

Terms and Conditions for loans of art objects from the Museum of Art and History

Last edited February 22, 2022



CONTENTS

1. GENERAL INFORMATION.....	- 4 -
1.1 Definition	- 4 -
1.2 Submission of requests and required information	- 4 -
1.3 Application process.....	- 5 -
2. TERMS OF THE LOAN.....	- 6 -
2.1 Organisations eligible for a loan	- 6 -
2.2 Refusal of loan requests.....	- 6 -
2.3 Travelling exhibitions	- 6 -
2.4 Financial terms.....	- 7 -
3. TERMS FOR TRANSPORT AND COURIER SERVICES	- 8 -
3.1 Terms for shipping borrowed objects.....	- 8 -
3.2 Customs formalities	- 9 -
3.3 Condition reports	- 10 -
3.4 Courier expenses payable by the Borrower	- 10 -
4. TERMS FOR INSTALLING AND EXHIBITING OBJECTS.....	- 11 -
4.1 Handling and exhibition conditions.....	- 11 -
4.2 Security and safety conditions	- 12 -
5. INSURANCE COVERAGE	- 13 -
5.1 Terms for the insurance coverage.....	- 13 -
6. PHOTOGRAPHS AND REPRODUCTIONS OF OBJECTS WHILE ON LOAN	- 14 -
6.1 Acquisition of reproduction(s) and rights.....	- 14 -
6.2 Reference and legal mention.....	- 14 -
6.3 Exhibition reproduction for record purposes	- 14 -
7. RESPONSIBILITY AND RESTITUTION OF OBJECTS AND TERMINATION OF LOAN AGREEMENT	- 16 -
7.1 Borrower's responsibility.....	- 16 -
7.2 Duration of the Loan Agreement.....	- 16 -
7.3 Revocation of the loan request.....	- 16 -
7.4 Rescission, cancellation or breach of contract	- 17 -
8. MISCELLANEOUS DISPOSITIONS.....	- 18 -
8.1 Right of retention.....	- 18 -
8.2 Governing law.....	- 18 -
8.3 Exclusive competence	- 18 -
8.4 Signature of the Agreement.....	- 18 -

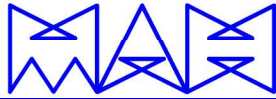


FOREWORD

The City of Geneva, or the Museum of Art and History (hereafter referred to as MAH) on its behalf, may loan out art objects catalogued within their collections inventory for a limited and fixed period of time, to museums and art galleries open to the public and cultural or scientific institutions with professional exhibition equipment and qualified personnel, for the purpose of temporary exhibitions open to the public.

The present General Terms and Conditions set forth the legal obligations between the Borrower and the MAH, acting on behalf of the City of Geneva.

The loaned object(s), the loaned work(s) will be hereinafter referred to as 'the objects' or 'the works'.



1. GENERAL INFORMATION

1.1 Definition

- 1.1.1 The City of Geneva, or the MAH on its behalf, will hereafter be referred to as “the Loaner”.
- 1.1.2 “The Borrower” is the museum, institution or organisation that borrows one or several work(s) of art from the MAH for a temporary exhibition; the person or persons appointed to act on behalf of and invested with the legal power to represent the Borrower will sign the Loan Agreement. The present Terms and Conditions are an integral part of the Loan Agreement.
- 1.1.3 An “object” or a “work of art” refers to: any artefact catalogued as part of the MAH’s collections inventory, whether it is owned by the City of Geneva or held as a permanent loan.
- 1.1.4 Loans are granted for the purpose of temporary exhibitions, for a fixed period depending on the characteristics of each object.
- 1.1.5 Requests for loans for periods exceeding twelve months are considered long-term loans, and as such are governed by another specific set of Terms and Conditions.

1.2 Submission of requests and required information

- 1.2.1 All requests must be addressed to the Director of the MAH, by post, at least 8 months prior to the date of the opening of the exhibition for national exhibitions, and at least 12 months prior to the date of the opening of the exhibition for international and/or travelling exhibitions.
- 1.2.2 All requests must include a general presentation of the concept of the exhibition, with detailed information on how objects borrowed from the MAH will be used and presented to the public, an overview of the exhibition’s layout and a Facility Report, dated and signed, stating the environmental (temperature, light, etc.) and security conditions in which objects on loan will be exhibited.
- 1.2.3 By submitting a loan request, the Borrower declares that she or he has read the present Terms and Conditions thoroughly and agrees to them.
- 1.2.4 Loans are granted for exhibitions held in a given location, for a given length of time.
- 1.2.5 Any change in the dates of the exhibition detailed in the original request must be notified to the MAH as soon as possible.
- 1.2.6 Any change of location must be notified, and the Borrower will need to formally submit a new request application. This new request application will need to include all the usual information, as provisioned in paragraph 1.2.2.



- 1.2.7 Requests to extend the duration of the loan will need to be addressed by post to the Director of the MAH, at least two months prior to the end of the exhibition. The maximum extension period will be considered and determined depending on the characteristics and availability of each object.

1.3 Application process

- 1.3.1 All approved applications will be materialised by a Loan Agreement drawn up by the MAH, which must be dated and signed by both the Loaner and the Borrower.
- 1.3.2 The present Terms and Conditions are an integral part of said Agreement.



2. TERMS OF THE LOAN

2.1 Organisations eligible for a loan

- 2.1.1 The City of Geneva, or the MAH on its behalf, may loan out objects to cultural or scientific institutions with professional exhibition equipment and qualified personnel, or museums and art galleries open to the public for the purpose of promoting its collections in temporary exhibitions.
- 2.1.2 The City of Geneva, or the MAH on its behalf, will decline any loan requests submitted by public or private organisations, whose core activities, as defined within their statutes, do not include holding scientific or cultural exhibitions, and which do not have both qualified personnel and dedicated areas designed expressly for the purpose of housing art exhibitions.

2.2 Refusal of loan requests

- 2.2.1 The City of Geneva, or the MAH on its behalf, reserves the right to decline any loan request for the following reasons:
- The loan request application was not submitted in a timely fashion.
 - Objects are unavailable at the specified time.
 - Exhibition and security conditions detailed by the applicant are deemed unsatisfactory with regard to the standards laid out in the present Terms and Conditions.
 - Objects are too delicate to be exhibited and/or to move.

This list is not exhaustive and other reasons may be invoked.

- 2.2.2 The decision to decline a loan request application will be notified by way of a formal answer from the Director of the MAH and may not be appealed.

2.3 Travelling exhibitions

- 2.3.1 Travelling exhibitions must be presented as such in the initial loan request application, which must also include all relevant information for the various partnered institutions expected to host the exhibition.
- 2.3.2 The application must include the correct details for each organisation, as well as the dates and a complete Facility Report for each venue expected to host the exhibition (see Art. 1.2).



2.4 Financial terms

- 2.4.1 The MAH may consent to loan out objects according to a financial frame determined by the Director of the MAH, on behalf of the City of Geneva's Department of Culture and Digital Transition.
- 2.4.2 As a general rule, the following costs are paid by the Borrower :
- a Packaging materials used to pack objects for transport.
 - b Shipping costs from original location where objects are kept to the exhibition venue, then back to their original location.
 - c In some cases, cost of temporarily storing objects during shipping.
 - d Cost of storing shipping crates for the duration of the exhibition.
 - e Nail-to-nail insurance coverage against all risks for objects on loan, from the moment they leave the care of the MAH until they are returned. From case to case, depending on the exhibition's location, the insurance coverage may also include static terrorism risk.
 - f Any administrative procedures (including Immunity from Seizure application) and/or customs procedures required for the loan.
 - g In some cases, additional security measures required by the MAH upon delivery of the objects and during the exhibition.
 - h Courier expenses (see Art. 3.4).
 - i Framing and/or restoration costs, when required for objects to be prepared for shipping. In such cases, an estimate is submitted to the Borrower for approval prior to drawing up the Loan Agreement. The final invoice is then calculated based on actual costs incurred.
 - j Depending on exhibition conditions detailed within the Facility Report, the MAH may request that the Borrower comply with specific conservation conditions.
 - k Reproductions of borrowed objects (see Section 6).
 - l Costs incurred as a result of a rescinded loan request (see Art. 7.3).
- 2.4.3 In the case of a travelling exhibition, the MAH will produce a single invoice, addressed to the entity that submitted the application. Under no circumstances shall the MAH be responsible for splitting the costs amongst the various institutions that received works on loan.
- 2.4.4 A personal invitation to official events in relation to the exhibition and especially devoted to the circle of loaners (such as previews, VIP meetings, etc.) will be sent to the Director of the MAH a few months before the opening of the exhibition.



3. TERMS FOR TRANSPORT AND COURIER SERVICES

3.1 Terms for shipping borrowed objects

- 3.1.1 Transport is entrusted to a professional company specialised in the conveyance of fine art, offering all guarantees usually expected in the industry, and accredited to fulfil all required customs formalities in case of transport abroad (temporary import/export), as well as any other particular formalities that may be required on a case-by-case basis, depending on the objects released on loan. The choice of the transport company by the Borrower must be formally approved in writing by the Lender. The City of Geneva, or the MAH on its behalf, may, if deemed necessary, demand that a particular company be hired by the Borrower. Loaned objects must be shipped in the same conditions and by the same transport company on both outbound and return transits. For travelling exhibitions, the transport schedule between the various venues hosting the exhibition must be submitted to and approved by the MAH before objects may be loaned.
- 3.1.2 Whatever the distance travelled, all objects must be packed according to recommendations laid out by the MAH. The packing process shall be entrusted to a company specialised in the handling and transport of works, under the supervision of an accredited representative of the MAH. As a matter of principle, the company in charge of packing is usually the same as the one in charge of transport. Prior to transport, the appointed transport company is required to contact the MAH's registrar to organise a site visit to see and measure each loaned object and to determine specifically the type of packing required by the MAH.
- 3.1.3 In some cases, the MAH reserves the right to request exclusive transport.
- 3.1.4 Transport shall be carried out by the most direct and most specific route.
- 3.1.5 The MAH defines the terms of courier services depending on the complexity of transport or the inherent characteristics of objects on loan.
- 3.1.6 For transport by road, objects must be shipped alone, with no other cargo, unless prior agreement has been granted by the MAH to the Borrower. The vehicle must comply thoroughly with optimal conservation and security standards, including (but not limited to):
- a Air suspension systems.
 - b Air conditioning to ensure optimal and consistent climate throughout the duration of the journey, including during breaks, when the vehicle is parked.
 - c Fire detection and suppression systems.
 - d Remote tracking device.
 - e Trailer where objects are placed during transport must be made of hard and opaque material, and be entirely windowless.
 - f Cabine reserved for drivers and courier, separated from trailer containing the objects.
 - g Dedicated seat for the courier.



- h Two drivers must be on board of the vehicle, at least one of them at all times. In the event that the two drivers are no longer in a capacity to be in charge of the vehicle, it must be placed under the authority of law enforcement (police, gendarmerie). Alternatively, other equivalent measures, agreed upon by the MAH and the Borrower, may be taken.

3.1.7 The date of transport is decided at least one month prior to pick-up.

3.1.8 In the event that objects on loan need to be temporarily stored in a location other than the exhibition venue, objects must be kept in vault storage or any other location with round-the-clock surveillance, equipped with fire and/or water detectors, and offering controlled climate conditions in compliance with conservation standards.

This measure must be approved by the MAH.

3.1.9 In the event that transport by road exceeds one day, objects must remain inside the trailer at all times until they are delivered to the exhibition venue. Under no circumstances may they be unloaded from the trailer. The climate inside the trailer must never be allowed to vary while the vehicle remains parked. The vehicle must be stored inside a secured warehouse operated by qualified partners, equipped with fire and/or water detectors and offering stable climate conditions.

This measure must be approved by the MAH.

3.1.10 Objects must be transported as close as possible to the opening date of the exhibition. They may be picked up no sooner than three weeks prior to the opening date of the exhibition, and returned no later than fifteen days after the end of the exhibition.

3.1.11 The same packing materials must be used for the return of the objects on loan. The crates used to transport the objects must be stored in suitable facilities for the duration of the exhibition.

3.1.12 Before they may be opened, crates must be left to sit for a minimum period of 24 hours, to allow for their content to adjust to room temperature and humidity. For the same reasons, at the end of the exhibition, prior to crating, the empty crates must be left to sit another 24 hours inside the exhibition hall.

3.2 Customs formalities

3.2.1 The Borrower, represented by the chosen shipping company, must carry out all customs formalities prior to transport.

3.2.2 In the event of difficulties arising while clearing customs, the MAH must be informed immediately. The inspection of objects by customs agents during transport must be carried out under the supervision of a qualified professional.

3.2.3 CITES (Convention on International Trade in Endangered Species of Wild Fauna or Flora) certificates or any other certificates that may be required to clear through customs must be obtained at the Borrower's expense. The Borrower or his representative is responsible for



fulfilling all necessary conditions and procuring all necessary documentation. Analysis or sampling of materials for identification will be carried out under the supervision of the MAH's conservation-restoration staff, at the Borrower's expense.

3.3 Condition reports

- 3.3.1 Each object is released with a copy of the initial condition report, placed alongside the object within its crate.
- For each loaned object, a condition report must be filled out by a member of the conservation-restoration department prior to departure from the MAH.
 - A second check is carried out by the MAH's courier and/or by the Borrower, or by a representative of the Borrower accredited by the MAH, upon unpacking the object.
 - A third check is carried out at the end of the exhibition by the MAH's courier and/or by the Borrower, or by a representative of the Borrower accredited by the MAH, prior to packing the object.
 - A final check is carried out by a member of the MAH's conservation-restoration department when the object is delivered at the MAH, upon unpacking.
- 3.3.2 During the inspection, any sign of damage or deterioration must be notified to the MAH, which determines conservation measures to be undertaken together with the Borrower. Depending on the gravity of the situation, an insurance claim may be filed and the MAH reserves the right to cancel the Loan Agreement.

3.4 Courier expenses payable by the Borrower

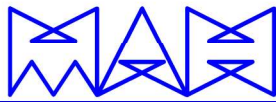
- 3.4.1 The Borrower agrees to pay the courier's expenses for both legs of the journey, as well as for an intermediate check of the works between various venues in the case of travelling exhibitions, in compliance with MAH's terms as stated below:
- a Travel expenses:
 - In case of international long-haul flights, a business-class seat is required for both legs of the journey.
 - In case of a courier's journey by train (corresponding to a duration of 8 hours over the day or more), a first-class seat is required for both legs of the journey.
 - In cases where the courier is travelling along with the objects, a business-class seat is required for travel by air and a first-class seat for travel by rail (for non-cross-Atlantic flights, an economy-class seat may be booked for the return journey, and for train journeys not exceeding 8 hours, a second-class seat may be booked for the return journey).
 - b Accommodation expenses: room and breakfast included, in a mid-level establishment situated in proximity to the exhibition venue.
 - c Per diem: CHF 80.-/day (including days of travel), for meals and intercity transport between the hotel and the exhibition venue.
 - d Travelling expenses for transit between the venue and airport must be reimbursed to the courier upon her or his arrival at the exhibition venue.



4. TERMS FOR INSTALLING AND EXHIBITING OBJECTS

4.1 Handling and exhibition conditions

- 4.1.1 The Borrower agrees to handle the objects with the greatest professional care, and to take all necessary measures to ensure their safety.
- 4.1.2 The safety and conservation conditions at the exhibition venue must be the same as those detailed in the Facility Report, dated and signed, which is considered an integral part of the Loan Agreement.
- 4.1.3 The Borrower agrees to comply with the following conditions:
- a Security agents must be present at all time, and/or electronic surveillance must be conducted during the day and/or night, throughout the period during installation and dismantling.
 - b Upon arrival and for the mandatory 24-hour climate adjustment period, the crates containing the objects are stored in secured facilities equipped with fire/water detectors.
 - c Objects must be exhibited in the same climate and lighting conditions as those detailed in the Loan Agreement for each object. These conditions must be maintained 24 hours a day, 7 days a week.
 - d Under no circumstances are objects to be exposed directly to the airflow coming from a vent. Under no circumstances are objects to be exposed to direct natural light. The MAH reserves the possibility to demand that adjustments be made, based on the Facility Report.
 - e Objects must be treated with the greatest care and returned to the Loaner in the same condition as when they were released to the Borrower.
 - f None of the loaned objects may be cleaned, restored or repaired in any way without the express written authorisation of the Loaner.
 - g None of the loaned objects may be unframed or separated from its base or structure without the express written authorisation of the Loaner.
 - h Once the objects have been installed, they may no longer be handled without the express written authorisation of the Loaner.
 - i None of the loaned objects may undergo technical tests or scientific investigations without the express written authorisation of the Loaner.
 - j Objects must be placed out of the public's reach and are under no circumstances to be touched. Barriers and other suchlike solutions to keep the public at a distance may be required for objects not protected by glass or placed inside display cabinets.
 - k All work conducted inside the venue, including painting and electricity work, is expressly forbidden during installation, exhibition and dismantling, and personnel not involved in these operations are not allowed to enter the exhibition space.
 - l Upon request by the Loaner, humidity and temperature reports will be produced by the Borrower at regular intervals for the entire duration of the exhibition.



- 4.1.4 Furthermore, objects are installed in compliance with the layout presented to the Loaner.
- 4.1.5 The City of Geneva, through a representative accredited by the MAH, is authorised to make sure, at any moment during opening hours or by appointment outside opening hours, that the conditions in which objects are exhibited are fully compliant.
- 4.1.6 In the event of a change in the conditions of exhibition (layout, climate, etc.), the Borrower must notify the Loaner at once, either by telephone or via email. If the conditions are deemed no longer satisfactory by the Loaner, the latter reserves the right to remove loaned objects from the exhibition and to have them shipped back to the MAH at the Borrower's expense.
- 4.1.7 In the event of an incident (theft or attempted theft, trespassing on the exhibition venue, loss, water or fire damage, etc.), the Borrower must notify the Loaner at once, either by telephone or via email, even if objects on loan are not directly concerned. Similarly, the Borrower must also notify at once the insurer (see Art. 5.1). In cases of extreme urgency and imminent jeopardy of the objects, these can be moved. The borrower immediately informs the lender of the measures taken.
- 4.1.8 Any damage, whatever its nature, observed on objects on loan during the exhibition must be notified to the Loaner.
- 4.1.9 If the Borrower fails to comply with the above-mentioned safety and conservation terms and after due warning from the Loaner, the latter reserves the right to remove objects on loan from the exhibition and to have them shipped back to the MAH ahead of the agreed upon schedule. All costs incurred as a result of this emergency measure will be paid by the Borrower.

4.2 Security and safety conditions

- 4.2.1 Objects loaned by the MAH must only be exhibited inside premises designed to that effect, which comply with the safety and conservation standards usually enforced in this domain.
- 4.2.2 The Borrower will be required to produce proof that optimal security and safety measures are in action to prevent thefts and damage, as well as proof that hanging systems and display cases provide adequate security and conservation conditions.
- 4.2.3 Depending on the nature of the objects on loan, their location within the exhibition and the security measures detailed by the Borrower, the Director of the MAH reserves the right to demand that additional security measures be implemented.
- 4.2.4 The Director of the MAH reserves the right to demand that emergency plans be produced in anticipation of an incident.



5. INSURANCE COVERAGE

5.1 Terms for the insurance coverage

- 5.1.1 A nail-to-nail insurance policy must be procured with UNIQA Kunstversicherung Schweiz/Zurich. The MAH will send the insurance request form to the insurance company, and the invoice will be sent directly to the Borrower.
- 5.1.2 The insurance policy provides nail-to-nail, agreed-value coverage against all risks, with no deductibles, and includes a waiver of all claims against the shipping company, courier or any person who made any contribution to the exhibition. On a case-by-case basis, the addition of a specific clause for risks associated with terrorism may be required by the Loaner.
- 5.1.3 The Director of the MAH reserves the right to request a certificate of seizure exemption prior to consenting to a loan.



6. PHOTOGRAPHS AND REPRODUCTIONS OF OBJECTS WHILE ON LOAN

6.1 Acquisition of reproduction(s) and rights

- 6.1.1 The Borrower shall address his request to the Photography Department of the MAH via an online form (<https://collections.geneve.ch/mah/order/no-image>) to receive reproductions of objects on loan for specific purposes related to the exhibition, including:
- Exhibition catalogue and/or brochure.
 - Exhibition publicity and promotion (including on the Borrower's website).
 - Conferences.
 - Outreach activities.
 - Other uses (to be specified by the Borrower in the online request form).
- 6.1.2 The Borrower alone is responsible for procuring required authorisations and paying royalties for objects not yet fallen into the public domain, as required under copyright protection legislation.
- 6.1.3 The Borrower agrees to send two copies of the exhibition catalogue to the Loaner.

6.2 Reference information and legal mention

- 6.2.1 The Borrower agrees to include on all exhibition labels the following reference information for each object:
- Artist's first and last names, place of birth and dates.
 - Title and date of creation.
 - Inventory number.
 - Identity of the owner.
- 6.2.2 Depending on the number of objects on loan, the MAH reserves the right to request that a specific mention be included. Specific mentions will be used for different promotional documentation or communication materials.

6.3 Exhibition reproduction for record purposes

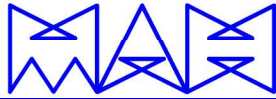
- 6.3.1 General shots featuring objects loaned by the MAH may be made for the purpose of offering content for media outlets and publicity. In such cases, a letter of notification detailing the circumstances of the shooting will be sent to the Loaner. However, individual shots of objects loaned by the MAH for reproduction purposes are expressly forbidden.
- 6.3.2 Once the Loaner has given written consent for objects to be photographed, filmed or televised, the Borrower must ensure that:



- a All recordings are performed by specialised staff or hired professionals.
- b The lighting equipment is never placed less than two metres away from the objects.
- c The lighting equipment does not cause the temperature on the surface of the objects to rise more than 3°C above room temperature.
- d Objects must neither be touched nor moved to be photographed or filmed.
- e It is strictly forbidden to open the display cases to film or photograph objects on loan.

6.3.3 The Borrower is responsible for enquiring about copyrights that apply in the context.

6.3.4 It is strictly forbidden to photograph or film objects during unpacking, packing or installation, except for representatives accredited by the MAH, to establish temporary internal records and in anticipation of repacking.



7. RESPONSIBILITY AND RESTITUTION OF OBJECTS ON LOAN AND TERMINATION OF LOAN AGREEMENT

7.1 Borrower's responsibility

- 7.1.1 The Borrower is required to repair any damage caused by failure to comply partly or totally with the present Terms and Conditions, unless the Borrower is able to establish that no mistake was made on his part.
- 7.1.2 The Borrower alone will bear the consequences for any failure to comply partly or totally with the present Terms and Conditions. Furthermore, the City of Geneva reserves the right to take legal action for compensation or any other claim legally permissible.
- 7.1.3 The Borrower is held responsible for any damage sustained during transport, from the moment objects leave the City of Geneva's storing facilities or the MAH, until they are returned to the City of Geneva's storing facilities or the MAH.

7.2 Duration of the Loan Agreement

The Loan Agreement is signed by the Loaner and the Borrower for a fixed period specified within the Loan Agreement.

7.3 Revocation of the loan request

- 7.3.1 If the Borrower wishes to revoke his loan request, the Borrower agrees to formally notify his decision in writing, sent by registered post to the Director of the MAH.
- 7.3.2 In the event that the Loaner has incurred framing and/or restoration costs in anticipation for the loan, said costs will be payable by the Borrower.



7.4 Rescission, cancellation or breach of contract

- 7.4.1 In case of failure to comply with the terms to which the Borrower has consented by signing the present agreement, the MAH reserves the right to rescind the agreement, with immediate effect, to the sole prejudice and detriment of the Borrower. All expenses made in anticipation of the loan must be paid by the Borrower.
- 7.4.2 The Loaner reserves the right to demand that part of or all objects on loan be returned earlier, in the event of force majeure or if the Loaner fails to comply with the terms of the loan. The terms for transport and courier services detailed under Section 3 remain enforceable.



8. MISCELLANEOUS DISPOSITIONS

8.1 Right of retention

The Borrower has no right of retention on the objects released on loan.

8.2 Governing law

The present Terms and Conditions are governed by Swiss law.

8.3 Exclusive competence

All disputes related to the present Terms and Conditions or that may arise as a result of damage sustained by objects loaned by the MAH will be submitted to the ordinary courts of Geneva, the right of appeal to federal courts being reserved.

8.4 Signature of the Agreement

- 8.4.1 By signing the Loan Agreement, the Borrower agrees to all terms and conditions therein, which are an integral part of the Loan Agreement formed with the City of Geneva.
- 8.4.2 The Director of the MAH and the Municipal Councillor in charge of the Department of Culture and Digital Transition alone are entitled to act on behalf of the City of Geneva for all matters related to loans of objects.

The Municipal Councillor in charge of the
Department of Culture and Digital Transition

Sami Kanaan,

Geneva, 25.02.2022