

**STICHTING NATIONAAL
MUSEUM VAN WERELDCULTUREN**

Conditions of Loan – Outgoing loans

Unless otherwise agreed, the following conditions apply to all objects on loan from the collections of the NMVW:

General

1. The Borrower is responsible for the safe and responsible care of the Loan.
2. In the event of loss or damage to (any object belonging to) the Loan, the Borrower must inform the NMVW immediately.
3. All costs incurred by the Loan will be borne by the Borrower. If any object(s) need(s) conservation treatment, preventive conservation measures or specialized packing as a result of the loan request, the costs for these must also be borne by the Borrower.
4. The Borrower will provide the NMVW with a facility report or else – if there is no facility report available – the requested information on a standard facility report form sent by the NMVW. Unless otherwise agreed with the NMVW, the Borrower will ensure that the same conditions as noted in the given facility report will be implemented throughout the full loan period.

Handling and display conditions

5. The Borrower will be responsible for maintaining optimum conditions for the Loan. These conditions should deviate as little as possible from the storage conditions of the NMVW: temperature 18° - 25° C and relative humidity (R.H.) 42% - 58%; both with no more than a maximum fluctuation of 5% a day. Ultraviolet light levels must not exceed a maximum 75 µWatt/Lumen. For sensitive materials such as textiles, paintings and drawings, the light level must not exceed a maximum of 50 lux.
6. The Loan must be displayed in a secure, closed showcase comprising safety glass, an external light source and no heat source within the case.
7. Special requirements for any object belonging to the Loan, differing from the general conditions mentioned in clauses 5 and 6, will be specified in the accompanying Display Conditions (Appendix III). The Borrower will ensure that these conditions are met.
8. The Borrower will undertake no alteration whatsoever to any object of the Loan without prior written permission from the NMVW, including repair of any nature in the case of the deterioration of, or damage to any object, unless such is imperative to prevent further damage.
9. Without written permission from the NMVW, the Borrower will not transfer any object of the Loan to an exhibition other than that specified in the loan agreement. Such permission must be sought by informing the NMVW of all details pertaining to the purpose, location and period of the other exhibition.
10. The NMVW may require a member of the staff of the Collections Management Department to oversee the transport, unpacking, installation, dismantling and repacking of the Loan.
11. The ownership and inventory number of objects on exhibition and in publications should be credited in accordance with the credit line as outlined in Appendix II of the loan agreement.
12. Photography or visual recording of the Loan is permitted to the press and for the purposes of publicity related to the exhibition and also for the purposes of documentation related to conservation treatment authorized by the NMVW.

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13. Visual recording for commercial purposes must be approved of in advance by the NMVW; copyright fees may be charged.
14. The Borrower shall supply the NMVW with one copy of the exhibition catalogue to be sent addressed to the Collections Management Department of the NMVW.
15. The NMVW reserves the right to inspect (all objects belonging to) the Loan at all times.

Insurance

16. Insurance of the Loan for the period of the loan agreement is to be provided by the Borrower on the basis of “all risks” nail to nail coverage under a general fine arts policy, the conditions of which have been approved by the NMVW. The NMVW will receive a copy of the insurance certificate before the loan period commences.
17. The Borrower will be responsible for the costs of the insurance.
18. All costs arising from the recovery of damages, for which under this agreement the Borrower is liable, shall be borne by the Borrower, to the extent that this is not covered by the insurance policy in force.
19. If any loss or damage to the Loan occurs during transport or whilst in the Borrower’s possession, the Borrower shall promptly report the same to the NMVW (and to the carrier in cases of damage in transit) by means of telephone *and* letter or email (including a photographic record of the Loan in the case of damage) regardless of who is responsible for the loss or damage.

Transport

20. The Loan will be packed in accordance with the conditions of the NMVW. If specialized packing is necessary, the costs will be borne by the Borrower. Unless agreed otherwise, the Loan should be packed for return in the same way as for the outward journey.
21. The Borrower will commission the transport of the Loan in accordance with the conditions of and in consultation with the NMVW. The Borrower is responsible for the transport costs.
22. If the NMVW considers it necessary for a courier to supervise the transport to/from and/or the exhibition venue, the Borrower will commission the courier’s travel and accommodation and is responsible for per diem expenses.
23. If the NMVW considers it necessary for a courier to supervise the unpacking and/or the installation and/or deinstallation of the Loan in the exhibition, the Borrower will commission the courier’s travel and accommodation and is responsible for per diem expenses.

Early termination of the agreement

24. Notwithstanding the Netherlands Civil Code clause 1780, the NMVW reserves the right to terminate the agreement without prior notification and demand immediate return of the Loan in the case of:
 - a. the Borrower neglecting the Loan, or without prior mutual agreement, using it for purposes other than agreed, or acting in any other way contrary to the agreement or the Netherlands Civil Code clauses 1777-1790 ;
 - b. the bankruptcy of either party.
25. Should clause 24 be brought into effect, the Borrower shall return the Loan immediately upon the demand of the NMVW. In this case, all costs will be borne by the Borrower, who may not claim for financial compensation from the NMVW.