



Ministero della cultura



TERMS AND CONDITIONS OF LOAN

GENERAL DETAILS	Exhibition title	***
	Place	***
	Date	***
	Requesting institution	Place*** Requesting institution name *** Address*** E-mail address *** Telephone number ***
	Lending institution	Musei Reali di Torino – *** Piazzetta Reale 1, 10122 Turin - Italy Collection address: *** E-mail address(es): *** Telephone no.:

1. Subject matter

Temporary loan of work(s) of art

AUTHOR, TITLE

MATERIAL/TECHNIQUE, MEASUREMENTS

LOCATION/INVENTORY

INSURANCE VALUE (for each piece of work of art)

The *Musei Reali di Torino* (Royal Museums of Turin) hereby grants on loan to the Borrowing Institution the work(s) of art specified in the Condition Report (Annex N. 1) under the following terms and conditions.

2. Obligations of the Borrowing Institution

The Borrowing Institution undertakes to comply with the terms and conditions set out in this agreement and to accept any amendments and additions to the same if required by the Lending Institution during the temporary loan.

The Borrowing Institution undertakes to bear the costs of any restoration required or any additional security needed in order to place the work(s) of art on exhibition.

The Borrowing Institution shall preserve the work(s) of art granted on temporary loan with care and with the utmost diligence, in accordance with the provisions of the contractual clauses and with the specifications set out in the preservation records. The Borrowing Institution shall not use the work(s) of art granted on temporary loan for any purpose other than that established and shall not assign the same items to third parties. The Borrowing Institution shall return the work(s) of art granted on temporary loan to the Lending Institution at the end of the loan.



3. Insurance coverage

The Museum's Management will only accept insurance coverage provided under the following conditions:

- a)** The relevant documentation shall be drawn up by an accredited assessment agency attesting a creditworthiness rating equal to or higher than "A" of the Insurance Company.
- b)** The Insurance Company shall be entered on the "Register of Undertakings" held by the Italian insurance sector supervision authority (*Istituto per la Vigilanza sulle Assicurazioni - IVASS*), have its registered office in Italy, or in another State but be licensed by the same IVASS to operate in Italy as attested by an appropriate registration certificate; the policy shall be offered by an Intermediary registered with IVASS under one of the sections of the Single Register of Intermediaries (*Registro Unico Intermediari - RUI*), as attested by an appropriate registration certificate.
- c)** The policy shall be drawn up in Italian and submitted to the Lending Institution at least 30 days prior to any handling for transportation. The policy shall provide for "All Risks - nail to nail at the agreed value" cover, without any fixed excess and/or compensation limits. The contract shall be governed by Italian law and any disputes arising shall be referred to the exclusive jurisdiction of the Court of Turin.
- d)** By way of clarification of the above, *Annex A*, completed in full and bearing the Insurance Company's stamp and the signature of its Legal Representative at the bottom of the document, as well *Annex B*, completed in full and duly signed by the Policyholder and the Insurance Company, shall be attached to the insurance policy.
- e)** If coverage through a state indemnity scheme is requested, a copy of the text and its translation into Italian shall be sent at least 45 days prior to the inauguration date of the exhibition to enable the necessary evaluation of said document. In fact, any such coverage may only be accepted subject to review of the same by the Lending Institution and acceptance of the coverage shall in any event be subject to the Borrowing Institution taking out supplementary Difference in Conditions (DIC) insurance providing extended coverage for all envisaged and non-envisaged exclusions, all fixed excesses and/or compensation limits provided under the state indemnity scheme, with the exception of those provided for in Annex B.
- f)** In any event, the Lending Institution reserves the right, at its sole discretion, to refuse the insurance coverage, state indemnity and DIC insurance if any such cover fails to comply with requirements.
- g)** In the event of theft, damage, including very minor damage, or any accident whatsoever involving the work(s) of art, the Borrowing Institution must immediately notify both the Insurance Company and the Lending Institution, providing a detailed report of the circumstances, including photographs and video surveillance recordings.
- h)** With regard to special materials, series or parures, collections or specific contexts, a clause concerning significant reductions in value as a result of loss or damage of even just one item may be requested.
- i)** In specific cases and above all with regard to foreign countries, coverage against the risk of seizure or confiscation referred to as "Defective Title Clause" may be requested.
- l)** The insured value is understood to be in euro and exchange rate fluctuations must be provided for with regard to foreign countries where state indemnity is accepted.

4. Packing, handling and transportation

Packing and transportation of the work(s) of art granted on temporary loan shall take place exclusively by means of professionals and carriers with specialised sector-relevant experience. The Lending Institution is entitled to refuse to accept transportation or packing companies that do not offer specific guarantees of professionalism and experience. The Lending Institution is also entitled to evaluate on an individual basis the use of one of the accredited companies chosen by the Organisers in accordance with the unique characteristics of the work(s) of art to be packed and transported.



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The Lending Institution reserves the right to specify the most suitable means of transportation for the specific type of work of art in order to protect the state of preservation of the same. The Lending Institution also reserves the right to specify the characteristics of the packing and any technical control tools. The type and methods of packing will also be indicated in the Condition Reports drawn up by Musei Reali and evaluated for each type of work of art.

Packing and transportation must be supervised by an individual appointed by the Lending Institution, who may request specific precautions in the packing and transportation to safeguard the state of preservation and safety of the work(s) of art.

A 24-hour acclimatisation period is recommended before crates containing any works of art are opened.

The Lending Institution is entitled to request an armed escort during transportation.

The company appointed to handle the works of art shall carry out an on-site inspection to ensure that appropriate and specific packing is arranged and to check that the vehicle to be used for transportation fits in the Lending Institution's driveway and at the exhibition venue where the work(s) of art are to be granted on loan.

The route used to transport the crate containing the work(s) of art from its offloading from the transportation vehicle to the exhibition room must be agreed with the Lending Institution and it must be ensured that all passageways (lifts, corridors, stairs, etc.) are suitable and that all the necessary equipment and staff are available to guarantee safe handling of the crate.

The vehicles used must be equipped with:

- Climate control;
- Satellite control;
- Air-ride suspension;
- Protection bars for internal loading/unloading equipped with rails - at different heights to tie the crates;
- Each vehicle must have two drivers on board, both with the necessary license to drive said vehicle.

When the travel route exceeds 800 km, the work(s) of art must be stored temporarily between venues in a location guaranteed by the state police of the host country, in company vaults or, in any event, in exclusive closed and supervised locations.

The Borrowing Institution must submit the travel plan with details of any temporary stops offs to the Lending Institution for advance approval of the same.

Transportation must be organised by the appointed transportation company in order that travel does not exceed 8 consecutive hours. Any exception to this time limit must be agreed in advance with the Lending Institution, identifying in advance the most appropriate places to stop so as to ensure compliance with the provisions set out above.

The supervision of an individual appointed by the Lending Institution may be required for the entire duration of travel of the work(s) of art granted on loan and respectively of two individuals in the event of exceptional transport of several works of art granted on loan for the same exhibition. Said supervision may be required both during the outward and return journeys and during any transfers between different locations of the same exhibition.

In the event in which the appointed courier is to travel on board the same vehicle transporting the work(s) of art, it must be ascertained that, in accordance with the law, the courier (an individual who is not an employee of the transportation company) may travel in said vehicle and that the transportation of any such third individual is covered by the vehicle's insurance policy. The same appointed courier shall supervise the setting up and positioning of the work(s) of art and ensure that the exhibition rooms and display cases



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containing the work(s) of art are secure and suitable. The appointed courier is entitled to suggest changes to be made to the exhibition to guarantee the safety of the work(s) of art.

With regard to transfers by plane, individuals appointed by the Lending Institution may be required to monitor any palleting in any airports where stopovers are envisaged and where such is permitted by police regulations in the countries concerned. In such cases, the airport authorities are to be informed well in advance to enable the issuance of the necessary authorisations.

Dedicated transport in an AKE container may also be required in accordance with the type or value of the work(s) of art.

During maritime transfers the work(s) of art must remain on board the vehicle below deck; during transport on lacunas, lakes or rivers, only dedicated and continuously monitored vehicles must be used.

In specific cases, in addition to the appointed individual, the presence of a restorer may be required for specific procedures, such as the assembly or disassembly of a frame, climabox or specific protections, or the placing of particularly delicate works of art on display.

At the end of the exhibition, the work(s) of art are to be packed to be returned to the Lending Institution in the same manner with which they were packed to be sent to the Borrowing Institution. The work(s) of art are to be packed in the presence of the appointed courier of the Lending Institution.

Said individual is required to supervise the packing of the work(s) of art he or she is to accompany and to check, together with the individual appointed by the Borrowing Institution, the state of preservation of the work(s) of art and the relevant Condition Report, which is to be signed by both individuals.

Upon the return of the work(s) of art, the courier is required to attend the reopening of the crates in order to verify the state of preservation of the work(s) of art together with the individual appointed by the Lending Institution while referring to the Condition Report.

5. Exhibition

The state of preservation of the work(s) of art must be checked periodically during the exhibition.

During the exhibition period, the work(s) of art may not undergo technical, cleaning, restoration or other procedures. Any potential intervention or movement or amendment to the position of the work(s) of art and/or to the display structure (e.g. potential opening of the display case) must be agreed in advance and exclusively with the Lending Institution.

The suitable air conditioning (humidity and temperature) and lighting values indicated in the Condition Report must be maintained in the exhibition areas and inside the displays. The Lending Institution is entitled to request special protection measures, such as bollards around the works of art and any other suitable instrument.

Graphic works (drawings, engravings, geographical maps and other similar materials) must be displayed in display cases or frames, and, in specific cases, suitable climaboxes or climaframes may be required. If the Lending Institution does not have adequate climaboxes or climaframes, the supply of the same and the relevant cost will be fully borne by the Borrowing Institution.

Twenty-four hour monitoring of the microclimatic conditions inside climaboxes or climaframes may be required by means of a wireless datalogger that can be accessed remotely. The datalogger will be installed during the setting up of the work(s) of art. If for any reason remote access of the datalogger is not possible, a manual datalogger shall be installed and the Borrowing Institution shall provide data on the microclimatic conditions on a weekly basis.



6. Security

The work(s) of art shall not be removed for any reason whatsoever from the display cases or from the exhibition rooms, and shall not undergo technical, cleaning, restoration or other procedures without the necessary authorisation from the Lending Institution.

Maximum security against theft, damage or other danger must be guaranteed day and night, by providing adequate 24-hour surveillance services and by means of electronic equipment.

Small work(s) of art must be exhibited in display cases made with impact-resistant glass, equipped with an alarm device and potentially with air conditioning upon request of the Lending Institution.

The work(s) of art may not be photographed or filmed during the entire time on display without the explicit written authorisation of the Lending Institution, and it is forbidden to create products derived from images of the work(s) of art granted on loan without the prior written consent of the Lending Institution.

If the work(s) of art are to be exhibited at a later time at another venue, the Borrowing Institution must request to receive specific authorisation and make all the necessary arrangements for the two venues.

With regard to photosensitive work(s) of art (parchment, paper, textiles, etc.), the granting on loan in the two locations may not in any case exceed a total of six months of exposure.

If the Borrowing Institution wishes to extend the duration of the granting on loan, the Borrowing Institution shall send a written request to the Lending Institution with at least 30 days advance notice if in Italy and 40 days advance notice if abroad in order to enable the insurance policy to be extended.

7. Expenses to be borne by the Borrowing Institution

All expenses relating to the loan (handling, transportation, insurance, accompanying, any type of cost relating to the preservation of the work(s) of art and any additional needs required by the Lending Institution, ordinary maintenance and, where necessary, extraordinary maintenance of the work(s) of art) shall be borne by the Borrowing Institution.

An amount of € *** relating to the costs of the works *** has been set with regard to the granting on loan of the work(s) of art ***, to be paid, specifying the description "Prestito Biblioteca Reale/Galleria Sabauda [Loan of the Royal Library/Sabauda Gallery]/***" to the bank account:

In the name of: Musei Reali di Torino

Banking institution: Banca Popolare di Sondrio, Filiale [branch] 428- Agenzia [Agency] via XX Settembre 37, 10121 Turin

IBAN: IT 15Q056960100000060006X71.

8. Changes to dates and extensions

The granting on loan may be revoked in the event of a change to the dates of the exhibition in question.

If the Borrowing Institution wishes to extend the specified duration of the granting on loan, the Borrowing Institution shall send a written request to the Lending Institution, which reserves the right to accept or refuse any such request.

9. Conditions for accompanying individuals

a) Travel up to 500 km.

Travel by train for outward and/or return journeys in first class.



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Accommodation in a hotel of a category no less than three stars to be provided as close as possible to the exhibition venue, for 1 night (or more, in relation to the number of work(s) of art accompanied and the complexity of the set-up, at the discretion of the Management at Musei Reali), with local tourist taxes and breakfast included.

Daily allowance of no less than €100, to be paid by bank transfer.

b) Travel over 500 km.

Return air flights in business class. Travel between the airport and the exhibition venue, both for outward and return journeys, by means of any vehicle, must be covered by the Borrowing Institution.

Accommodation in a hotel of a category no less than four stars to be provided as close as possible to the exhibition venue, for 2 nights (or more, in relation to the number of work(s) of art accompanied and the complexity of the set-up, at the discretion of the Lending Institution), with breakfast included.

Daily allowance of no less than €100 for Italy and €120 for foreign countries, to be paid by bank transfer or upon arrival at the exhibition venue.

c) Travel outside of Europe

Return air flights in business class, in addition to taxi travel between the airport and the exhibition venue, both for outward and return journeys.

Accommodation in a hotel of a category no less than four stars to be provided as close as possible to the exhibition venue, for 4 nights (or more, in relation to the number of work(s) of art accompanied, at the discretion of the Lending Institution), with breakfast included.

Daily allowance of no less than €150 to be paid upon arrival at the exhibition venue.

The daily allowance must include the days of outward and return travel. At the request of the Lending Institution, and in particular in cases where long-distance travel is planned, an advance payment of one day's allowance must be guaranteed, potentially to the company handling the transportation of the work(s) of art. The courier appointed by the Lending Institution shall also, at the expense of the Borrowing Institution, be insured to cover injury and medical expenses for travel in countries where free health care is not provided.

10. Reproductions and catalogues

The Borrowing Institution is required to submit to the Lending Institution at least three copies of the catalogue relevant to the exhibition at which the work(s) of art granted on loan are to be displayed.

If the Lending Institution's photographic archive does not contain full photographic reproductions of the requested work(s) of art for security purposes, said reproductions will be produced by a trusted photographer prior to the delivery of the work(s) of art for the exhibition.

The costs of all photographic reproductions of the work(s) of art to be granted on loan (reproductions for security purposes, images for the catalogue, for informative and set-up materials and for deriving products) will be borne by the Borrowing Institution.

11. Termination

In the event of failure to comply with the provisions of even just one of the articles above, the Lending Institution reserves the right to terminate the Agreement pursuant to Article 1456 of the Italian Civil Code and, consequently, to withdraw the loan at any time, at the expense of the Borrowing Institution, and to be free from any undertaking.

In the event the work(s) of art are not loaned, the Borrowing Institution will in any event be required to pay any expenses incurred.



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12. Annexes

The recitals and annexes shall be interpreted as an integral part of this Agreement.

A-B Insurance

1. Condition Report
2. List of the works of art/artefacts [if more than one]

Turin, *****

The Director of Musei Reali

Enrica Pagella

The Director of *****

The Borrowing Institution

The Legal Representative
