons protection in connection with personal data processing and on free data transfer, and on the annulment of the regulation 95/46/EC („GDPR“).*
6. This contract and all rights and duties of the contracting parties resulting from this contract, with the exception of the conditions of coming in force of this contract according to art. V, paragraph 4 of this contract, are governed by the legal system of the Italian Republic.
7. The contracting parties declare to have read the contract before signing it and to agree with its content. As evidence they add their signatures.

In Roma date 8/06/2020

In Brno date 25-06-2020