

LOAN CONDITIONS AGREEMENT

1.- GENERAL CONDITIONS

Signing this document means acceptance by the Borrower **Narodni Galerie v Praze (National Gallery in Prague)** of the Conditions required by the Museo Nacional del Prado for the loan of the works listed below, for the temporary exhibition **Rembrandt - Drama of Mind in 5 Acts**, which shall take place in **Národní Galerie - Kinsky Palace (Praga) from 25 September 2020 to 31 January 2021**.

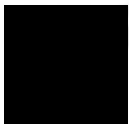


Any change in the programme of the exhibition or in the loan conditions shall be subject to a new agreement between the borrower and the National Prado Museum.

All the expenses associated with packing, transport, insurance, preparation for display and/or restoration of these works for the above-mentioned exhibition shall be paid for by the borrower.

In accordance to Resolution approved by the Royal Committee of the Prado Museum on December 26th 2017, concerning rates to be applied, and as reflected in Article 5, Section 8, relevant to the **Specific Regulation for the Lending of Works of Art**, should the Museum deem necessary for conservation reasons that any of the works on loan must undergo an intervention, the Conservation Department will issue a budget based on the estimate time and work required. The costs will have to be accepted in order to continue with the loan.

Payments will be billed to the organizers and settlement is required before the loan is made effective. Inquiries to this extent can be addressed through the Registrar Department of the Museo Nacional del Prado 00 34 91 330 29 74.



2.- ENVIRONMENTAL CONDITIONS FOR THE EXHIBITION

The works can never be exhibited with direct sunlight or light with a high content of ultraviolet radiation on them. The exhibition rooms shall have to maintain the following environmental conditions:

- Relative Humidity: within the range of $50\% \pm 5\%$, without fluctuations
- Temperature: $20^{\circ} \pm 2^{\circ} \text{C}$
- Light intensity: Paintings $<150 \text{ lux}$, works on paper $<40 \text{ lux}$
- Ultraviolet radiation under 70 nW/lumen .

The Museo Nacional del Prado may require detailed reports on the conditions of display, reports of relative humidity, temperature, lighting, etc. If special conditions are required for the particular works requested, these shall be specified in the **Loan Form** and shall prevail over these general conditions.

3.- HANDLING

The works shall only be sent once the exhibition rooms have been conditioned and they must remain packed for acclimatisation for at least 24 hours before opening the cases.

The opening of the crates, or any other handling or intervention intended to be carried on the works should always have the express authorisation from the Museo Nacional del Prado. Handling should be reduced to a minimum and always by qualified personnel and **always** in the presence of the courier appointed by the Museo Nacional del Prado and the relevant person at the borrowing institution.

Express written authorisation should be requested from the Museo Nacional del Prado, in order to carry out any type of analysis or scientific studies.

4.- SECURITY

The works should be displayed protected by a **barrier** or showcase and 24-hour security should be guaranteed. Physical surveillance present in the room whilst it is open to the public and 24-hour recording are essential. In the event that the Museo Nacional del Prado considers it necessary, individual protection **alarms** for the loans must be supplied. The Museo Nacional del Prado shall be informed of how long security recordings are kept.

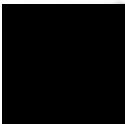
Smoking, eating and drinking shall be prohibited in the exhibition galleries and adjacent areas.

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The boxtower undertakes to maintain constant and appropriate 24-hour protection of the loan against fire, theft, vandalism, terrorism, flooding, and to ensure that the lighting and environmental conditions conform to Point 2.

The Museo Nacional del Prado reserves the right to check the security measures of the installations whenever it considers appropriate. The expenses derived from this shall be paid by the borrower.

5.- PACKING AND TRANSPORT

The packing and transport of the works shall be carried out by a **specialised agent** in moving works of art, with accredited experience in the sector and in accordance with the instructions specified by the Museo Nacional del Prado.

The agent, as well as the dates of transport, shall have to be approved by the Museo Nacional del Prado. The Museum reserves the right to refuse the loan if the proposed agent or dates do not offer sufficient guarantees. In accordance to EU Regulation 185/2010, when use of air transport is necessary, the Transport Company selected must be **certified as Regulated Agent (RA)** at the European Database RAKC or, when based outside the EU, have equivalent status and Certificate.

The agent shall provide a **Journey Plan**, which should state the terms of transport, details of travelling arrangements and accommodation for the courier, contact persons in the relevant places and all other necessary information.

For international loans, the agent that carries out the service shall have to have a corresponding agent in Spain, who shall agree transport management with the Registrar's Department of the Museo Nacional del Prado.

5.1.- Packing characteristics:

The Museo Nacional del Prado reserves the right to request the type of **packing** it considers most suitable for its works, on both the outgoing and incoming journeys. In any case, those used should take into account the international laws established concerning phytosanitary measures.

The packing materials shall remain the property of the Museo Nacional del Prado and shall be retained until the end of the service for examination by the courier in the event of damage. The crates must be rigid and impact-resistant. The type of packing required in each case shall be specified in the **Loan Form**. In any case, all the paintings loaned by the Prado Museum must travel with a back floating mount.

It must be used, without exception, fire-resistant treatments and thermal and waterproofing insulation, as well as shock-absorbing foam inside (polyethylene foam or similar). All the materials must be

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chemically stable and neutral and those that are used in direct contact with the work must also be non-abrasive and break-resistant. The provision of the technical specifications of every new material to be used by the transport agent shall be obligatory. The work must be secured firmly inside the case and the case secured firmly in the transport vehicle.

Both the materials and the crates used should comply with ISO standards. All the crates shall be sealed and shall have the relevant identifying markings on the outside (exhibition no. and case no, positioning, fragility, etc. without any reference to the Museum or the work it contains).

While the exhibition is taking place, the borrower or the transport agent shall be responsible for storing the crates, which should be kept in conditioned premises with the same temperature and relative humidity as the exhibition rooms.

5.2.- Data recorder:

Whenever specified, the works shall travel with an environmental and vibration data **recorder** inside the crates, which will be provided by the transport company and readings should be sent at the opening of the crate, covering both during installation and de-installation, indicating the dates and time of the opening and closing of the crates, as well as itineraries.

5.3.- Transport:

Land transport shall be made in maximum security vehicles, protected against robbery and conditioned for transporting works of art (with air-ride suspension, air conditioning, G.P.S. etc) complying with regulations in force on transport and security. During the transport, the values for Relative Humidity and Temperature will be the same as those required for the exhibition of the work.

For **air transport**, flights that have fewer stopovers and a shorter journey shall be chosen. The works shall have to travel in containers, pallets or an extra seat. The works shall be placed vertically and in the direction of the flight.

Due to the new security requirements for air transportation of goods and the use of X-Ray established by the EU Regulation 185/2010, the Prado Museum will not permit the opening of its cases or its pass through X-Ray when air transportation is deemed necessary. Organizers must be **credited as "Known Consignor" (KC)** in the European Database RAKC or have equivalent status when established outside the European Union.

When **transport** is by **sea**, special conditions shall be established for the packing.

When a work belonging to the Museo Nacional del Prado is **stored** in another institution, it shall have to travel directly from that location to the place where the exhibition is taking place, unless otherwise specified by Museo Nacional del Prado. In the event that it may be necessary to transfer the work to the Museo Nacional del Prado for whatever reason, the borrower undertakes to pay all the expenses.

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[REDACTED]

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As a result of the number, special risk and/or value of the works, the Museo Nacional del Prado may require the works to be sent in different consignments.

5.4.- Transport security:

Following National Regulation INT/314/2011, and the specification issued to this effect by the Spanish Ministry of Culture related to works of art of its property, in order to guarantee the security of works with a valuation over €250,000 the Museo Nacional del Prado may demand the presence of both official and private escorts in national and international territory. The borrower shall be responsible for their management and expense.

In the event that the works needs to stop overnight, reports shall be requested of the types of facilities, security systems and controls existing in the places established by the transport company. Modifications may be requested.

Airport **monitoring** shall be essential, both at the departure and destination airports, and it shall have to include loading, palletization, handling and other moving carried out on the runways and in customs areas.

The transport agent shall provide an assistance service to the courier, which shall include an attendant at the airport.

6.- MOUNTING

In order to acclimatise the work of art, it will stay within the sealed crate for at least 24 hours in a room with the same climatic conditions as the exhibition room.

The specific conditions for mounting and display shall be included in the **Loan Form** of every work of art, in accordance with its characteristics, and the security fixing systems or the need for special display cases shall be indicated.

The work should be installed in its definitive location in the exhibition in the presence of the courier from the Museo Nacional del Prado. The works cannot be located on walls with any signs of damp, next to doors or openings, on walls or in places that have recently been painted, or where the existence of an air current is found.

All materials used for the installation of the exhibition must be chemically stable.

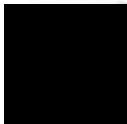
The works shall be identified in the exhibition labels as belonging to the "Museo Nacional del Prado. Madrid". The author, title and other information stated on the labels should be as stated on the **Loan Form**, unless the Museo Nacional del Prado authorises otherwise in writing.

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7.- INSURANCE

The borrowing institution shall take out an all-risk "nail to nail" insurance policy, stating that the Museo Nacional del Prado is the beneficiary, covering both the transport and the time it is in the exhibition, in which the individual value of every work shall be specified in euros.

The certificate shall have to be issued in Spanish or English and shall have to include expressly the following clauses, otherwise it shall not be accepted as valid:

- Institute Cargo Clauses A (ICCA).
- Institute Strikes Clauses, including the covering of terrorism while the work is exhibited
- Institute War Clauses
- Exoneration clause
- Waiving of Recourse for the French Police (if appropriate)
- Depreciation and/or artistic demerit clause
- Damages for malicious acts clause
- Repurchase option clause, with no duration limit
- Museum Clause
- Loss settlement clause without liability limit
- Collections or sets separation clause (if appropriate)
- Frame clause (if appropriate)
- Radioactive contamination exclusion clause
- Glass clause (if appropriate)

The Museo Nacional del Prado should receive the original insurance certificate, in which the value in euros and the specific conditions of the policy are stated, at least 5 days before the works leave, otherwise, the works shall not be authorised to leave.

The Museo Nacional del Prado reserves the right to change the insurance value of the works by up to 10% of the value initially notified before the works leave the Museum premises. It also reserves the right to take out the insurance policy of the works itself, for which the borrower shall have to pay.

In the event that the borrower wishes to make use of a State Indemnity system, authorisation from the Museo Nacional del Prado shall be required.

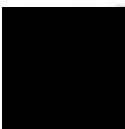
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8.- COURIER

All the authorised movements and handling of the Museo Nacional del Prado's works should be carried out under the supervision of the courier it appoints.

The organisers of the exhibition shall be responsible for all the expenses derived from the courier's travel (including taxi transfers to and from the airport), accommodation (in 3-star Hotel, European classification or equivalent category) with breakfast included and located near the exhibition venue and *per diem* (the amount of which shall be calculated in accordance with the official scale for public officials of the Spanish State Administration).

The organisation shall always establish a **travel insurance policy** for the couriers appointed by the lending institution.

In the event of intercontinental flights or those lasting over 6 hours, the courier shall travel in business class, and an extra seat shall be booked when the work of art travels in the cabin with the courier.

For courier journeys, a minimum of 1 night shall be calculated (2 days of *per diem* allowance) for Spain, 3 nights (4 days of *per diem* allowance) in Europe, and for intercontinental journeys, a minimum of 5 nights (6 days of *per diem* allowance), for both the installation and de-installation of the exhibition. The *per diem* allowances must be supplied before the courier leaves.

For trips within Spain, the courier may decide to use his/her own vehicle. Therefore, the organiser shall pay for the kilometres covered in accordance with usual rates.

In the event that the work is stored outside the Museum and checking it *in situ* or controlling its packing may be considered necessary, the organisers shall pay for the travelling expenses to the storage place and for the courier's accommodation before the work leaves for the exhibition.

If, due to the number of works or the complexity of their installation, the Museo Nacional del Prado considers it necessary that there should be two or more couriers, both during the installation and de-installation of the exhibition, all expenses shall be paid by the borrowers.

If the installation makes it essential to **extend the courier's stay**, the exhibition organiser will cover the expenses.

9.- REPRODUCTIONS OF IMAGES

The Museo Nacional del Prado has available images in different formats of the works lent, which can be leased for printing in the catalogue or other publications related to the exhibition.

To request them, please contact the **Banco de Imágenes del Museo del Prado** via email info@bancodeimagenesmuseodelprado.com, through the following address, Museo Nacional del Prado

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MUSEO NACIONAL
DEL PRADO

Difusión (C/ Ruiz de Alarcón 13, 1º 28014 Madrid, España, or at the following telephone numbers 0034 91 429 68 07 / 0034 91 429 84 51- www.bancodeimagenesmuseodelprado.com -www.tiendaprado.com).

Use of images is only authorised for reproduction in the catalogue, or for educational and advertising purposes of the exhibition. Photographing, filming or reproducing the work, in whole or in part is forbidden without express permission. The use of the hired reproduction for commercial purposes should be agreed with the Banco de Imágenes del Museo del Prado under the conditions established by the Museo Nacional del Prado.

Photographic credits should state "© Photographic Archive. Museo Nacional del Prado. Madrid".

10.- CATALOGUES

Borrowers shall send at least 4 copies of the catalogues published as well as 2 copies of any other type of publication, invitation, leaflets or poster related to the exhibition to the **Área de Registro del Museo Nacional del Prado** (Registrar Department) (C/ Ruiz de Alarcón, 23, 28014, Madrid; Telephone number: [REDACTED]).

The works loaned shall have to appear in all the publications with the following statement: "Museo Nacional del Prado. Madrid".

11.- INCIDENTS

The Museo Nacional del Prado should be notified immediately of any incident that occurs during the transport, installation or exhibition, regardless of who is responsible at the telephone [REDACTED].

In the event of a serious incident, appropriate measures shall be taken to prevent further damage and immediate notice should be given to the Museo Nacional del Prado, which shall arrange for the necessary actions. The costs incurred shall be paid for by the borrower.

12.- RETURN OF THE WORK

The works of art shall be returned to the Museo Nacional del Prado, or, if appropriate, to the corresponding storage facilities, at the end of the loan period. However, the Museo Nacional del Prado reserves the right to withdraw any work loaned as a result of non-compliance with these conditions or of unavoidable requirements after prior notice to the borrower.

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[REDACTED]

All the aspects of this contract shall be governed by Spanish legislation. Any dispute or difference derived from this Loan Agreement or related to it, or with non-compliance of the same, shall be resolved by the Contentious and Administrative Courts and Judges of the Spanish State.

THE LENDER,

THE BORROWER,

NATIONAL PRADO MUSEUM

Narodni Galerie v Praze (National
Gallery in Prague)

[REDACTED]
Miguel Falomir, Director

In Madrid, on [REDACTED]

[REDACTED]
Director

In [REDACTED]

The present document has been favourably informed by the Legal Services of the Spanish Ministry of Culture in March 12th 2014.

This document has to be accepted as a whole. Copies sent with either handwritten corrections or any alterations whatsoever made to the original document sent from the Prado Museum, will not be accepted. Any proposed modification over its contents must be sent to the Registrar Department of the Prado Museum beforehand, in order to study its possible acceptance or not.

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