



Loan Agreement

The undersigned:

The National Archives

which has its registered office at **Prins Willem-Alexanderhof 20**
in **The Hague**
represented by **Annelieke Kwak, Head of Collections**
hereinafter referred to as '**the lender**'

and

Name of museum

which has its registered office at **address of museum**
in **city**
represented by **name, job title**
hereinafter referred to as '**the borrower**'

agree as follows:

Article 1 Content of the agreement

1.1 The lender lends to the borrower the item or items listed below, hereinafter referred to as 'the loan'

Name of archive	Access no.	Inventory no.	Description of document

1.2 The loan will be exhibited for the purpose of **[title of exhibition]** from **[date]** to **[date]**.

Article 2 Duty of care

2.1 The borrower is obliged to exercise the utmost care with regard to the loan and accepts all responsibility and risks associated with the loan.

Article 3 Protection and security of the loan

- 3.1 The borrower undertakes to take all measures, in whatever form, that may be expected of a good curator in order to safeguard the loan against fire, burglary, theft, loss or damage.
- 3.2 The borrower must adhere strictly to the lender's instructions as regards storage conditions, security, cleaning and handling.
- 3.3 The lender will be able to access the exhibition space at any time and free of charge and reserves the right to conduct checks on climate control, lighting conditions and/or security measures at any time.

Article 4 Damage, loss, repairs and insurance

- 4.1 In the event of loss, damage or changes in the condition of the loan, the borrower will notify the lender immediately.
- 4.2 The borrower may only restore, frame, remove from the frame, clean or make any other changes to the loan, or have this done, with the lender's prior written consent and at the lender's instruction.
- 4.3 The borrower is responsible for the costs of repairing any damage to the loan that occurs from the time of its transportation to the borrower until such time as it has been returned to and received by the lender.
- 4.4 Any irreparable damage to the loan or damage due to loss of the loan, in so far as the borrower can prove that it is not culpable, will be for the account of the lender.
- 4.5 The borrower is not obliged to insure the loan.



ARTICLE 5 **Transportation and packaging**

- 5.1 The borrower is responsible for transporting the loan in consultation with the lender.
- 5.2 The lender decides how the loan must be packaged for transportation and ensures that this is done in the desired manner. The loan must be transported by a suitable shipping company that has been approved by the lender in advance. The loan must be packaged in the same manner for return transportation.
- 5.3 Return transportation will take place within seven days after the end of the exhibition unless otherwise agreed.
- 5.4 The lender sets the following further conditions for the transportation of the loan: **[further conditions]**.

Article 6 **Condition reports**

- 6.1 The lender will provide the borrower with a recent condition report for the loan. This condition report describes the condition of the loan at the start of the loan. A recent photograph of the loan will be attached to the condition report.
- 6.2 The condition report will be signed by both the lender and the borrower. The borrower signs the report upon receipt of the loan, thereby declaring that it has received the loan in the condition recorded by the lender.
- 6.3 If the borrower takes the view that the condition report does not accurately reflect the condition of the loan, it must inform the lender of this immediately and in any case within 48 hours, and make a note of this on the condition report.
- 6.4 The borrower will return the signed condition report to the lender within a week of receiving the loan.
- 6.5 After the exhibition referred to in article 1.2, the condition of the loan will be checked again.

Article 7 **Exhibiting the loan**

- 7.1 The borrower will exhibit the loan exclusively at the following location: **[location]**.
- 7.2 The borrower will exhibit the loan exclusively for the purpose referred to in article 1.2.
- 7.3 The borrower is responsible for overall management and supervision of the space where the loan is exhibited.
- 7.4 The borrower will provide the lender with a facility report.
- 7.5 The borrower must follow any exhibition instructions given by the lender.
- 7.6 The lender reserves the right to be present when the loan is placed in or removed from display cabinets.
- 7.7 Mounting (i.e. placing items on supports or stands or in display cabinets and/or hanging frames) and removal must be carried out by an experienced restorer or by a member of museum staff who has experience in exhibiting items. The borrower will provide the lender with information on this before transportation.
- 7.8 When exhibiting the loan, the borrower will state in a clearly visible place: 'on loan from the National Archives of the Netherlands'.

Article 8 **Publication and use**

- 8.1 The publication and use of images relating to the loan or any part thereof are not permitted without the lender's prior written consent.
- 8.2 If a reproduction is included in the catalogue the lender must be acknowledged as follows: National Archives of the Netherlands, access no., inventory no.
- 8.3 If the loan is pictured in the catalogue, the lender will receive a voucher copy for inclusion in the library of the National Archives.
- 8.4 The borrower is not permitted to make reproductions of the loan unless otherwise agreed in writing.
- 8.5 The borrower must not breach the copyright of any copyright holder(s).
- 8.6 If the borrower wishes to use images of the loan which are subject to copyright, the borrower will respect this copyright and consult with the copyright holder(s) regarding possible payments for the use of the images.



Article 9 Costs of the loan

- 9.1 The following costs are borne by the borrower:
- the costs for the preparation, transportation and, where applicable, installation of the loan by the lender;
 - if applicable: a contribution towards the costs of conservation and/or restoration of the loan for the purpose of making it exhibitible. These costs must be clearly stated in advance by the lender in a quotation.
- 9.2 If these costs are incurred by the lender, the lender will invoice the costs to borrower. The borrower will pay the invoice within 30 days.

Article 10 Power to take back the loan

- 10.1 In the event that the lender urgently needs the loan itself as the consequence of a circumstance which could not reasonably have been foreseen when this agreement was entered into, the lender will inform the borrower of this in writing, giving reasons. The borrower will in response surrender the loan to the lender as soon as reasonably possible.
- 10.2 The borrower can return the loan to the lender due to an urgent circumstance which could not reasonably have been foreseen when this agreement was entered into. In such cases, the costs of return transportation are divided proportionately.

Article 11 Code of Ethics for Museums

- 11.1 Both the lender and the borrower will abide by the provisions of the Code of Ethics for Museums.

Article 12 Entry into force and term

- 12.1 This loan agreement will take effect once it has been signed by both parties
- 12.2 This loan agreement ends automatically once the loan has been transported from the borrower to the lender and its condition has been checked.
- 12.3 Any derogations from this contract are binding only if they have been expressly agreed by the parties in writing.

Article 13 Early termination

- 13.1 If the borrower does not
- use the loan for the exhibition/event for which it was lent and /or
 - handle the loan in accordance with the provisions of this agreement;
- the lender is entitled to terminate the loan agreement with immediate effect and without the involvement of the courts and to require the borrower to ensure that the loan is transported to the lender as soon as possible. In such cases all costs incurred for this purpose are for the account of the borrower.

Article 14 Disputes

- 14.1 This agreement is governed by Dutch law.
- 14.2 If a dispute arises concerning this agreement, the parties will first endeavour to resolve it amicably.
- 14.3 Disputes will be referred exclusively to the competent court in the district of The Hague.

Agreed and drawn up in duplicate

Annelieke Kwak, Head of Collection, National Archives

Date:

Place: The Hague

Signature:



[borrower]

Name:

Date:

Place:

Signature: