



č.j.: NK-1817/ORST/18

## Contract of Borrowing No. UKRUK/...../2018

under Section 2193 et seq. of the Act No. 89/2012 Coll.,  
Civil Code  
(hereinafter called "Contract")

concluded on the below day, month and year by and between:

### National Library of the Czech Republic

state contribution-based organization established by the Ministry of Culture of the Czech Republic

with its registered office at 11000 Prague 1, Staré Město, Klementinum 19,

statutory body: PhDr. Martin Kocanda, General Manager

identification number: 00023221, VAT number: CZ00023221

bank details: [REDACTED]

contact person: [REDACTED]

tel.: [REDACTED] e-mail: [REDACTED] data box: 5qt8sy8

(hereinafter called "Lender")

and

### Staatliches Museum für Archäologie Chemnitz

with its registered office at 09111 Chemnitz, Stefan-Heym-Platz 1

VAT number: DE812332079

represented by: Dr. Sabine Wolfram, Director

bank details: [REDACTED]

contact person: [REDACTED]

tel. (fax): [REDACTED] e-mail: [REDACTED] data box (if any):

(hereinafter called "Borrower")

### Section I

#### Subject of the Contract

The subject of this Contract is a gratuitous borrowing of unexploitable things specified under Section II of this Contract (collectively called hereinafter only "Subject of the Borrowing" or "Subjects of the Borrowing" ) limited in time. The Lender lets the Subject of the Borrowing to the Borrower for a temporary cost-free use for the purpose of its display. The Borrower is entitled to use the Subject of the Borrowing only in the way agreed in this Contract, and it is not entitled to use the thing in other way, for other purpose, or to let the Subject of the Borrowing to a third party without a previous written approval of the Lender.

### Section II

#### Subject of the Borrowing and Insured Value

- 1) The Lender will let the Borrower:
- manuscript **Václav Nosidlo z Geblic: Kronika z let 1626–1638**, pressmark NK ČR XIX.B.6 of the National Library of the Czech Republic, with the insured value in the amount of CZK [REDACTED] term of the borrowing [REDACTED] and
  - copy of manuscript **Kodex vyšehradský**, pressmark NK ČR Mac 30 of the National Library of the Czech Republic, with the insured value in the amount of [REDACTED] term of the borrowing [REDACTED]
- [REDACTED] under the below terms and conditions:  
for the exhibition: Sachsen - Böhmen  
place of the exhibition and placement of the Subject of the Borrowing:  
Stefan-Heym-Platz 1, 09111 Chemnitz  
duration of the exhibition: 27.09. 2018 – 31.03. 2019 (incl.)  
term of the borrowing: [REDACTED]

- 2) The Subject of the Borrowing may be used by the Borrower exclusively for the purpose specified under Section I and Section II(1) of this Contract. The facility report and the terms and conditions contained therein form an integral part of this Contract, as well as the condition report to be prepared by the Lender immediately after conclusion of the Contract (see below Section V(3)).
- 3) The Lender declares that it is entitled to lend the Subject of the Borrowing to the Borrower and that by this lending it will not breach any copyright to the Subject of the Borrowing or its protection. Should the Borrower suffer some harm by a breach of this statement, the Lender will be obliged to cover this damage to full amount at request of the Borrower.

### Section III Insurance

- 1) The Borrower undertakes to insure the Subject of the Borrowing at its expense and for the benefit of the Lender for the whole term of the borrowing "nail-to-nail", i.e. for transport of the Subject of the Borrowing from the Lender to the Borrower, staying of the Subject of the Borrowing at the Borrower and transport from the Borrower back to the Lender or to some other place determined by the Lender, against all risks, including natural disasters and climatic influences ("vis major"), debts or damage, for insured values set under Section II(1) of this Contract. The Lender excepts the self insurance of the Free State of Saxony. If the transport of the Subject of the Borrowing is not done by employees of the Borrower, the Borrower undertakes to insure the transport against all risks as stated above..
- 2) The Borrower undertakes to send the self insurance certificate (indemnity certificate) as a written evidence, at least ten (10) days before the agreed commencement of the term of the borrowing. The Subject of the Borrowing cannot be released to the transport company for packing and transport before receipt of the self insurance certificate (in this connection, the Borrower assumes the risk of a change of circumstances under Section 1765(2) of the Civil Code; Section 1765(1) and Section

1766 of the Civil Code shall therefore not apply in relation to the Borrower).

- 3) The Lender reserves the right to modify the insured values upon changes at the international market with works of art (in this connection, the Borrower assumes the risk of a change of circumstances under Section 1765(2) of the Civil Code; Section 1765(1) and Section 1766 of the Civil Code shall therefore not apply in relation to the Borrower). It shall inform the Borrower in writing about the modification of the insured values, and the modification will be binding for the Borrower and the Borrower undertakes to change the insured values in conformity with the Lender's notification at its expense immediately after delivery of the Lender's notice.

#### Section IV

#### **Handing Over of the Subject of the Borrowing and Other Terms and Conditions of the Borrowing**

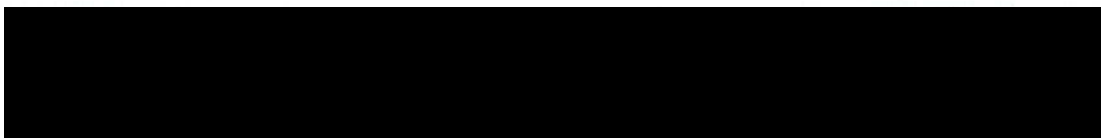
- 1) The Lender shall hand over the Subject of the Borrowing to the transportation company on condition of fulfilment of the terms and conditions specified under Section III in the period from [REDACTED]. The Lender reserves the right to elect always the transportation company for the Subject of the Borrowing according to its own needs, and the Borrower undertakes to use this transportation company elected by the Lender also in case of a premature return of the Subject of the Borrowing.
- 2) The Borrower undertakes to return the Subject of the Borrowing until [REDACTED].  
[REDACTED] The Borrower undertakes to apply for a prolongation of the term of the borrowing in writing at least four (4) weeks before expiry of the term of the borrowing. The Lender is not obliged to approve the prolongation of the term of the borrowing. If the prolongation of the term of the borrowing will be approved by the Lender, the contracting parties undertake to proceed within the meaning of Section IX(1) of this Contract.
- 3) The Lender has the right to demand an earlier return of the Subject of the Borrowing, if it has a serious reason for it (the Lender and the Borrower exclude explicitly the application of Section 2198(1) and (2) of the Civil Code). The contracting parties consider the Lender's own need and the non-observance of contractual or legal conditions by the Borrower to be a serious reason. In no case, the Borrower has the right to retain the Subject of the Borrowing, and it is obliged to return the Subject of the Borrowing immediately at request of the Lender, i.e. no later than within 5 (five) working days after receipt of a written request of the Lender, giving a serious reason for the retention, unless the contracting parties agree a longer term for the reason of practicability of a safe transport of the Subject of the Borrowing. In case of the Borrower's delay with return of the Subject of the Borrowing, the Borrower undertakes to pay the Lender a conventional fine in the amount of CZK 1000 (in words: one thousand Czech Crowns) for every commenced day of delay with return of the Subject of the Borrowing.
- 4) In case that the Borrower will be interested in return of the Subject of the Borrowing to the Lender before termination of the term of the borrowing, in spite of it the

Borrower undertakes to observe the conditions of the transport and to adapt the date of return to the needs of the Lender. In case that the premature return of the Subject of the Borrowing would cause difficulties to the Lender, the return of the Subject of the Borrowing is subject to its previous written approval.

#### Section V

#### **Packing, Transport and Installation of Exhibits**

- 1) The Borrower undertakes to bear all costs for preparation of the Subject of the Borrowing for transport, including costs for work, material, assembly and dismantling of devices necessary for the exhibition, taxes or dues, as well as possible increased costs caused by the development of prices of input costs of the Borrower.
- 2) The way of packing and the way of transport are determined by the Lender. All costs for packing of the Subject of the Borrowing and transport to the Borrower and back to the Lender are borne by the Borrower.
- 3) The Borrower undertakes to charge the below company with ensuring of transport of the Subject of the Borrowing from the place of handover to the place of the exhibition and back and with a professional packing:



The Borrower undertakes to ensure that this company takes over the Subject of the Borrowing at the Lender and returns the Subject of the Borrowing at the same place. The Lender shall check the condition of the Subject of the Borrowing and shall prepare the conditions reports. The liability for fulfilment of this Contract remains, however, fully on the Borrower's part.

- 4) During transport to the Borrower and back, the Subject of the Borrowing will be accompanied by a courier, Lender's employee, who shall be present at the unpacking, check of the condition of the Subject of the Borrowing and its installation, and before the return transport back to the Lender, he shall be present at the deinstallation of the Subject of the Borrowing, check of its condition and packing. The Borrower undertakes to bear the travelling costs of the courier.
- 5) The number of courier's visits at the expense of the Borrower will be determined by an agreement of the contracting parties, depending on the length of the exhibition, condition and importance of the Subject of the Borrowing.

#### Section VI

#### **Obligations of the Borrower**

- 1) The Borrower declares that it was duly instructed by the Lender in what way it shall handle the Subject of the Borrowing. The Borrower declares also that it is equipped

sufficiently organizationally, technically and with its personnel in order to be able to handle the Subject of the Borrowing for the whole term of the borrowing so that it incurs no damage on the Subject of the Borrowing and that the conditions of handling the Subject of the Borrowing under this Contract are not breached. The Borrower undertakes to handle the Subject of the Borrowing with maximum professional care for the whole term of the borrowing and to take all measures for prevention from any damage, change, destruction or loss.

- 2) All premises where the Subject of the Borrowing shall be located shall be secured by a suitable security system, the parameters of which shall be consulted with and approved by the Lender in advance. The exhibition area shall be prepared and cleaned before unpacking of the Subject of the Borrowing so that the Subject of the Borrowing may be installed directly at the specified place. In exceptional cases where this condition cannot be met for serious reasons, the Borrower shall have available suitable depository for a temporary placement of the Subject of the Borrowing.
- 3) Subjects of small size and subjects of fragile and delicate materials, forming a part of the Subject of the Borrowing, shall be placed in lockable showcases on pads without vibrations. In cases where the character of the Subject of the Borrowing requires it, the showcases shall be equipped with air-conditioning.
- 4) The Lender reserves the right to check the conditions stipulated in the preceding paragraph of this Section at the expense of the Borrower, as specified under Section V of this Contract. The Borrower undertakes to charge its representative (restorer, courier) with control of these conditions. Any breach of the stipulated conditions will result in an immediate termination of the borrowing and in return of the Subject of the Borrowing back to the place of the borrowing at the expense of the Borrower.
- 5) Any interference in the Subject of the Borrowing is only possible on the basis of a preceding explicit written approval of the Lender.

## Section VII

### **Compensation of Damage on the Subject of the Borrowing, Sanctions, Notice of Termination and Withdrawal from the Contract**

- 1) In case that there would occur any change of condition, damage, destruction or loss of the Subject of the Borrowing or its part, the Borrower undertakes to inform the Lender thereof immediately in writing. In case of a breach of this duty to inform, the Lender has the right to payment of the conventional fine in the amount of CZK 22500 (in words: twenty two thousand five hundred Czech Crowns) by the Borrower. This conventional fine does not affect in any way the possible right of the Lender to damages. Until the Lender decides how to proceed further, the Borrower may only take emergency measure (at its own expense) in order to preserve the Subject of the Borrowing, adequate for the Subject of the Borrowing and for prevention further threatening damages.
- 2) In case that there would occur any change of condition, damage, destruction or loss of the Subject of the Borrowing, the Lender will also determine in writing further

procedure which the Borrower undertakes to observe. The quantification of damage depends on the character of damage and cost of restoration or decrease in value of the Subject of the Borrowing. In case of destruction or loss of the Subject of the Borrowing, the agreed insured value of the Subject of the Borrowing will be taken as decisive for quantification of the damage. The Lender and the Borrower exclude explicitly the use of Section 2200 of the Civil Code.

- 3) The Lender has the right to payment of the conventional fine in the amount of CZK 1000 (in words: one thousand Czech Crowns) for each other breach of the Borrower's obligations following from this Contract than as in case of obligations sanctioned already by a conventional fine for their breach. This conventional fine does not affect in any way any possible right of the Lender to the damages.
- 4) In case of a breach of obligations stipulated for the Borrower in this Contract, or in case that it will be more purposeful for the Lender to use of the Subject of the Borrowing in any other way than on the basis of this Contract, the Lender has the right to terminate this Contract without the notice period (Section 27(1) and (2) of the Act No. 219/2000 Coll., on property of the Czech Republic.
- 5) In case of a breach of obligations from this Contract by the Borrower, the Lender has also the right to withdraw from this Contract. In such case, the effects of withdrawal will commence on the day of delivery of the withdrawal to the Borrower. With the moment of delivery of the withdrawal from the Contract, the Borrower undertakes to return the Subject of the Borrowing to the Lender immediately at its own expense to the Lender's registered office, unless agreed otherwise in writing between the contracting parties or unless determined otherwise by the Lender (for example directly in the expression of the will to withdraw from the Contract).

#### Section VIII

#### **Other Arrangements**

- 1) The Lender will provide photographs and slides for the exhibition catalogue and for other publications for the exhibition against reimbursement of the respective costs by the Borrower. The reproduction in such publications is not subject to the reproduction fee.
- 2) Photographs made by visitors of the exhibition for private purpose only is allowed. The use of technical aids (flashlights, tripods) is prohibited.
- 3) The use of provided photographs for commercial publications, postcards, posters and other forms of reproduction is not allowed without previous written approval of the Lender and copyright holder. In case of approval, the use is subject to a special fee.
- 4) The Borrower undertakes to write the name of the Lender in form stated on the first page of this Contract, i.e. "National Library of the Czech Republic", in the catalogue and in all other printed materials, exhibition labels and in all other forms of information.

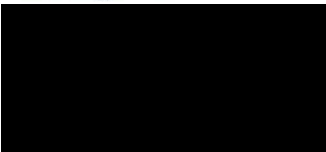
- 5) The Borrower shall hand over the Lender free of charge two (2) copies of the exhibition catalogue and of all other printed materials issued for the exhibition. In case of a larger number of the Subjects of the Borrowing, the Lender shall determine or regulate its higher requirement as to the number of cost-free copies, so that it corresponds to the number and character of the Subjects of the Borrowing. The Borrower undertakes to send the required copies immediately to the address of the Lender, as stated on the first page of this Contract.

#### Section IX Final Provisions

- 1) Any changes of this Contract may only be made on the basis of written amendments, numbered upwardly, agreed and signed by both contracting parties.
- 2) The contracting parties agree explicitly the prohibition of assignment of claims from this Contract (Section 1881 of the Civil Code) to third parties, and further the prohibition of assignment of rights and obligations from the Contract or its part (Section 1895 of the Civil Code) to third parties.
- 3) If any part of the obligation under this Contract is or becomes invalid, unenforceable, apparent (null and void), the impact of such provision of the Contract will be considered analogously under Section 576 of the Civil Code. The contracting parties undertake to replace such part by a new, valid and enforceable parts of the obligation, the subject of which will correspond best to the subject of the original obligation or the intention of the contracting parties, as the case may be. If the Contract will not contain any arrangement, the stipulation of which would otherwise be justified for determination of the rights and obligations, the contracting parties shall do everything for inclusion of such provision in the Contract.
- 4) This Contract is made in five (5) copies, of which the Lender shall receive three (3) copies of the Contract and the Borrower shall receive two (2) copies of the Contract.
- 5) The Contract becomes valid with its signing by the last of the two contracting parties. The Contract becomes effective on the day of signing of the condition report by both contracting parties.
- 6) Possible disputes are subject to the laws of the Czech Republic and the court of the respective jurisdiction is the court under general rules provided by the Act No. 99/1963 Coll., Code of Civil Procedure.
- 7) The below Annexes form an integral part of this Contract:  
Annex No. 1 - Facility Report  
*Annex No. 2 - Condition Report (will be made a part of the Contract immediately after conclusion of the Contract, see Section II(2))*  
Annex No. 3 - Authorizing deed for the person representing the Lender  
Annex No. 4 - Power of Attorney or authorization for the person representing the Borrower

26 -07- 2018

In Prague on



Lender  
PhDr. Martin Kocanda  
General Manager  
National Library of the Czech Republic

NÁRODNÍ KNIHOVNA ČESKÉ REPUBLIKY  
Klementinum 190, 110 00 Praha 1

*Chemnitz* 06. 08. 2018



Borrower

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Archäologie Chemnitz  
Stefan-Heym-Platz 1  
09111 Chemnitz

