CONTRACT ON A LOAN FOR THE USE OF MOVABLE PROPERTY - ITEMS FROM THE COLLECTION OF THE CHEB MUSEUM

Muzeum Cheb, p. o. of the Karlovy Vary Region

 Contract number: 16/2024

COMM/CI-HEH/AG/2023/TEMP6/13

**I.**

**Parties to the Contract**

LENDER:

**Muzeum Cheb, p. o. of the Karlovy Vary Region**

with its registered office at: Nám. Krále Jiřího z Poděbrad 493/4, 350 11 Cheb

Represented by: Ing. Martina Kulová

Company ID number: 00074276

Tax ID number: CZ 00074276

Tel.: anonymizováno

Email: anonymizováno

Bank details: anonymizováno

Bank Account No.: anonymizováno

Persons authorised to act in contractual matters: Ing. Martina Kulová, Director of the Muzeum Cheb, p. o. of the Karlovy Vary Region

BORROWER:

The European Union, represented by the European Parliament, Directorate-General for Communication, Directorate for Visitors, House of European History

with its registered office at: Rue Wiertz 60, B-1047 Brussels

Represented by: Dr. Constanze Itzel, Museum Director

ADMINISTRATIVE CONTACT:

European Parliament

DG COMMUNICATION - House of European History

Vladimir ČAJKOVAC

BRU - WIM 05P043 - Tel. anonymizováno

Rue Wiertz 60

1047 Brussels

Belgium

Pursuant to the Civil Code, as amended, the Parties to the contractual relationship hereby conclude the following:

**LOAN FOR USE CONTRACT**

**II.**

**Subject-matter and purpose of the Loan**

2.1. The Lender undertakes to transfer to the Borrower for use, free of charge, the items of the collection or furnishing fund specified in more detail in Annex 1 to this Contract. The Borrower shall have the right to use the item free of charge for the agreed period of time.

2.2. The items shall be provided to the Borrower exclusively for the following purposes: exhibition Bellum et Artes: Europe and the Thirty Years' War. The Borrower is not entitled to use the items for any other purpose.

**III.**

**Duration and place of the Loan**

3.1. The period of free use is agreed from: **08 April 2024 to: 31 January 2025**[[1]](#footnote-1).

Upon termination of the agreed period, the Borrower shall be obliged to repay any unjust enrichment resulting from the use of the property without agreement and to pay the contractual penalties agreed in this Contract.

3.2. Place of the Loan:

anonymizováno

**IV.**

**Rights and obligations of the Borrower**

4.1. Borrower

•a/ declares that it has concluded

•b/ undertakes to conclude without delay after signing the Contract

an insurance policy against liability for damage to the subject-matter of the Loan, both for damage caused by the Borrower and for damage caused by a third party, for the period from nail to nail.

The maximum annual limit of indemnity for one and all claims occurring during the policy year must be at least 90% of the insured value of the item agreed between the Parties and listed in Annex 1, i.e. the subject-matter of the Loan.

4.2. The handover of the borrowed items shall be evidenced by a report on the handover and acceptance of the borrowed items, which shall form an integral part of the Loan Contract.

4.3. The Borrower may not sub-lend or transfer the borrowed Items to another person and may only use them for the purpose set out in these terms and conditions for the Loan in Article II, paragraph 2.2. The Borrower is obliged to return the items no later than the end of the period for which the Loan was agreed upon, according to Article III, paragraph 3.1 of the Loan Contract.

The Borrower is obliged to ensure the protection and safety of the borrowed items during the entire period of the Loan and from the time of their receipt, the Borrower shall be liable to the Lender for damages caused by damage, deterioration, loss or theft, up to the amount of the price of the items set by the Lender in Annex 1.

4.5. The Borrower shall not make any alterations to the items during the entire period of the Loan without the consent of the Lender.

4.6. In relation to the subject-matter of the Loan, the Borrower is authorised by the Lender to publish professional information about the borrowed items or photographs of the borrowed items related to the purpose of the Loan in promotional and professional publications. In particular, the Borrower shall ensure that photographic or other audiovisual images of the subject-matter of the Loan are free of any inappropriate topics. In the case of publication of the borrowed items by the Borrower, the Borrower is obliged to provide the Lender with two copies of each such publication free of charge, in printed or electronic form.

4.7. The use of material provided by the Lender for the benefit of the Borrower for reproduction in printed matter shall be covered by a separate agreement.

4.8. The Borrower is obliged to indicate the origin (Lender) of the loaned item in the following form: Muzeum Cheb, p. o. of the Karlovy Vary Region.

**V.**

**Rights and obligations of the Lender**

5.1. The Lender is obliged to acquaint the Borrower with the rules for the normal care of the items that are the subject-matter of the Loan. The rules are specified in Annex 3.

5.2. The Lender shall be entitled to decide how the items are packed and transported to and from their destination. However, the cost of transporting the items shall be borne by the Borrower. The method of packing and transporting the items is specified in Annex 3.

5.3. The Lender shall set out in Annex 3 the parameters relating to the climatic and lighting conditions for the use of the items that are the subject-matter of the Loan.

**Withdrawal from the Contract**

6.1. Withdrawal from the Contract is possible under the conditions laid down by the law or this Contract. Withdrawal from the Contract is valid and effective upon receipt of the expression of intent to withdraw from the Contract. A material breach of the Contract for which the Lender has the right to withdraw from the Contract shall always be deemed to be:

•default in returning the subject-matter of the Loan according to Article III, paragraph 3.1,

•lending or leaving for use the subject-matter of the Loan by the Borrower to another person,

•the use of the borrowed items for a purpose other than that specified in this Contract pursuant to Article II, paragraph 2.2,

•publication of professional information about the borrowed items or photographs of the borrowed items related to the purpose of the Loan in promotional and professional publications without the prior consent and authorisation of the Lender,

•associating the subject-matter of the Loan with inappropriate topics in accordance with Article IV, paragraph 4.6,

•if the Borrower fails to use the subject-matter of the Loan properly, or if the Borrower uses it contrary to its value or contrary to the purpose set out in this Contract,

•in the event of any other gross breach of this Contract.

6.2. The Borrower has the right to withdraw from the Contract

a) in the event of a breach of the Lender's obligation set out in Article V, paragraph 5.1,

b) in the event that obstacles on the part of the Lender prevent the Lender from handing over the subject-matter of the Loan for a long period of time.

6.3. In case of withdrawal from the Contract, the Borrower is obliged to return the item to the Lender without delay, but not later than seven days after the termination of the Contract.

**VII.**

**Contractual penalties**

7.1. In the event of the Borrower's default in returning the subject-matter of the Loan according to Article III, paragraph 3.1 and Article VI, paragraph 6.3, the Lender is entitled to demand a contractual penalty of 0.5% of the insured value for each day of delay.

7.2. The Borrower shall pay a contractual penalty of 100% of the insured value of the item for each individual breach of Contract (each item) for breach of the obligation referred to in Article IV, paragraph 4.3, first sentence.

7.3. The Borrower shall pay a contractual penalty of 100% of the insured value of the item for breach of the obligation referred to in Article IV, paragraph 4.5.

7.4. The contractual penalties are payable within 15 days of the written invoice sent to the other Party by registered letter. With regard to compensation for damages resulting from a breach of a contractual obligation, the right to compensation is not affected by the payment of the contractual penalty. Withdrawal from the Contract shall not affect the right to payment of the contractual penalty or claims for damages.

7.5. The Parties shall be exempt from liability for partial or total failure to fulfil their contractual obligations if this is due to force majeure. Force majeure shall be deemed to be circumstances arising after the conclusion of the Contract as a result of unforeseeable and other unavoidable events of an extraordinary nature which have an immediate effect on the performance of the subject-matter of the Contract.

**VIII.**

**Final provisions**

8.1. The Parties to this Contract agree that if any written legal act addressed to the other Party is necessary for the performance of this Contract or within the meaning of this Contract, such act shall be delivered personally or by registered mail.

Without prejudice to any other means by which service may be proved, notice shall be deemed to have been duly served:

a) on personal service:

• on the date of actual receipt of the notice by the recipient,

• on the date on which it is delivered to the person at the recipient's address authorized to receive the letters,

• on the date on which it is delivered to the person at the recipient's address authorized to receive the letters and that person refused to accept the letter.

b) on service by post:

• on the date of delivery of the letter to the recipient,

• on the date on which the recipient, on the first attempt to deliver the letter, fails or refuses to accept the letter for any reason whatsoever, even though he/she is not present at the place of service, provided that the address for service is indicated on the letter.

8.2. The Contract may be amended or supplemented only by the agreement of both Parties in the form of a written amendment to this Contract. Any previous agreements shall cease to exist by this Contract.

8.3 The Contract shall enter into force and effect on the date of its signature by both Parties.

The following Annex is an integral part of this Contract:

• Annex No. 1 - Subject-matter of the Loan,

• Annex No. 2 - Report on handover and acceptance of the subject-matter of the Loan,

• Annex 3 - Condition Report(s) on the condition of the borrowed item(s), including the rules of treatment of the items, exhibition conditions and the method of packing and transport.

8.4. The Parties certify that they are not aware of any circumstances that would render this Contract invalid, that it is the expression of their true and free will, that it was not concluded under duress or on manifestly unfavourable terms, and that it is certain and intelligible to both Parties, in witness whereof they sign it with their own hands.

In Cheb, on: 14. 3. 2024 In Brussels, on: 7. 3. 2024

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Muzeum Cheb, p. o. of the House of European History

Karlovy Vary Region Brussels

Director Museum Director

Ing. Martina Kulová Dr. Constanze Itzel

Lender Borrower

For accuracy:

1. This Contract may be concluded for a definite period of time only, i.e. for a period of 2 years. The free use of the subject-matter of the Loan may be extended or a new contract may be negotiated for the same Borrower, but only for a maximum period of 2 years. The Borrower shall request the extension of the Loan in writing at least 14 days before the designated date. [↑](#footnote-ref-1)