

132ML0466

LOAN AGREEMENT

MUSEUL NAȚIONAL DE ARTĂ AL ROMÂNIEI		
RE NR.	C48	
ZI A	LUNA	ANUL
31	01	2013

settled between:

I. The National Museum of Art of Romania, located in Bucharest, 010063, Calea Victoriei 49-53, as lender, acting by **Mrs. Roxana THEODORESCU**, General Director and **Mr. Dan DIMITRIU**, Chief Accountant, hereinafter called "**The Museum**",

and

II. Kasárne/Kulturpark located in **Košice, Kukučínova 2, Slovakia**, as borrower, acting by **Ján SUDZINA**, project Director **Košice - European Capital of Culture 2013**, organizer of exhibitions, hereinafter called "**The Organizer**".

Article 1. The Loan

1.1. **The Museum** lends to the **Organizer** 40 (forty) photographs (copies of the original clichés made by **Constantin Brâncuși**) and 34 (thirty-four) reproductions from photographs from the **Collection Stefan Georgescu-Gorjan**, from his patrimony, described and evaluated in ANNEXES no I and II, parts of the **Loan Agreement**.

1.2. The works will be lent for the documentary exhibitions *Constantin Brâncuși Photographer* and *The Unseen Side of the Endless Column*, to be held at **Kunsthalle, Košice, Slovakia**, from the 3 of July to the 25 of August 2013.

Article 2. Duration of the Loan

2.1. **The loan** begins upon the departure of the works from **the Museum**, from Bucharest and terminates upon the date when they are being returned to **the Museum**, in Bucharest.

2.2. **The loan** period covers the entire duration of the exhibitions: packing/unpacking, mounting/dismounting/packing and also the time required for the transportation, that is to say from the 27 of June to the 30 of August 2013.

Article 3. Transportation of the Works

3.1. Transportation both from Bucharest to **Košice** and from **Košice** to Bucharest will be made by terrestrial transport, in 2 (two) climate-controlled crates specially designed for the works on loan.

3.2. During the transportation from Bucharest to **Košice** and from **Košice** to Bucharest the works on loan will be accompanied by one specialist, courier of **the Museum**. The courier of **the Museum** will be present at the opening and at the closure of the exhibitions in **Košice** and will assist at the unpacking/packing of the works.



3.3. **The Organizer** will cover all expenses to be made in conjunction with the transportation of the works.

Article 4. Insurance

4.1. The works on **loan** will be insured "wall to wall" against all risks, including war and terrorist attack, during the entire period of **the loan**, including 10 (ten) days after the returning of the works at **the Museum**, in Bucharest.

4.2. The Insurance Policy and Certificate will mention the title, medium, dimensions, inventory number and insurance value of the works on **loan**, according to the ANNEXES no I and II.

4.3. If the work/works are stolen, lost, totally or partially damaged, the amount paid by the insurer in order to reimburse **the Museum** does not affect the property right of **The Museum** over the work/works and shall not prevent the Museum from claiming and recovering the work/works if stolen, lost, totally or partially damaged, irrespective of time and location. **The Museum** is assuming the obligation to reimburse the full amount paid by the insurer as soon as **the Museum** has recovered the work/works.

4.4. **The Organizer** remains responsible before **the Museum** for the full value of the work/works stolen, lost, totally or partially destroyed, if **the Museum**, without fault on its own part, will not raise the Insurance Policy.

4.5. In the event of damage, a joint commission on which **the Museum** and **the Organizer** are represented by their nominated experts shall evaluate the amount of the loss suffered by the work/works. The sum recoverable shall be the cost of repairing the damage plus the depreciation in value that may remain after repairs.

Article 5. Packing of the Works and Courier

5.1. The packing of the works will be made by the Museum, in climate-controlled crates specially designed for the works.

5.2. One specialist, courier nominated by the Museum, will assist at and will take part in the packing of the works in Bucharest and will accompany the works from Bucharest to Kunsthalle, Košice, Slovakia and will be present at the unpacking and mounting of the works on loan in the exhibitions *Constantin Brâncuși Photographer* and *The Unseen Side of the Endless Column*. Upon the closure of the exhibitions, the specialist, courier of the Museum, will be present at the dismounting and packing of the works on loan and will accompany them from Košice to Bucharest.

5.3. **The Organizer** will cover all travel expenses (transportation, accommodation, per diem) for the specialist, courier of **the Museum**.

Article 6. Preservation and Security Conditions

6.1. The works will be exhibited and stored in compliance with ICOM standard provisions for works of art with regard to temperature, relative humidity and lighting levels. The works will be handled only in the presence of the specialist/ courier of **the Museum**.



6.2. The condition reports will be made in Bucharest by **the Museum** specialists. They will be dated and countersigned by **the Organizer**' representatives upon the unpacking of the works at Kunsthalle, Košice. After the closure of the exhibitions in Košice, the works on **loan** will be packed in the presence of the specialist/ courier of **the Museum**, in the same preservation conditions, for their transportation to Bucharest; the condition reports will be dated and countersigned by **the Organizer**' representatives in Košice. The works on **loan** will be examined for the last time at their arrival at **the Museum**, in Bucharest.

6.3. **The Organizer** will take all necessary steps to secure the works on loan for the entire duration of the **loan**; the storage and exhibitions areas shall be equipped with security and fire alarm systems.

6.4. If an incident or accident concerning the works on **loan** occurs, **the Museum** will be promptly notified. Each and every decision concerning the works on **loan** will be taken by **the Museum**, following consultations between the parties.

Article 7. Publications

7.1. **The Museum** authorizes **the Organizer** to reproduce the works on **loan** for educational, cultural and promotional purposes. The photographs of the exhibition *Constantin Brâncuși Photographer* can be reproduced only and **after obtaining the agreement of l'Agence photographique de la Réunion des Musées nationaux 10, rue de l'Abbaye 75006, Paris**; copyright is surrendered solely for the duration of the exhibitions. All reproductions will bear the following mention: **The National Museum of Art of Romania**. Further reproduction of the works on **loan** will be possible only with the permission in writing of **the Museum**.

7.2. **The Organizer** will provide **the Museum** with 20 (twenty) copies of the exhibitions catalogue and with 2 (two) copies of every other printed reproduction of the works on **loan**, irrespective of medium, free of charge.

7.3. **The Organizer** will provide **the Museum** with 1 (one) copy of every film, video-tape, CD-ROM (multimedia) or any other audio-visual material containing references with respect to the works on **loan**, if any.

7.4. Upon the closure of the exhibitions, **the Organizer** will provide **the Museum** with a copy of the press file of the exhibitions, including magazine, journal and newspaper articles mentioning the works on **loan**.

Article 8. The Loan Agreement

8.1 **The Museum** and **the Organizer** will consult each other in matters not settled through this Agreement whenever deemed necessary.

8.2. Any claim of **the Museum** will be made in term of 10 (ten) days after the returning of the works at **the Museum**, in Bucharest.

8.3. Any dispute between the parties not settled amicably, with respect to the works on **loan**, will be taken to a Romanian Court and will be settled in compliance with Romanian law in Bucharest.



8.4. The present **Loan Agreement** is drawn in Romanian and English, in 4 (four) copies, both versions having the same legal power. Each party shall keep 1 (one) copy of each version, undersigned and stamped on each page by the representatives of both parties.

8.5. The present **Loan Agreement** comes into effect subject to its signing and stamping by both parties.

8.6. **The Loan Agreement** is valid only together with the original of the Insurance Policy and Certificate which are part of the **Loan Agreement**.

Article 9. Major force

9.1. The major force exonerates from liability the parties in the event of failure to fulfill, partially or totally, the obligations undertaken by means of the present **Loan Agreement**. By *major force* it is understood an event independent from the will of the parties, unpredictable and insurmountable, occurred after the conclusion of the **Loan Agreement** and which prevents the parties from fulfilling their undertaken obligations either partially or totally.

9.2. The party invoking the major force has the duty to notify about this the other party, in writing, within maximum 5 (five) days since its occurrence, and the major force proof will be communicated within maximum 15 (fifteen) days since the occurrence.

9.3. The referential date is the date of stamp affixed by the dispatching mail. The proof will be certified by the chamber of commerce and industry or by another competent authority under the law of the invoking state.

9.4. The party invoking the major force has the duty to notify the other party with regard to the cessation of its cause within maximum 15 (fifteen) days since the cessation.

9.5. If these circumstances and their consequences last for more than 6 (six) months, each partner is free to terminate the **Loan Agreement**. In this case, neither of the parties is entitled to claim damages from the other party, but they have the duty to fulfill their obligations up to that date.

Article 10. - Termination of the Loan Agreement

10.1. **The Loan Agreement** will lawfully be terminated without being required the intervention of the courts of justice, in the following cases:

- whenever any of the parties fails to fulfill one of the obligations essential for this **Loan Agreement**;
- whenever any of the parties has been declared insolvent;
- whenever any of the parties has been declared by court legally incapable;
- whenever any of the parties has assigned its rights and obligations without the consent of the other party;
- whenever any of the parties infringes again upon its obligations after being warned by the other party that any new breach of its obligations is meant to lead to the termination of the **Loan Agreement**;



- within maximum 15 (fifteen) days from the date when any of the parties has been notified about its infringement upon the undertaken obligations, about the fact that it failed to fulfill or fulfills inappropriately the concerned obligations.

10.2. The party invoking the termination of the **Loan Agreement** will communicate to the other party the reason for the termination of the **Loan Agreement** within 5 (five) days the least before the date when the termination is supposed to produce its effects.

10.3. Termination will not affect in any way the obligations already fallen due between the parties.

10.4. The stipulations of the present article do not remove the responsibility of the party that by default has caused the termination of the **Loan Agreement**.

Article 11. – Resolving the Litigations

11.1. Any litigation arising from or relatively to the present **Loan Agreement** will be resolved by the competent courts of justice.

11.4. **The present Loan Agreement** has been concluded on in 4 (four) copies.

Bucharest, 31.01.2013.

The National Museum of Art
of Romania

Roxana THEODORESCU

Dan DIMITRIU

Alina DIMA

Bogdan GINGHINĂ
C.F.P.P.

Košice, 18.4.2013

Kasárne/Kulturpark, Košice

J. GINGHINĂ
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