



NG 1625/2021

O/SB.NM/364

CONDITIONS GOVERNING OUTGOING LOANS ref

Please read, sign and return it to [redacted] Chief Curator in charge of loans

Between :

The Public establishment of the Musée d'Orsay
a national, publicly administered establishment,
in the INSEE SIRENE register, under code number 180 092 447 000 10,
with a registered office at 62 rue de Lille, 75343 Paris cedex 07
represented by its **President, Christophe Leribault**

hereafter called the "Musée d'Orsay" or "the Lender"

and

on the one hand,

NATIONAL GALLERY IN PRAGUE
with a registered office at PARONĚSTVSKÉ NÁM. 12, 110 15 PRAGUE 1, CZECH REPUBLIC
Represented by: ALICJA KNANT, GENERAL DIRECTOR

Hereafter called "the Borrower"

on the other hand

THE FOLLOWING HAS BEEN AGREED:

1 - OBJECT AND CONTENT OF THE LOAN

1.1 The loan has been agreed in the context of the following exhibition:

Title of the Exhibition : *Amidst Smoke Rings : the Portrait of an Artist as a Smoker*

Exhibition Venue (s) – Dates : Galerie nationale de Prague - Palais Kinsky, 23 September 2022 – 8 January 2023

Contact: [redacted]

1.2 It should be noted that the works are the inalienable and imprescriptible property of the French state, in accordance with French legal statutes and regulations relating to collections belonging to the state.

1.3 The Musée d'Orsay can, if necessary, ask for an order of exemption from seizure from the Borrower.

1.4 The list of works lent by the Musée d'Orsay in the context of the conditions of loan (hereafter called the "works") and named in the official reply (ies) noting for each work the specific conditions of presentation and conservation, as well as the approved insurance value.

1.5 The loan is made to the Borrower solely for its presentation within the context of the exhibition stated in the special conditions, and excludes any other use.



2 – DURATION OF THE LOAN

The works of art are lent to the requesting establishment for a period that includes the period of the exhibition itself, the transport phases and any storage period required during the installation and de-installation of the exhibition, and includes all the packing and unpacking phases.

The exhibition dates specified in the present document cannot be changed without the prior consent of the Musée d'Orsay. To extend the exhibition of a work, a request must be made to the President of the public establishment of the Musée d'Orsay at least one month before the closing date previously agreed.

Should the necessity arise, the Lender reserves the right to recall the works before the end of the exhibition; he undertakes, however, to inform the Borrower of this at least one month before the scheduled closing date of the exhibition.

3 -PACKING, SHIPPING, CONVOYING

The cost of packing the works, of shipping and conveying is the sole responsibility of the Borrowers.

3.1 Packing

Packing, shipping and any necessary customs formalities can only be undertaken by approved, named companies specialising in the transport of art works.

No work can leave the Museum without being packed.

Works leave the Musée d'Orsay a fortnight before the exhibition opens.

The stipulations for packing, specified by the Museum conservation department, can be obtained from the Régie des œuvres du Musée d'Orsay the department that manages the works. Contact should be made at least two months before the exhibition opens: Service de la Régie des œuvres, e-mail :

The type of packing is determined by the Lender and undertaken by a company which specialises in the shipping of artworks.

The period required to acclimatise the crates is 48hrs for isothermal crates and 24hrs in all other cases.

For drawings kept in the Graphic Arts Department of the Musée du Louvre, collection and delivery is from and to the Musée du Louvre, even when going via the Musée d'Orsay.

3.2 Shipping

All transportation by road must be in an unmarked vehicle, equipped with climate control, pneumatic suspension, alarms, central locking and a fire extinguisher. Two drivers must be arranged.

The Musée d'Orsay does not permit the works to remain in the transport company's storage facilities without specific agreement.

3.3 Convoying the works

Works are automatically accompanied when delivered and collected, (and for any other eventual transfers), by a representative or representatives designated by the Musée d'Orsay

The Borrower is responsible for transport costs incurred in relation to both the works and the courier, whatever the method of transport.



In every case when a courier accompanies the works on a flight, he or she must be accommodated in business class. In other cases, business class travel is required for any flight of more than 7 hours duration, whether or not a courier is accompanying the works.

The Borrower is responsible for a courier's travel and accommodation costs, as well as a per diem under the

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following conditions:

- [REDACTED]
- [REDACTED]
- [REDACTED]

In addition to travel expenses, the Borrower is responsible for a courier's accommodation costs, (3* hotel, with breakfast included, and per diem), the per diem amount being fixed in the present document, as well as transfer costs to and from the airports.

The courier's stay can be extended if further time is required for unpacking operations (particularly where there is a need for acclimatisation), for repacking, for a condition report or for installing the works. The additional costs incurred are the responsibility of the Borrower.

The courier is present for all operations where works belonging to the Musée d'Orsay collections are handled. In this capacity, he or she may take any decision (including the withdrawal of one or more works) considered necessary for the correct display, conservation or security of the works.

3.4 Condition Reports

A condition report is drawn up in French by the courier when the works leave the Musée d'Orsay a contradictory condition report is drawn up in the presence of the courier and the Borrower's representative when the works are unpacked and repacked, and when they are unpacked on return to the Musée d'Orsay. When there is no courier present at the transfer, a copy of the reports will be sent to the Régie des oeuvres du Musée d'Orsay : [REDACTED]

4 – CONSERVATION and PRESENTATION OF THE WORKS OF ART

4.1 Environmental conditions

In accordance with current standards and unless specifically stated otherwise, the following conditions are required:

- Humidity level: 50% HR (+/- 5 %)
- Temperature: 20° C (+/- 1°)
- Lighting: limited to 200 lux

4.2 Graphic works

Graphic works and photographs are loaned, mounted and framed. For the albums, presentation with an opening maximum of 120° - The following standards must be observed:

- no exposure to direct natural light
- artificial light limited to 50 Lux
- relative humidity limited to 50%
- temperature not to exceed 20°C.

All of these stipulations must be observed around the clock.

4.3 Protection and intervention

The work (s) can be protected by a Mirogard glass at the Borrower's expense

Loaned works may not be unframed, removed from bases or pedestals, altered for presentation in any way or have their protective glass removed. Any exceptional intervention necessitated by an emergency will only be authorised with the written permission of the Musée d'Orsay.

Systems for the installation and hanging up of the works, mentioned in the loan forms and condition reports, must be agreed in advance with the Régie des oeuvres du Musée d'Orsay-

If the work does not have protective glass, the Borrower may be required to provide it at his own expense.

In case of damage to the works during installation, de-installation or during the exhibition itself, the Lender must be immediately notified by telephone, followed by a written report. The Borrower must then await instructions regarding any intervention unless immediate action is required to prevent further damage.

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4-4 Sculptures and decorative objets d'art

Sculptures and decorative objets d'art must, unless specified otherwise in the condition report, be placed behind safety glass. The Borrower must comply with any particular mounts or pedestals required by the Lender, depending on the specificity of the works.

4-5 Installation of the works

The hanging up or taking down of the works, as well as the installation or de-installation of works may only be carried out in the presence of the courier.

5 – SECURITY

5.1 Surveillance

The works must be visible to a guard at all times, in addition to the provision of appropriate technical systems, approved by the Lender (alarm system, CCTV, etc.).

In the case of the disappearance, theft, loss or damage of one or several works, the Borrower undertakes to notify the Lender immediately by telephone, followed by a written report.

5.2 Inspections at the borrower's expense

*On short term and long term loans from French national museums, the Borrower accepts that at any point **before and during** the period of the loan, the Direction des patrimoines - service des musées de France may inspect the building construction, configuration and maintenance, heating and air conditioning, lighting, fire protection, guarding, access, electronic systems, security alarms, CCTV, storage, temporary exhibition space(s), the conditions of conservation, display and/or security of the works etc. Travel and accommodation expenses for two persons undertaking the inspections will be the responsibility of the Borrower.*

6 – INSURANCE *The cost of the insurance is the sole responsibility of the Borrowers.*

6.1 *The Borrower must notify, as soon as possible, the name and contact details of the company chosen to insure the works on loan. The text of the insurance policy, written or translated into French, must be sent to the Musée d'Orsay at least three months before the scheduled date of departure of the works.*

6.2 *The insurance certificate must be sent to the Régie des œuvres du Musée d'Orsay **at least one month before the exhibition opens**. Service de la Régie des œuvres, e-mail : [REDACTED]*

6.3 *Should the necessary information not arrive, or should the insurance policy be considered inadequate, the Lender reserves the right to use an insurer of his choice, with the conditions he considers useful. No work will leave the Musée d'Orsay before the insurance certificate has been received.*

6.4 *In the case where the Borrower obtains a national government guarantee, he may be required to take out a commercial insurance (approved by the Lender) in order to guarantee the clauses that are not covered by the government indemnity.*



6.5 Obligatory clauses in the insurance policy

- *The insurance must be "wall to wall", to include cover for transportation to and from the venue (with transport and accommodation of intermediaries) and for the exhibition(s);*
- *Cover for all risks, material loss or damage, including those resulting from 'force majeure' or due to the fault of a third party; For the approved value;*

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- In the Lender's currency (in euros);
- Without any excess;
- Covering the risk of depreciation;
- No recourse against transport companies, packers, holders or guardians of the work, lenders or curators and agents of the Lender;
- With the express mention of the inalienable nature of the works from the State collections in the care of the Musée d'Orsay, and thus excluding any clause of relinquishment. If after an accident or a theft, the work is found, it is understood that Musée d'Orsay will take back the work and will pay in return the amount paid out for the accident, taking the state of the work into account;
- Covering risks of earthquake, natural disasters and/or weather phenomena (cyclones, tornadoes, etc.) riot, strike, **terrorism, during transportation and during the exhibition**, and any other extension of guarantees specifically required by the Lender;
- For collections, the following clause or any equivalent mention: "In the event of accident, the indemnity will take into account the actual value of the object (or part of the object) damaged, and of any additional value, in an expert's opinion, resulting either from the depreciation of the incomplete collection or from returning an object to an ensemble."

Any settlement of the damage will be made directly to the public establishment of the Musée d'Orsay

7 – REPRODUCTION RIGHTS

8 – WALL LABELS AND CREDIT LINE

It is the sole responsibility of the Borrower to ensure that the catalogue and exhibition wall labels feature the specific mentions stipulated by the Musée d'Orsay as laid out in the letter of agreement for the loan.

9 – INVITATION AND COPIES OF DOCUMENTS

The Borrower will send ten invitations for the exhibition opening to the President of the Musée d'Orsay, Christophe Leribault, along

For the loan of drawings kept in the Graphic Arts Department of the Musée du Louvre, two exhibition catalogues should be sent to the Musée d'Orsay for the attention of Agnès Marconnet and one catalogue to the Musée du Louvre, for the attention of Michelle Gardon, in charge of the Graphic Arts library.

10 – DURATION OF LOAN

This agreement is effective from the date of signing for the whole period of the loan, including any extension that may arise, and until the final and complete return of all the works to the Musée d'Orsay, including unpacking.

11 – CANCELLATION

In the event of the Borrower not meeting the obligations of the conditions of loan, and a fortnight after the Borrower has received an official notice, sent by registered letter with acknowledgement of receipt, the public establishment of Musée d'Orsay can legally cancel the loan without any legal formalities, with the stipulation that if the security and conservation of the works are at risk, the period of the notice of default is reduced to twenty-four hours.

The work(s) cannot leave the Musée d'Orsay until the conditions of loan have been returned signed and dated by the Borrower.

The Borrower undertakes to observe all the requirements in the conditions of loan.

Signature and seal of the Borrower

Date.....

3/11/2022

