



Report



Long-term loans best practices report

Report of the Long-term Loans and Collection Research Working Group 2008–2010, a Subgroup of the OMC Working Group on Mobility of Collections

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1. Introduction

1.1 Report objectives and related data collected

This document, the *Long-term Loans Best Practices Report*, aims to identify and share best practices for long-term lending and borrowing between museums in the European Union. By identifying and sharing best practices, the Long-term Loans and Collection Research Working Group wishes to provide the skills and confidence needed to initiate lending and borrowing to those European museums that currently do not lend or borrow museum objects. In addition, the working group hopes to encourage all museums in the European Union to share a wider scope of cultural objects and works of art and thereby help citizens in Europe to understand and enjoy their common European cultural heritage.

Cultural policy in the European Union can be said to be favourably disposed to an increase in the lending and borrowing of cultural objects and works of art between museums. Indeed, an increase of such activity is in evidence across Europe. The opportunities present in this activity and the barriers to the wider adoption and growth of lending and borrowing of objects continue, however, to be incompletely accounted for. The data collected for this report also lead to a discussion of these issues, which affect the willingness of participating institutions to engage in the lending and borrowing of objects.

This report rests upon data gathered by two separate inquiries. There was no pre-existing detailed set of hypotheses underlying these inquiries concerning the factors affecting the practice of lending and borrowing of objects between museums. Rather, the approach was to put fairly open-ended questions to European institutions about their experiences first, in order to generate empirical data and then to build policy-related arguments and preferences from the analysis of the data so generated. The first inquiry, which was made during the German presidency in 2007, was part of wider questioning relating to the promotion of museum collections' mobility and loan standards. This inquiry contained the following two questions regarding long-term loans:

- Do you have any surveys, research or studies concerning long-term loans or loan fees/loan costs in your country? If so, please specify.
- Do you have best practices and case studies concerning long-term loans or loan fees/loan costs in your country? If so, please give short descriptions.

The Long-term Loans and Collection Research Working Group managed to obtain eleven responses to this inquiry. These responses included responses from Belgium, Denmark, Finland, Greece, Hungary, Luxembourg, the Netherlands, Portugal, Romania, Spain and the United Kingdom.

To update and complete the above responses, in spring 2009 the working group gathered information on recent cases with regard to long-term lending and borrowing in and between member states. The recipients of this complementary inquiry were asked to name any long-term loans that they were aware of, and to specify its parties, objects lent and duration of the loan. In addition, they were asked to describe reasons for the long-term loans made, agreements that were used, and any experiences – good or bad – that the parties had had in connection with the long-term loan. Finally, the respondents were asked to answer how long-term lending and borrowing could be further developed within the European Union. Responses to these complementary questions were received by Belgium, Bulgaria, Finland, Greece, Hungary, Italy, the Netherlands, Romania, Spain and the United Kingdom.

The material that was gathered for the analysis of best practices as described above did not form an all-catching statistical entity but rather a sampling of cases and experiences. The material also varied from country to country. Its unevenness was primarily a consequence of the fact that some countries had considerable experience of long-term loans whereas others had not been exposed to long-term lending or borrowing at all. If the experiences were limited to one case only, the material provided was typically very fact-oriented, lacking any deeper analysis of the case in question. The answers provided were, however, highly congruent, i.e., the same comments and feedback appeared in many of the responses. Due to this congruency, the material available created an adequate basis for this report.

The report is divided into five chapters. Chapter 1 introduces the report objectives and related data collected. In addition, it contains a short summary of the European Union resolutions and actions underlying the report. Chapter 2, “Experiences in Long-term Lending and Borrowing”, sets forth the findings that the working group made of the data gathered for the report. The analysis of the findings is included in Chapter 3, entitled “Responses to Barriers and Opportunities to Seize”. Chapter 4 contains a set of recommendations for best practices to be followed, and Chapter 5 a list of long-term loans that contributed to the completion of the report. The definition of a long-term loan and contract templates, the use of which the Working Group recommends, are included in Appendices A, B and C.

1.2 Mobility of collections in EU policy

The mobility of collections between European Union member states appeared on the European agenda for the first time in 2003. Initial ideas with a view to stimulate a stronger circulation of museum objects for the benefit of European citizens were delivered and discussed at conferences in Greece and Italy. European Union Council Resolution Nr 13839/04 established mobility as one of the five priorities in the Work Plan for Culture 2005–2006. Following the resolution, various EU presidencies took several steps to improve cultural cooperation in the European Union. During the Netherlands presidency in 2005, a group of European museum experts prepared the report *Lending to Europe* which identified obstacles for the exchange of cultural moveable heritage between member states.

The next development was the *Action Plan for the EU Promotion of Museum Collections' Mobility and Loan Standards 2006–2007*. This *Action Plan* was based on areas highlighted in the report *Lending to Europe* and contributed further to the implementation of the above referred Council Resolution. The aim of the *Action Plan* was to facilitate the access to Europe's cultural heritage, make it available for all citizens and find new ways to improve cooperation, trust and good practices for lending between museums.

The implementation of the *Action Plan* was supported by the creation of six working groups that were expected to propose concrete solutions related to their areas of responsibility as well as stimulate focused discussion. The Loan Fees and Long-term Loans Working Group 2006–2008 gave numerous presentations on the issue and developed, by the end of December 2007, three *Mobility of collections* documents: *Definition of Long-term Loans*, *Long-term Loan Conditions* and *Loan Fees and Loan Costs: Guidelines*.

The work is being carried onwards by, among others, the Long-term Loans and Collection Research Working Group 2008–2010, which is a subgroup of the OMC Working Group on Mobility of Collections. The working group has analyzed the gathered data and drawn up this document, the *Long-term Loans Best Practices Report*.

2. Experiences in long-term lending and borrowing

2.1 Definition of a long-term loan

Long-term loan practices differ from those of short-term loans in many respects. The most noteworthy difference is that objects on long-term loan are meant to contribute to the borrower's permanent collection and are regarded as forming part of the collection for the period of the loan. Objects on long-term loan are thus treated with the same care, use and attention as all objects in the borrower's collection. A more precise description of the differences between long-term and short-term loans is attached to this report as Appendix A.

2.2 General observations

Based on the data collected for this report, long-term lending and borrowing was more common between museums that were located in proximity to each other. Within a member state, loans were often entered into between museums located in the same administrative region: for example, in Belgium between museums in Flanders or in Germany between museums in Niedersachsen. International loans for their part were most often concluded between museums situated in neighbouring countries or at least in same parts of Europe. Long-term loans of objects that had been agreed as an alternative to unresolved claims for restitution or in connection with a successful resolution of such claims constituted an exception to this.

To a large degree, museums that took part in lending and borrowing were major museums in their home countries. Many of them were parties to several long-term loans. In general, museums' experiences in long-term lending and borrowing were very positive. The institutions featured archaeological, historical, natural history, art and technical museums. In Austria, objects were also lent by churches and monasteries. The most active institutions in lending and borrowing were archaeological and art museums, due to which the most frequently loaned objects were archaeological objects and works of art. A single loan could comprise an individual object or a group or collection of objects.

It is worth noting that most lending and borrowing between museums took place at no commercial fee for the loan itself. To facilitate and encourage the lending of objects, the parties in many cases agreed not to request loan fees or any rent from the loan and also to keep the costs relating to handling, packing, transport and presentation as reasonable as possible.

2.3 Reasons for lending and borrowing

The materialised long-term loans listed in Chapter 5 of this report prove that long-term lending and borrowing has begun to gain ground. The underlying general reasons for many of the reported long-term loans included objectives such as the aim to “deepen the knowledge of human civilization, to enrich cultural life of all people and to create mutual respect and appreciation among people”, as one respondent put it.

Several respondents mentioned that loans had been made in order to make better use of collections. In fact, many of the objects on loan would have remained stored for reasons such as lack of space, museum renovation or duplicate existence of the object concerned had they not been lent to another museum. In other words, long-term loans allowed public access to works that were rarely or not at all exhibited. Loans were made also to strengthen and enhance the permanent collection of the borrower. The borrowers considered loans as an economic way to enrich their collections as well as strengthen their collection's profile and the museum's significance in general. For some museums, both lending and borrowing was important. They emphasised the mutual benefits following from reciprocal access to works in other institutions.

Many loans were made in order to show objects in a new meaningful context or to construct a temporary combination of objects that builds a totality normally unavailable to the public in any of the participating institutions. Objects could be placed, for example, in a historical context – which was the case when a sculpture from the Museo del Prado was loaned on a long-term basis to the Albertina. In general, displaying objects in a context other than their customary “home collection” enabled museums to tell stories from a different perspective perhaps capable of revealing new information about the objects. In addition, when Austrian monasteries and churches lent objects no longer in use to churches and monasteries abroad, the original function of the objects could be restored.

Objects were frequently loaned for the purpose of restoration and scientific research. Typically an object was restored with the financial help of the borrower who obtained the object for loan in return for its contribution to the restoration effort. Some long-term loans facilitated research and display of an object, particularly as part of a broader cultural subject matter, in one place.

Among the reasons for loans between museums was also exchange of experiences and staff training. Furthermore, long-term loans were entered into in connection with an agreement resolving a claim for restitution of other works, or as an alternative to restitutions of disputed objects.

2.4 Barriers to and opportunities in lending and borrowing

In general, the respondents were very willing to share their experiences in long-term lending and borrowing. Only one institution answered that it could not specify the long-term loans that it was a party to because of some obligations of confidentiality that it was tied to. It is, however, hard to imagine how such secrecy could still have place in a Europe committed to the mobility of collections with the aim of helping its citizens understand and enjoy their common cultural heritage.

The respondents' attitudes towards facilitating a greater access to Europe's cultural heritage by long-term lending and borrowing were also very positive. Only one respondent expressed some kind of unnecessary rivalry in stating that "since the exchanged objects were equally important, neither museum's collections appeared superior to the other". It is easy to imagine that this kind of approach might develop into a barrier to the aims of making the most of the collections held by museums across Europe.

Several respondents mentioned that the idea of collection mobility was still not very widely known in the EU member states. Some of them also stated that information on long-term lending and borrowing should not be disseminated to museums only but to all parties in public administration working with national collections. This requirement relates to the fact that in some countries lending an object abroad needs to be approved by an authority different from the museum having the object in its possession. For example, in Austria, the Federal Office for the Protection of Monuments controls whether the objects chosen by museums can be loaned abroad, whilst in Spain the lending of works must be approved by the Spanish Historical Heritage Assets Classification, Valuation and Export Board.

Many institutions mentioned that they would be ready to loan objects to other museums in Europe if there would be good expectation of a reasonable balance in providing and receiving objects on a long-term loan basis. In their opinion, reciprocity would build trust between all participating institutions and would thereby enable growth in the practice of lending between institutions.

One respondent to the complementary inquiry made in spring 2009 explained its lack of experience in long-term lending and borrowing with reasons relating to the collection reviews that were only in the process of being made. As this case demonstrates, a good, strong knowledge of one's own collections is a prerequisite for sensible lending and borrowing.

Finally, several of the respondents were of the opinion that entering into complex loan agreements with requirements that varied from museum to museum made lending and borrowing difficult. In other words, administration of loans and negotiation of contracts took a lot of time

and energy and required expertise that museum professionals did not always have. Many museums felt that lending and borrowing practices needed to be harmonised. The biggest concern – and an issue not always easy to overcome – was the risk of loss or damage of the object on loan and the potentially high cost for insuring against such risk. This was a headache particularly for art museums.

3. Responses to barriers and opportunities to seize

3.1 Reasons for lending and borrowing

The reasons for lending and borrowing described in Chapter 2 of this report suggest several reasons why a museum may wish to contemplate a long-term loan. Many of the reasons were introduced already in the report *Lending to Europe*. Some loans – such as the ones entered into in connection with an agreement resolving a claim for restitution of other works or as an alternative to restitutions of disputed objects – were, however, made for reasons previously not expressed. That is why they are worthy of deeper analysis.

Lending objects “in exchange of restitutions” means that a dispute over title to another object becomes resolved and while that object is returned, new loans substituting the returned object are agreed on. Title claims may, however, be hard to resolve and can create an obstacle for the exchange of movable cultural heritage. Long-term loans “as an alternative to restitutions” of disputed objects may thus be an effective way of resolving or at least temporarily suspending title claims grounded on some alleged past wrongdoing. Providing an object on loan is a way to sidestep the issue of rightful ownership. Furthermore, in cases where circumstances call for restitution and the museum in possession of the work also desires to achieve that result but is legally not authorised to dispose of objects in its collections, long-term loans offer museums an amicable way to relocate objects to destinations they both may be willing to agree on.

3.2 Promotion of lending and borrowing and benefits of reciprocity

Many respondents claimed that the idea of long-term lending and borrowing was still not very widely known in the member states. The fact that most of the materialised long-term loans were entered into between major museums seems to support this claim. To add knowledge on long-term lending and borrowing, the Spanish Ministry of Culture, for example, took several measures that aimed to make the idea of long-term loans better known. The Ministry arranged meetings and conferences for the creation of straightforward and continuous communication about the subject between various levels of public administration and persons responsible for museum collections. Such meetings and conferences were held between the Ministry of Culture and those re-

sponsible for museum collections in each Spanish autonomous region as well as between the Ministry and National Museums Association. In addition, the Ministry organised some conferences that were addressed to museologists and registrars. On top of these measures, several articles on the mobility of collections were published in professional magazines.

Most museums mentioned that they would be ready to loan objects to other institutions, if there would be a good expectation of a reasonable balance of providing and receiving objects on a long-term loan basis. What this achieves is, in most cases, a vastly expanded potential base of objects on which to make uses of the participating collections. Unless there are heavy costs and burdens associated with such a lending and borrowing activity, logic would argue for a substantial increase in the practice of lending between institutions: when reciprocal access to the collections of others and the increase in number and thereby also in volume and scope of participating collections is factored in, the incentives of each institution to consider lending their works to others become very pronounced.

3.3 Collection reviews

As mentioned earlier, a good knowledge of one's own collections is a prerequisite for sensible lending and borrowing. To identify the underused parts of art collection resources in the country and to increase their use, the Finnish National Gallery, for example, organised a national art collection project in 2002–2006 which mapped the country's art collection resources, brought to light statistics of their use, and identified areas to be developed in the future. The project also outlined profiles of collections both regionally and nationwide which enabled the examination of their special features and strengths.

In addition, in the United Kingdom the so-called Effective Collections programme has offered, since June 2009, funding of up to £10,000 per project for UK museums to review their collections and make better use of them, e.g. through long-term loans. The funding is available for collection reviews that aim to identify underused objects, for developing work plans to make better use of the objects, and for implementing the work plans.

3.4 Risk of loss and damage

The biggest concern at lending and borrowing objects on long-term was the risk of loss or damage of the loaned object and the potentially high cost for insuring against it. It is self-evident that the transport and exhi-

bition of works always involve a degree of risk of loss or damage to the objects. Large institutions such as those that are part of a national government may self-insure objects as long as they are in their own possession, but they require external insurance cover when works are on loan. Thus, issues relating to risk distribution and the cost of coverage for that risk will always be present in the loan arrangements. The material gathered for this report offered some good practices to resolve these issues.

The coverage for risk of loss or damage to loaned objects may be arranged in multiple ways. It can be obtained from the commercial insurance market, which may very well prove to be expensive. The borrower can also obtain the coverage by securing a state indemnity in favour of the lender, which means that a national state (instead of a private insurance company) issues financial compensation directly to the lender should a borrowed object be lost or damaged. Based on the material of this report, state indemnities were used to cover the risks in a number of loan arrangements that were made between museums in various member states.

Resolving the need for coverage of risks through state indemnity may not always be feasible. State indemnity may be difficult for the borrower to procure, or it may not be the desired instrument in the eyes of the lending institution. For example, the works of Gerrit Lunden and Gerard Ter Borgh – lent by the National Gallery of London to the Dutch Rijksmuseum in 1958 and 2000 could not be covered through a Dutch state indemnity, though the Dutch borrowers were of the opinion that the use of state indemnity would be ideal in these kinds of situations. Instead, London's National Gallery obliged the Dutch Rijksmuseum to insure the works of Lunden and Ter Borgh for a high insurance value.

In Belgium, the Royal Museum of Fine Arts Antwerp, Museum of Fine Arts Ghent and the Groeninge Museum Bruges entered into an agreement in 2009 which set a limit on the borrower's liability and which explicitly removed the need for insurance coverage of loaned objects while on the premises of the borrower. The basis for the agreement was the opinion that museums bring about high needless costs for each other by demanding loaned objects to be insured for their full market value, while complete loss occurs extremely seldom. In addition, there was consensus that a lost work of art could not be replaced because of its uniqueness. Insuring a museum object for the full value would thus evoke a fake sense of safety, and paying high insurance premiums could jeopardise the necessary budget for collection care and security. Instead, the biggest concern of a museum should be to avoid any damage or loss and keep the lent object in the best possible condition. The three museums also agreed that since objects of public museums were by definition excluded from the market, it was not logical that public museums would ask each other to compensate an object's decrease in market value after possible damage and restoration.

As the agreement between the three Flemish museums sets a good example of how the issues relating to risk of loss or damage can be resolved in practice, the main points of the agreement are summarised as follows:

- During transportation to and from the borrower, the borrower is wholly liable for any physical damage to or total loss of the object.
- If the object is damaged while on the premises of the borrower, the borrower has to pay all costs to restore the object into the best possible condition, amounting to the agreed value of the loaned object, which shall not, however, exceed XXX per object.
- If the object's value decreases as a result of damage incurred while the object is at the borrower's premises, the loss in value shall not be recovered from the borrower.
- The borrower is not liable for the total loss of the object on loan while the object is on the premises of the borrower, unless the borrower is to blame for evil intent or gross negligence.
- The borrower is not obliged to insure its risk.

It should be noted that, in the lack of a budget for the restoration costs, the borrower would be likely to take insurance. However, the borrower would have to insure the objects only up to the agreed limit which, in the case of high value artworks, can lead to a significant reduction in insured values.

The merits of insuring objects while on loan to another museum may depend on the scope of the activity being evaluated. When an individual loan of an individual object is being evaluated, the financial value ascribed to that object as well as the risks and unknowns associated with its temporary custody of the borrower over which the lender has no control tend to argue for the requirement of a conservatively highly valued insurance from a commercial insurer. If the worst happens and the object is lost, then at least the borrower will receive a handsome compensation. This rationale leads to high insurance values, high premiums and a correspondingly low volume of object loans between museums.

Such an approach may be regarded as a barrier to the goals of making the most of the collections held by the museums across Europe. As these institutions in many cases do not obtain insurance coverage of their collections while the objects of those collections are in their own possession – preferring to meet the risks of loss and damage to the objects by self-insurance and attention to loss preventing measures – insisting on insurance coverage while works are outside the possession of their owners imposes a potentially severe financial burden to the lending and borrowing of works. Leaving aside the particular risks involved

with transport, a question worth asking is why two museums that do not bother to insure their assets while they are in their own possession would insist on being amply covered by insurance while exchanging their works with each other.

When looking for an answer to this rhetorical question, it may be helpful to shift the focus from the individual object on loan to the level of the collections of each museum. When all that is being considered is the single object, risk of loss or damage appears to be a one-way street: only the risk is considered and since there always is one, the loan is denied unless adequate insurance is arranged. If such insurance is very expensive, the marginal benefit in obtaining the object on loan despite the high expense has to be very considerable to make the loan worth the borrower's while. However, setting the issue of insurance within the context of the collection and the activities the entire collection supports, the requirement for insurance coverage can be seen in a different light. If one assumes a significant overall volume of reciprocal loans and the borrowings of objects, the laws of large numbers that argue for self-insurance (it does not make sense to pay for external insurance when the volume of assets is so large that the premiums are equal to statistically calculated probable losses) extend to the objects on loan as well. Finally, as all of the participating institutions already have large and irreplaceable collections of their own whose safekeeping and loss prevention they have responsibility for, one should be able to assume a good level of security and competent handling between professionally organised institutions. This should reduce the actual need for insurance so that it represents a truly marginal additional risk pertaining specifically to transport and handling while in transit.

3.5 Frame agreements

To further lower the barriers for long-term lending and borrowing, some institutions structured the lending and borrowing between collaborating institutions with framework agreements. In the Netherlands, for example, government departments in a managerial role and privatised national museums were allowed to lend objects belonging to the Dutch national collection to third parties on certain minimum lending conditions that were defined in two framework agreements entered into between the State and the municipalities of Rotterdam, Amsterdam, The Hague and Gouda on the one hand and between the State and former national museums on the other. The minimum lending conditions agreed upon in these agreements related for the most part to the distribution of risk of loss or damage.

In Belgium, the Royal Museum of Fine Arts Antwerp, the Museum of Fine Arts Ghent and the Groeninge Museum Bruges also entered into

a framework agreement for the promotion of the accessibility of the art collections in Flanders to the public. By means of this agreement, the parties wished to remove existing barriers to long-term lending and borrowing and to pursue the same basic standards for transport, presentation, handling and storage of museum objects.

It is easy to imagine that the framework agreements make lending and borrowing more straightforward between the collaborating institutions. Besides, the issues resolved in the framework agreements do not need to be discussed and determined for every single loan separately.

4. Recommendations for best practices

4.1 Promotion of long-term loans, with emphasis on the benefits of reciprocity

The data collected for this report suggests that the idea of the mobility of collections is still not very widely spread within individual EU member states. Therefore, the Long-term Loans and Collection Research Working Group recommends that

- a body of advocacy which would work for a change in attitudes favourable to lending and borrowing would be appointed in every member state,
- information on the mobility of collections would be distributed to all organization levels, from national ministries to all types of museums managing collections,
- national dialogues on the mobility of collections would be created by establishing different forums where the subject is debated and by giving the subject and the dialogue all possible publicity, and
- alternative methods for the recognition of museums for their lending activities to be considered by member states.

4.2 Use of long-term loans in exchange of or as an alternative to restitutions

The reasons for long-term lending and borrowing described in Chapter 2 “Experiences in Long-term Lending and Borrowing” have encouraged European museums to engage in the mobility of cultural objects and works of art that has been a success. Thus, it is to be hoped that new loans will be entered into for the very same reasons in the future. As a new possibility to remove obstacles for the exchange of cultural moveable heritage, the Long-term Loans and Collection Research Working Group recommends that museums would contemplate the use of long-term loans also

- in exchange of restitutions of disputed objects,
- as an alternative to restitutions of disputed works in case the issue of ownership remains contentious, and
- as an alternative to restitutions of disputed objects in case a museum is legally being prevented from returning objects from its collections.

4.3 Recommendation regarding risk distribution and use of frame agreements

On the grounds of the experiences gathered for this report, the potentially high cost for insurance against risk of loss or damage can be substantially reduced or even eliminated. Therefore, the Long-term Loans and Collections Research Working Group recommends that

- member states would eliminate all obstacles for accepting state indemnities as an alternative to commercial insurance against risk of loss or damage to an object,
- when commercial insurance coverage is to be used, museums would remove requirements for such coverage while objects are on the premises of the borrower, and
- museums would not ask each other to compensate object's decrease in market value should a loaned object be damaged while on the premises of the borrower, since objects of public museums are by definition excluded from the market.

In addition, the working group recommends that to increase long-term lending and borrowing of cultural objects and works of art and to make lending and borrowing more straightforward, museums would structure lending and borrowing between collaborating institutions with framework agreements.

4.4 Promotion of contract templates

The responses gathered for this report prove that entering into complex loan agreements with requirements that varied from museum to museum was experienced as a burden to long-term lending and borrowing. To lighten this burden and to create common ground, the Long-term Loans and Collection Research Working Group selected the following documents and recommends their use by museums across the European Union. The documents which can be found in Appendices A, B and C of this report feature the following instruments:

- Long-term loans – Definition
- Long-term Loans – Conditions
- Flemish Frame Agreement conditions limiting borrower's liability

The *Long-term Loan Conditions* included in Appendix B has a basic set of conditions that should be contained in any arrangement and optional supplementary terms under different subjects – for example, insurance. The instrument can thus be used as the basis of any loan arrangement for lenders and borrowers to add to and amend, as their particular situation requires.

5. Long-term loans

5.1 Long-term loans within a member state

The Groeninge Museum (Bruges), Royal Museum of Fine Arts (Antwerp) and Ghent Museum for Fine Arts (Ghent), i.e. the Flemish Art Collection

The three museums in Flanders agreed to lend artworks to each other on a long-term basis. Structurally the museums formed a partnership that is called the Flemish Art Collection. The purpose of the arrangement is to strengthen their respective permanent collections and allow the public access to works that are rarely exhibited in the museum that granted the loan. To facilitate lending, the parties have agreed to not request loan fees as well as per diem, and to keep the costs related to handling, packing, transport and presentation as reasonable as possible. To further stimulate the lending process, the three museums have entered into a frame agreement which sets a limit to the borrower's liability and which allows non-insurance of objects lent while on the premises of the borrower (transport must always be insured regardless).

Ateneum Art Museum (Helsinki) and Turku Art Museum (Turku)

Turku Art Museum lent, to Ateneum Art Museum, a painting by Akseli Gallen-Kallela after which Ateneum Art Museum lent a painting by the same artist to Turku Art Museum (the two paintings were exhibited together in both museums). These loans were realised in 2007 and 2008.

The works on loan were nationally famous paintings, which brought the arrangement publicity.

The display of the two works together attracted the public both in Helsinki and Turku.

Ateneum Art Museum (Helsinki) and Hämeenlinna Art Museum (Hämeenlinna)

Ateneum Art Museum lent, to Hämeenlinna Art Museum, five less frequently exhibited paintings by Hjalmar Munsterhjelm. The paintings were on loan in 2007 for two and a half years.

The paintings on loan completed Hämeenlinna Art Museum's collection of Munsterhjelm's works, enabling Hämeenlinna Art Museum to exhibit its works by Munsterhjelm in a new and wider context.

The paintings on loan deepened information on the artist, who was born in the vicinity of Hämeenlinna. In addition, the paintings' recognizable landscapes of Hämeenlinna area were thought to strengthen local identity.

Exhibiting the two museum's paintings together added to the significance of the common Finnish cultural heritage.

Ateneum Art Museum (Helsinki), Museum of Contemporary Art Kiasma (Helsinki) and South Karelia Art Museum (Lappeenranta)

Ateneum Art Museum and Museum of Contemporary Art Kiasma lent, to South Karelia Art Museum, 32 works in total depicting wars and related conflicts. The works were loaned in 2008 for a three-year term.

The loan arrangement followed from the national art collection project which mapped the country's art collection resources, outlined collection profiles and identified the collection's special features and strengths.

South Karelia has in the course of centuries undergone several wars, skirmishes and border transfers, due to which the South Karelia Art Museum decided to display works from its collections in a thematic exhibition called "Fatal Moments – Images of War in Art".

Works lent by Ateneum Art Museum and Museum of Contemporary Art Kiasma allowed a much wider presentation of the theme.

Niedersächsisches Landesmuseum Hannover (Hannover) and various other museums in Niedersachsen (Niedersachsen)

Niedersächsisches Landesmuseum Hannover lends objects from its archaeology collections to various other museums in Niedersachsen. It has currently approximately 92 loan agreements with other museums.

The collection's most precious objects are on permanent display at Landesmuseum. Nearly all objects on loan would be stored if not lent to other museums in Niedersachsen.

Objects from the Dutch National Collection on loan to museums in the Netherlands and in EU Member States

The managing government departments and privatised national museums can lend objects belonging to the Dutch national collection to third parties on certain minimum lending conditions. These minimum lending conditions are defined in the Framework Agreement for Loan Objects, which was entered into between the State and the municipalities

of Rotterdam, Amsterdam, The Hague and Gouda in 1989, and in the Management Agreement between the State and former national museums dating from 1993. The minimum lending conditions relate to risk distribution and can be described shortly as follows:

- If the loaned object decreases in value, the loss will not be recovered from the borrower.
- The borrower is only liable for the complete loss of an object (loss, theft, destruction) during transport to/from the borrower.
- While the object is on the premises of the borrower, the state will bear the risk for the complete loss.
- The borrower must do everything it can to properly keep the object and, should it be lost or stolen, to regain possession of the same.
- The borrower will always be liable for reparable damage to an object.
- It will be determined in consultation with the borrower whether or not the remaining risks for the borrower should be covered by insurance.

United Kingdom

In the UK, there are several examples of long-term loans. Among the latest developments is the launch of the Effective Collections programme on June 2, 2009, with the following four strands:

Funding of up to €10,000 per project for museums to review their collections and make better use of them as a result. Funding is available for collections review to identify underused objects, for developing a work plan to make better use of objects and for implementing the work plan.

Funding of up to €25,000 per project to museums and partners for innovative projects that include loans and transfers.

A web-listing service named “Find an Object” to advertise loan and disposal objects and promote their take-up by other museums and public venues.

A body of advocacy, research and campaigns working with partners to change the culture of museums, such that they expect to make better use of their collections.

5.2 Long-term loans between member states

Austria

In Austria the Federal Office for the Protection of Monuments controls the long-term lending. During the last five years the said authority has granted 23 licenses for long-term loans. The loans that the licenses were granted to are described hereunder.

The Natural History Museum Vienna has lent 2380 archaeological objects to various research centres of universities and museums.

The Technical Museum Vienna has lent objects that exist in doubles to other technical museums in Europe to be exhibited for a long-term.

As there are two copies of the same object, the lending does not cause any lack in the collection and risks are minimised.

The objects are lent in exchange of objects that the Technical Museum Vienna borrows.

The Museum of Military History Vienna has lent some objects to the London Imperial War Museum's "Holocaust exhibition", which will close in 2010.

Vienna Academy has lent one painting to a Dutch Museum for a period of more than five years.

Objects from monasteries and churches that are no longer used for liturgical purposes are lent to other monasteries abroad where they are still needed. After the end of the Balkan wars many churches in Croatia and Bosnia had a lack of furniture and sculptures and some Austrian churches were willing to help by sending sculptures and musical instruments which were no longer used by them selves.

The idea of these long-term loans is to give the original function back to the objects by lending them to places where they are still needed.

Museum of History in Svishtov (Bulgaria) and the National Museum in Poznań (Poland)

The Museum of History in Svishtov lent to the National Museum in Poznan 74 objects (sculptures, architectural elements, grave stones and inscriptions, appliques, jugs from ceramic and glass). The agreement was signed in 1999 for five years and was prolonged for two more years in 2004.

Loaned objects needed restoration and conservation which was done by the National Museum in Poznan. After that the objects were exhibited in Poznan where the public had a chance to see results from excavations in which the University of Poznan had taken part in.

There was no loan fee, but the National Museum in Poznan paid the costs relating to the restoration, packing and documentation, published a catalogue and paid the costs of Bulgarian representatives who came to control the condition of the objects periodically.

The Cyprus Museum, Nicosia (Republic of Cyprus) and the National Archaeological Museum, Athens (Greece)

The Cyprus Museum lent, to the National Archaeological Museum in Greece, five bronze objects for a five year term starting in 2009. The loan was made following a request by the National Archaeological Museum to the Cypriot authorities. The request was made on the occasion of the opening of a new special room in the National Archaeological Museum devoted to the display of its permanent collection of Cypriot antiquities. Ministerial decisions of approval of the long-term loan were issued by the Cypriot (Ministry of Transportation and Works, Department of Antiquities) and the Greek side respectively.

Archaeological Museum of Olympia (Greece) and Antikensammlung in Pergamon Museum, Staatliche Museen zu Berlin (Germany)

The long-term loan was made within the framework of an agreement of cultural cooperation for the exchange of antiquities between Greece and Germany. This agreement provided for the return to Greece of nine missing architectural members from the “Philippeion” monument in Olympia, until then legally kept by the Pergamon Museum. The return of the missing parts to Olympia enabled the partial restoration of the “Philippeion”, which was undertaken by the German Archaeological Institute of Berlin. In exchange, the Greek side sent to the Pergamon Museum a selection of 27 ancient objects (tools, vessels, clay moulds etc.) from the so-called “Pheidias Workshop” for loan. The loan was initially approved for two years after which it has been renewed several times. According to the most recent ministerial (Greek Ministry of Culture) decision, the loan has been extended until October 31, 2009.

Museum of Acropolis, Athens (Greece) and Archaeological Institute of the University of Heidelberg (Germany)

The Acropolis Museum lent a 3rd – 4th century BC relief to the Museum of Antiquities of the University of Heidelberg. The loan was made in exchange for a fragment from the north frieze of the Parthenon, which was returned by the University of Heidelberg in September 2006 and

will remain in Greece as a permanent loan to the Museum of Acropolis. The relief has been lent to the Museum of Antiquities of the University of Heidelberg for a five-year term starting in 2009. Parties to the loan agreement are the Hellenic Ministry of Culture and the University of Heidelberg.

Museum of Fine Arts, Budapest (Hungary) and the Royal Netherlands Embassy in Budapest

The Museum of Fine Arts lent to the Royal Netherlands Embassy one painting by Salomon van Ruysdael, one by Roelandt Savery and one by Pauwel de Vos. The works were loaned for a three year term starting in 2006.

The long-term loan agreement developed by the Loan fees and long-term loans –working group was used as the agreement. No special conditions were agreed.

No loan fee was charged from the Dutch embassy, but the embassy paid the costs related to the loan.

Ostia Antica Museum (Italy) and Staatliche Museen zu Berlin (Germany)

Staatliche Museen lent a sarcophagus of II c. AD with Iliade's scenes for a twenty-year term to Ostia Antica. In exchange, Ostia Antica lent two mosaics, 3 funeral beds, two marble trapezofori and a considerable number of minor works of the Roman age from its warehouse to Staatliche Museen. The works lent by Ostia Antica to Staatliche Museen were first changed every five years and then every four years. The loan periods are renewable.

In 1991, the Italian Ministry and the German Stiftung Preussischer Kulturbesitz entered into an agreement which allows restitutions of Italian works in exchange for new long-term loans to Staatliche Museen.

The sarcophagus had been stolen from Ostia and, thanks to long-term lending, could be returned to Ostia.

The long-term loans offer new possibilities for study, restoration, exchange of experiences and training.

The success of the first loans has enhanced the possibilities of long-term loans with German museums. The same interests of reciprocity, research and prevention of theft and illicit trafficking guarantee highly positive future collaborations.

Museums Archaeologico Nazionale in Tarquinia, Napoli, Ferrara, Firenze and Ruvo (Italy) and Metropolitan Museum of Art in New York (the United States)

Numerous Attic vases and Hellenistic silvers from Museums Archaeologico Nazionale in Tarquinia, Napoli, Ferrara, Firenze and Ruvo are on loan at the Metropolitan Museum of Art.

The loan arrangement is part of a continuing program of cultural cooperation between Italy and the Metropolitan Museum involving reciprocal loans of archaeological artefacts and other works of art.

The parties drew up a basic convention in 2006 to specify the restitutions of works and the time and generic formalities of future loans. The convention has the duration of 40 years and is renewable.

Based on the convention the Metropolitan Museum has transferred the title to certain archaeological items that were in its collections to the Italian Ministry. In exchange, the Italian Ministry has guaranteed new, long-term loans revolving every four years consisting of works of the same quality to the Metropolitan Museum.

Museo Archaeologico Nazionale di Firenze (Italy) and J. Paul Getty Museum (the United States)

The Museo Archaeologico Nazionale di Firenze and J. Paul Getty Museum are currently negotiating an agreement regarding a loan of ancient Greek, Etruscan and Roman works from the Museo Archaeologico Nazionale di Firenze to the J. Paul Getty Museum. The objects would be exhibited in the Getty Museum from 2009 to 2014.

The planned long-term loan is part of an ongoing program of cultural collaboration between Italy and the Getty Trust for reciprocal loans of archaeological objects and other works of art.

The parties drew up a basic convention in 2007 to specify the restitutions, the time and generic formalities of future loans. The convention has the duration of 20 years and is renewable. Based on the convention, the Getty Trust has returned to Italy a number of cultural assets from its collections which the Italian Ministry believed had originated from unauthorised excavations performed in Italy, or were illegally exported. In exchange for the restitutions, the Italian Ministry has stated its willingness to make medium- and long-term loans to the Getty Trust of archaeological materials and contexts for the purpose of appreciation of the Italian cultural heritage.

Musée National d'Histoire et d'Art (Luxembourg)

The museum has several important long-term loans running, mainly in the Fine Arts Department.

Amsterdam Historical Museum (the Netherlands) and Staatliche Museen zu Berlin (Germany)

The Amsterdam Historical Museum lent a painting by Jacob Backer to Staatliche Museen zu Berlin in 2004. The painting has been on loan since then.

Since Amsterdam Historical Museum has a lot of very large paintings, chances are small that storage pieces could be put on display at its premises. The museum tries actively to find other museums that can put them on display.

Rijksmuseum Amsterdam (the Netherlands) and the National Gallery (the United Kingdom)

In 1958, Rijksmuseum lent, to the National Gallery, a landscape by Frans Post in exchange of a copy of Night Watch by Gerrit Lunden. In addition, a painting by Gerard Ter Borgh was lent on a long-term basis from the National Gallery to Rijksmuseum in 2000.

The works of Gerrit Lunden and Gerard Ter Borgh could not be covered through a Dutch State Indemnity, though the borrowers (the Dutch) were of the opinion that the use of state indemnity would be ideal in these kinds of situations. Instead, the National Gallery obliged the Rijksmuseum to insure the works of Lunden and Ter Borgh for a high insurance value.

For the loan of Post's painting, the English State Indemnity was used.

Rijksmuseum Amsterdam (the Netherlands) and Nationalmuseum (Sweden)

In 1977, Rijksmuseum lent, to Nationalmuseum, a painting by Adriaan Backer in exchange for a work by Adrian de Vries. Backer's painting was replaced by a work of Ferninand Bol in 2002.

Rijksmuseum Amsterdam (the Netherlands) and Musée de la Chartreuse de Douai (France)

In 1962, Rijksmuseum lent, to Musée de la Chartreuse de Douai, a work by Jan Both and a painting of Abraham Mignon in exchange for a portrait by Jan Lievens. In addition, a painting by Job Berckheyde was lent on a long-term basis from Rijksmuseum to Musée de la Chartreuse de Douai in 2001.

The Netherlands Institute for Cultural Heritage ICN (the Netherlands)

The Netherlands Institute for Cultural Heritage has five long-term loan relations: four loans with museums in Flanders and one in Germany.

Museum of Banat (Romania) and Stiftung Donauschwabisches Zentralmuseum (Germany)

The Museum of Banat lent a cultural product to the Stiftung Donauschwabisches Zentralmuseum. The agreement was executed in 2000 for a renewable two-year period.

In 2008, the National Commission of Museums and Collections decided that the loan had been extended for too long a period. Subsequently, the object was returned to Romania.

Museo Nacional del Prado (Spain) and the Albertina in Vienna (Austria)

Prado lent a bronze sculpture by Mariano Benlliure to Albertina. The sculpture was lent in 2008 for a term of four years.

The sculpture, which depicts King Alfonso XIII, was asked for loan with a view to decorate one of the rooms of the private apartments of the Habsburgs in Albertina. Queen Cristina of Habsburg – mother of King Alfonso XII – and the king himself used these apartments when they travelled to Vienna.

The loan needed the usual permission by the Spanish Ministry of Culture and the Spanish Historical Heritage Assets Classification, Valuation and Export Board.

Both parties benefit from the loan. First, it spreads knowledge of 19th-century Spanish sculpture. Secondly, it completes the exhibition of the apartments of the Habsburgs, which can be visited by the public.

Appendix A

Long Term Loans – definition

1. The loaned object contributes to the borrower's permanent collection and is regarded as forming part of the collection for the period of the loan. It is treated with the same care, use and attention as all objects in the borrower's collection.
2. The loaned object may be used for various purposes including display, public access, research, education programmes or may form part of lengthy research on the part of the borrowing curator.
3. The borrower is permitted considerable discretion over the use of the loaned object during the period of the loan, and treats the object as he would his own collection without frequent recourse to the lender.
4. A long term loan is of several years duration, generally 3-5 years, but can be considerably longer (for example in the case of oversized works). The initial period of loan should be stated in the loan agreement and must never be open-ended. The loan can be renewed at the end of the loan period if both parties agree.
5. The object may be displayed at the borrower's premises for the entire duration of the loan. (In the case of fragile objects, e.g. works on paper, exposure times will be agreed in advance.)
6. The loaned object must have regular condition inspections, e.g. once a year, with conservation reports sent to the lender at agreed intervals.
7. There must be a regular maintenance schedule as agreed between lender and borrower. Borrower must comply with lender's environmental conditions as stated in loan agreement and produce records if required.
8. The object remains the property of the lender throughout and any extraordinary uses or treatments, any third party loan requests or reproduction requests must be communicated to the lender for permission.
9. The lender, or his agent, is free to inspect the loaned objects at any time during the period of the loan, provided reasonable notice is given.

Appendix B

Long Term Loan conditions

1. Long Term Loan

The Lender grants to the Borrower a loan of the objects listed in the appendix to this agreement to be displayed or used for research or other studies on the Borrower's premises for the loan period agreed in this agreement. The object(s) on loan will remain the property of the Lender.

The transfer of possession of the object(s) between the museums is made for the purpose of granting public access to the works as part of the collection display in the receiving museum.

The Borrower grants the same degree of care to the loaned objects as he does in safekeeping his own collections. The environmental conditions and security arrangements will be accepted in advance. Special conditions of care are agreed upon separately if required. The Borrower grants to use the loaned object according to the terms and conditions defined in this agreement.

2. Arrangements of the Loan

The Lender is responsible for the objects being in such a condition to endure normal handling and transportation as well as display.

The Borrower is responsible for the transportation of the objects from to and back to after the loan period. A transport company specialised in cultural heritage transportation shall be used. If the Lender or the Borrower has their own transport, it should be used if possible. The Lender's instructions regarding transportation and packing are to be followed and the details agreed upon separately in advance.

The professional staff of the Lender will pack the objects in their transportation cases and will prepare condition reports prior to transport. Unpacking and repacking will be carried out by experienced personnel under competent supervision by the Borrower.

The inspection procedure will meet international museum standards and norms and will take place in the Borrower's premises upon receipt of the objects by the Borrower. The same inspection will take place when returning and receipt of the objects by the Lender.

A condition report will be made and added to whenever an inspection takes place. Reports are binding to both parties concerning the condition of the objects. If one of the parties to this agreement requires, inspection and condition reports are to be made and signed by the Lender and the Borrower jointly.

3. Handling and Care

The Borrower ensures that conditions (technical equipment, temperature, humidity) and security measures including fire safety, accord with the internationally agreed norms in museums, the required climatic conditions and light levels are defined on the appendix to this agreement. The museum premises must be inspected regularly for changes in environmental conditions. The loaned objects will have regular condition inspections, with conservation reports sent to the Lender at agreed intervals.

Handling will be undertaken only by the professional staff of the Borrower. The objects should only be handled in conjunction with packing, unpacking, putting on display and installation. No work is to be removed from its frame or encasement without a separate permission by the Lender. All guidance and special handling or installation requirements given by the Lender must be observed.

The objects must not be unframed, repaired, retouched or cleaned without written permission of the owner.

The Borrower ensures that the museum guards are trained for action in cases of emergency and that there is an up to date emergency plan.

4. Insurance

Version A – Non-insurance

The Borrower will provide full insurance coverage during the transportation of the objects. Insurance values are specified by the Lender and approved by the Borrower. The agreed insurance value is based on a generally approved estimation of the object's fair market value.

Insurance is not provided to cover the objects during their stay on the Borrower's premises. The highest level of safekeeping of the object(s) is required. Environmental conditions and security arrangements are to be accepted in advance.

In the event of damage to an object, the Borrower is responsible for the costs of repair, reasonable conservation and other costs directly relating to the damage in question.

However, the Borrower is responsible for a possible reduction in value of an object, if it has been caused deliberately by the Borrower or the damage is due to the Borrower's negligence or the Borrower does not act in line with the agreement.

Version B – Insurance

The Borrower is responsible for providing insurance coverage for the insurance values agreed by the parties to this agreement. The agreed insurance value is based on generally approved estimation of the object's fair market value. Insurance coverage is valid during transportation and custody of the objects at the Borrower's premises. The Borrower will provide the Lender with a Certificate of Insurance naming the Lender as an Additional Insured prior the transportation of the objects. Terms and conditions of private insurance are to be accepted in advance by both of the parties to this agreement.

Version C – State indemnity

The loan shall be covered by the Borrower's State indemnity on a nail-to-nail basis against all risks in accordance with their insurable values as specified by the Lender and approved by the Borrower. The agreed insurance value is based on a generally approved estimation of the object's fair market value. The State indemnity will be valid during the period custody of the objects in the receiving museum and the related journeys. Responsibility begins when the transportation company takes over the objects at the Lender's premises and ends upon their return to the Lender.

In the event of damage to an object, compensation shall be paid according to the national legislation of the State Indemnity.

Regardless of the type or amount of damage, the object remains the property of the Lender.

In the case of loss or damage the Lender must be notified immediately. The damage must be recorded in a condition report accompanied by photographs or other documentation if needed. The Borrower will cover the necessary costs of inspection by the Lender's staff.

The damage, if not mutually agreed, shall in the first place be assessed by one or more outside experts enjoying the confidence of both parties concerned.

5. Reproduction and copyright

The Lender provides reproductions needed (photographs, transparencies or digital images) to the Borrower. The Lender grants on his behalf the right to publish these images as part of museum activities related to catalogues, promotional material, educational and documentary material including digital usage of the images. Merchandise materials such as postcards are permitted if the Borrower himself is the publisher. The Borrower does not have the right to transfer any publishing rights to any third party without separate permission given by the Lender.

Published reproductions must credit the owner of the object.

The Borrower is responsible for obtaining permissions required for the use of images under the terms of national copyright laws.

If the Lender is unable to provide the requested material, the Lender grants on his behalf the right to photograph the objects for the Borrower's usage such as museum catalogues, promotional material, educational and documentary material including digital use. Prior to any photography, the Lender is to be consulted to ensure the safety of the object. The Borrower is responsible for obtaining permissions required related to the law of copyright and does not have the right to transfer any publishing rights to a third party.

If the display of the loaned work requires permission from the copyright owners, such as an audiovisual work of art, it is the Borrower's responsibility to obtain the permission needed as well as to pay any fee associated with copyright law.

6. The loan period and possession of the loaned objects

The Lender agrees to transfer the possession of the objects to the Borrower and the Borrower agrees to keep them in his permanent collections or to use the object for another purpose mentioned in this agreement. A temporary transfer inside the museum, for instance for an exhibition, is possible but must not be done regularly in a way which changes the purpose of the loan. In this case the objects must be safely stored in an area that has the required security, temperature, light and humidity controls. The Lender must be informed in case of such a transfer.

The Borrower does not have the right to place the loaned objects at the disposal of any third party. The Lender does not have the right to assign the objects to the disposal of any third party during the loan period without a separate agreement with the Borrower. However the Borrower does not have the right to refuse to lend to a temporary exhibition, which has a significant cultural or artistic importance to the Lender. In this case the Borrower shall be informed at least 2 months before the beginning of transportation.

If the Lender removes the object to an outside exhibition, the Borrower's liability ends from the moment the object have been condition checked, packed and leave the Borrower's premises.

The Lender has the right to terminate the agreement and repossess the objects on loan if the safety of the object is jeopardized or the Borrower is unable to fulfil his/her commitments.

The Borrower's agreements and practice related to sponsorship policy will be observed as far as they accord to the ethical norms accepted in international museum practice. However, the Borrower has not the right to transfer any publishing rights to a sponsor without separate permission from the Lender.

If the long term loan is supported by a private sponsor, terms and conditions are agreed upon separately.

7. Financial conditions

The Borrower is responsible for all costs in connection with the loan including, but not limited to:

- transportation
- when necessary, costs of conservation and handling
- crates, packing materials, packing and preparation
- insurance or state guarantee
- when necessary, expenses of the courier's travel, accommodation and per diem.

The Borrower covers the real costs related to the loan, but no loan fee shall be charged. All the costs related to the loan shall be confirmed in advance. Neither party to this agreement has the right to make any financial or other commitments on behalf the other party if not agreed upon separately.

8. Governing law and jurisdiction

Version A

Any disputes or disagreements which may result from the present agreement shall be settled by means of negotiations. Should they fail, they shall be settled in accordance with the rules of Arbitration Institute ofChamber of Commerce. The place of the arbitration is and the language of proceeding is This agreement shall be governed in accordance with the substantial laws of X/ substantial laws chosen by the Arbitration.

If there is damage to an object, the damage or reduction in value shall, if it cannot be resolved through negotiations, be assessed by one or more experts enjoying the confidence of the parties concerned.

Version B

Any disputes or disagreements which may result from the present agreement shall be settled by means of negotiations. Should this fail they should be decided by the current laws and statutes of in a court.

If there is damage to an object, the damage or reduction in value shall, if it cannot be resolved through negotiations, be assessed by one or more experts enjoying the confidence of the parties concerned.

9. Other conditions

The Borrower shall provide anti-seizure protection where necessary or when requested, if available according to the national laws of the receiving country.

The Lender will guarantee that he holds appropriate documentation on the object's provenance, also, that the object is not stolen or illegally exported and he has acquired full legal title to the object(s) on loan.

The Borrower has the right to terminate an Agreement with immediate effect if there is any suspicion – after coming into force of the Agreement – about the legal or ethical origin of the object(s).

Appendix C

Flemish frame agreement's conditions limiting borrower's liability

In this agreement, the terms below shall be defined as follows:

borrower: the party borrowing a museum object;

lender: the party lending a museum object;

loaned object: the museum object that is given in loan or borrowed;

transport from lender to borrower: the period that commences on the date on which the loaned object is removed from its fixed position until such time as the receipt is signed by the borrowing museum;

transport from borrower to lender: the period that commences from the date on which the loaned object is removed from its position in the borrowing museum for the return journey until such time as the receipt is signed by the lending museum;

lending period: the period between transport from lender to borrower and transport from borrower to lender;

agreed value: the value agreed and established in joint consultation between borrower and lender;

total loss: loss through absence, theft or complete destruction (whereby object is beyond repair).

Article X

During transport from lender to borrower and from borrower to lender, the borrower shall be wholly liable for any physical damage or total loss involving the loaned object. In the event of damage, the borrower shall be required to cover any costs to restore the loaned object to, or keep it in, the best possible state of repair (research, preservation and restoration), amounting to the agreed value of the loaned object. In the

event of total loss, the borrower shall be required to pay compensation to the lender amounting to the agreed value of the loaned object. The lender shall decide in consultation with the borrower whether the borrower's risk during transport should be covered by insurance.

The borrower shall be liable for any physical damage from any cause which the loaned object has incurred, or seems to have incurred, during the lending period. This being the case, the borrower shall be required to cover all costs that need to be made to restore the loaned object to, or keep it in, the best possible state of repair (research, preservation and restoration), amounting to the agreed value of the loaned object, up to an upper limit of € XXX. If the object devalues as a result of the damage incurred, the loss shall not be recovered from the borrower. The lender shall determine in consultation with the borrower whether the borrower's risk during the lending period should be covered by insurance.

The borrower shall not be liable for the total loss of the loaned object during the lending period, unless he is to blame for evil intent or gross negligence. The borrower shall do everything in his power to recover the loaned object following absence or theft. Any costs involved in tracing and recovering the object shall also be borne by the borrower.



Report



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FINNISH NATIONAL GALLERY