

LOAN AGREEMENT
no. DI-4221-7/19
dated 28.05.2019

Lender:

The National Museum in Krakow
al. 3 Maja 1,
PL 30-062 Kraków, Poland
represented by:
Andrzej Betlej, PhD, Director,

Borrower:

Bratislava City Gallery
Mirbach Palace
Františkánske nám. 11
815 35 Bratislava 1, Slovenska Republika
represented by:
PhDr. Ivan Jančár, Director

§ 1. Objective of the Loan

1. Objects described in Attachment no. 2 constituting an integral part of this agreement, will be shown during the exhibition: *Year of Disarray: The Art of the Avant-gard and Central Europe 1908-1928* organized by Bratislava City Gallery.
2. The Lender declares that it is authorized to dispose of the objects which is the subject of loan under this agreement.
3. The Exhibition venue is: Bratislava City Gallery, Mirbach Palace, Františkánske nám. 11, 815 35 Bratislava 1, Slovenska Republika.
4. The exhibition will be open on **27.06.2019** and close on **27.10. 2019**.
5. The Borrower is not allowed to change, the objective of the loan, established in point 1, sublease, permit the objects to be used by a third party under another legal title, or use them in any way other than that stated in this agreement.

§ 2. Dates of Lending

1. The dates of lending are set for the period from **10.06.2019** to **08.11.2019**. Within this deadline the objects shall be returned to the locale of the Lender or another place indicated by the Lender in writing.
2. The objects will be handed over on the bases of a Transfer Protocol in the lending period, to an authorised - on authorisation in writing - representative of the Borrower, The authorisation shall be presented before handing over.
3. During the loan period and transportation, the responsibility for accidental loss or damage to the objects shall be borne by the Borrower.
4. The objects shall be returned to the Lender in an unchanged state.

§ 3. Terms and conditions of transportation, storage and exhibition

1. The Borrower shall take special precautions to protect the objects from damage, destruction or loss.
2. The Borrower is obliged to provide transportation of the objects from the place indicated by the Lender to the place of exhibition, and transportation back to the locale of the Lender or another place indicated by the Lender in writing.
3. The Borrower is obliged to provide suitable packing for the objects, and its transportation under conditions which guarantee its complete safety and integrity. In case the Lender states that the materials used by the Borrower are inappropriate or there have been irregularities while packing/loading, or in the event the Borrower fails to provide sufficient safety of transportation, the Lender may refuse to release the objects for loan with no liability for any consequential damages.

4. In order to secure the safety of transportation, the objects will be conveyed. Lender will specify the number of guards, and define their equipment and qualifications.
5. Any packing, transportation, unpacking, examination, installation and uninstalling shall be carried out in the presence of the Lender's courier. In order to secure safety and integrity of objects, unpacking will start after 24 h acclimatisation (objects crated) in the air-conditioned storage area. Upon opening of the crates, the objects shall be stored in climate conditions identical as in the exhibition area according to the conservator's requirements specified in Attachment no 1.
6. The Lender shall provide the Borrower with a conservator's description of the state of preservation of the objects before their collection. Verification of the objects' states of preservation will be carried out by the Borrower in the presence of the Lender's courier at the moment of the opening of crates. Installation of the objects in the exhibition area shall be also executed in the Lender's courier.
7. The transported objects shall always be packed using materials which are the same or similar to those in which objects have been collected from the Lender.
8. The objects shall be transported, stored and exhibited in the manner and under the conditions stipulated in the Attachment no 1. The objects should be transported in thermo - insulated crates, in an air conditioned car or in an air - conditioned hold. The objects shall be additionally protected with anti-vibration foam adjusted to the objects shape. Moreover, the Borrower shall provide continuous and appropriate security for the objects against the risk of fire, theft, influence of inappropriate and destructive light or electromagnetic waves, temperatures, humidity, the negative influence of insects, soiling, and handling by unauthorised or unqualified persons, or by the public.
9. Conservation works on the objects, or any other activities which might affect the wholeness or integrity of the objects, shall be carried out only with the prior written consent of the Lender. Specifically excluded are: the removal or changing of the frame, cleaning, repairing, retouching, any other mechanical activities, including any technical examination or scientific research which would violate the integrity of the objects.
10. The Borrower is obliged to make the objects available on every demand of the Lender, in order for them to be examined by an authorised person.
11. In the event of damage, the Borrower is obliged to undertake any and all precautions required to secure the objects from further deterioration or loss. In addition, the Borrower shall immediately notify the Lender of the incident, providing essential background and attaching photographic documentation. Furthermore, the Borrower is obliged to follow the directions of the Lender. Only then may damaged objects be transported, after they have been properly secured, and the method of transportation prevents the possibility of further deterioration.
12. In the case of damage during transportation, the Carrier shall also be notified, and the packing materials shall be kept until the time of inspection by authorised persons.

§4. Costs of the lending

1. The Borrower shall incur all costs related to the lending, including packing, transportation, unpacking and conveying both ways, installation and uninstalling of the objects.
2. The Borrower shall incur all costs directly or indirectly connected with the lending, including in particular costs stated in the sections 3-4 of this paragraph.
3. The Borrower shall cover costs of preparing for loan in the amount 1000 Euro netto.
4. The Borrower shall incur reasonable costs of travel, accommodation and expenses for the Lender's courier. Borrower's obligation to cover the aforesaid costs will be satisfied if the Borrower covers the costs of travel per diem (43 Euro), of travel and hotel accommodation for minimum two nights (standard minimum 3 stars), and provides a per diem in the amount of 43 Euro per day for minimum three days in connection with the delivery of the objects to the Borrower and its return to the Lender.
5. The costs described in the section 3 of this paragraph shall be due upon receipt of an invoice within 30 days at the latest. Borrower declares that the service is connected with the payer's activity and that it does not arise from any private purposes. The place of the service is the place in where the Borrower conducts business activity. VAT settlement is on the part of the Borrower, in accordance with legal regulation in force. The Borrower authorizes the Lender to issue the invoice. Data for the invoice: Bratislava City Gallery, Mirbach Palace, Františkánske nám. 11, 815 35 Bratislava 1, Slovenska Republika, VAT-no.: SK 2020801772

§5. Insurance

1. The Borrower is obliged to insure the objects against any and all risks connected with physical loss of the objects or their damage, for the whole period of the loan ("wall-to-wall" basis).
2. Insurance on the borrowed objects will be carried at the expense of the Borrower in the amount specified in Attachment no. 2 under policy terms and conditions acceptable to the Lender.
3. Only after both parties have signed the loan agreement, the Lender will be eligible to effect the loan. The loan will not take place without any responsibility of the Lender, unless the Borrower will deliver to the Lender an original of the insurance policy. The document shall be delivered to the Lender two weeks before the lending date, at the latest.
4. If objects, which are property of The National Museum in Krakow, lent by the Lender described in Attachment no. 2 are partially damaged it will still be the property of the Lender, regardless of the indemnity received by the Lender.
5. If objects, which are property of The National Museum in Krakow, described in Attachment no. 2 are stolen it will still be the property of the Lender and Borrower agrees to indemnify the Lender up to the amount not exceeding the stated market value of the objects. If the objects, which are property of The National Museum in Krakow, described in Attachment no. 2 are lost and subsequently recovered and restored to the Lender, the Lender shall immediately repay to the Borrower any sum received by him under the indemnity in respect of the loss of the objects.

§6. Copyrights and other provisions

1. Any reproduction, photography or filming of the objects require the written consent of the Lender.
2. The Borrower shall provide two complimentary copies of the exhibition catalogue to the Lender, no later than on return of the objects.
3. All captions, labels, publications and any other materials referring to the objects, which are property of The National Museum in Krakow, specified in Attachment no. 2 shall contain the name of Lender: "The National Museum in Krakow".
4. The Borrower shall clear all copyright and other intellectual property rights in connection with the exhibition and publicising of the objects.
5. In the case of the works of art to which the provisions of the copyright law apply, any use of the objects and reproductions shall require obtaining a prior consent of the persons who hold proprietary copyrights to the using objects.
6. Should any third parties raise claims against the National Museum in Krakow resulting from any use of a reproduction without a consent referred to in point 5 the Publisher shall indemnify the National Museum in Krakow against any liabilities resulting from such claim.

§7. Liability

1. The Borrower incurs full liability for any loss, destruction, damage or deterioration of the objects that may occur from the time of the release of the objects to that of its return.
2. In the event of the loss or total destruction of the objects, The Borrower is obliged to pay compensation equal to the value of the objects stipulated on the Attachment no. 2.
3. If the event of damage of the objects occurs during the loan period the Borrower shall cover all restoration costs of the objects. The basis for determining these costs shall be a conservator's plan, developed by the Lender, unless the Parties agree otherwise. In addition, the Borrower shall pay compensation for any loss of worth of the objects caused by damage to the Lender.

§8. Additional clauses

1. In a case of violation of any provision of this agreement, the Lender is permitted to withdraw from the aforementioned without setting alternative terms.
2. Any amendment, completion or dissolution of this contract shall be made in writing or result in its invalidation.
3. This agreement is subject to Polish law. All contentious issues shall be settled by the presiding court in the area of the Lender.

4. Provisions of the Civil Code and the Copyright and Neighbouring Rights Law (consolidated text: Journal of Laws from 2006, No. 90, item 631, as amended) shall apply in matters not governed by this Agreement
5. Should any questions arise in relation to the content of this contract, the decisive version shall be the Polish.
6. The person responsible for the implementation of this Agreement on behalf of the National Museum in Krakow is Main Registrar.
7. This agreement has been rendered in two identical copies, each in two language versions: Polish and English. The Lender receives one copy of the contract, the Borrower receives the other.

Attachments:


Attachment 1 - General terms and conditions of transportation, storage and exhibition.

Attachment 2 - List of objects: 5 objects.

Lender:

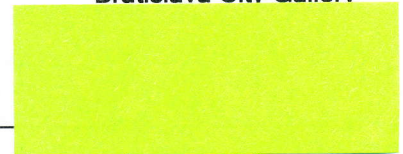
The National Museum in Krakow



 Muzeum Narodowe w Krakowie
Al. 3 Maja 1, 30-062 Kraków
tel. (48 12) 433 55 00, fax (48 12) 433 55 55
e-mail: dyrekcja@mnk.pl

Borrower: 17.6.2019

Bratislava City Gallery



Kadca Prawny


Magdalena Snela-Włodarczyk
OR 2279

Attachment no 1 to the Loan Agreement no. DI-4221-7/19 dated 28.05.2019.

CONSERVATION STANDARDS
concerning display and storage of artifacts from the National Museum in Krakow

TEMPERATURE T [°C]

In the heating season: $+18^{\circ}\text{C} \leq T \leq +21^{\circ}\text{C}$, heating works when $T < +18^{\circ}\text{C}$
Out of the heating season : $+18^{\circ}\text{C} \leq T < +25^{\circ}\text{C}$, cooling works when $T \geq +24^{\circ}\text{C}$

RELATIVE HUMIDITY RH [%]

In the heating season: $35\% \leq \text{RH} \leq 55\%$
Out of the heating season: $40\% \leq \text{RH} \leq 60\%$
When RH falls below 25%, T can be lowered to + 15 °C

ATTENTION

1. The parameters of microclimatic conditions (T and RH) refer to all kinds of objects.
2. In case of sensitive objects or objects requiring specific conditions, individual measures will be established each time by the conservator.
3. The fluctuation of T and RH should be minimized. 24-hour fluctuation should not exceed $T \pm 2^{\circ}\text{C}$ and $\text{RH} \pm 8\%$.

LIGHTING [lux]

1. **Not very sensitive objectss** (such as metal, stone, glass)
Light intensity: **300-500 lux**
Exposure time: without limits
2. **Average-sensitive objectss** (such as oil paintings, tempera, lacquer, bone)
Light intensity: **150-300 lux**
Exposure time: **3000 h/per year**
3. **Very sensitive objectss** (such as paper, textiles, leather)
Light intensity: **≤ 50 lux**
Exposure time: **1000 h/per year**

ATTENTION

The standards of light intensity and exposure time given above refer to the lighting of objectss with the source of light possessing a filter blocking UV radiation (maximum dose of $\text{UV} = 5 \text{ [mW/m}^2\text{]}$).

Janusz Czop
Conservation Department
at the National Museum in Krakow



Wykaz obiektów



1. **MNK II-b-1566**
Witkiewicz, Stanisław Ignacy (1885-1939)
Kompozycja

Dział II / Malarstwo nowoczesne

datowanie: 1922 rok
wymiary: wys. 91 cm, szer. 115 cm; z ramą: wys. 101 cm, szer. 125,5 cm,
głęb. 6 cm
technika: technika olejna
tworzywo: farba olejna, tempera, płótno
wartość: 800000,00 zł



2. **MNK II-b-1903**
Witkiewicz, Stanisław Ignacy (1885-1939)
Kompozycja

Dział II / Malarstwo nowoczesne

datowanie: 1922 rok
wymiary: wys. 90 cm, szer. 114 cm; z ramą: wys. 91 cm, szer. 115,5 cm,
głęb. 3,5 cm
technika: technika olejna
tworzywo: farba olejna, płótno
wartość: 800000,00 zł



3. **MNK II-b-3130**
Dołżycki, Leon (1888-1965)
Żniwiarz

Dział II / Malarstwo nowoczesne

datowanie: około 1920 roku
wymiary: wys. 120 cm, szer. 70 cm; z ramą: wys. 123,5 cm, szer. 73 cm,
głęb. 3 cm
technika: technika olejna
tworzywo: farba olejna, płótno
wartość: 60000,00 zł



4. **MNK II-b-951**
Chwistek, Leon (1884-1944)
Miasto

Dział II / Malarstwo nowoczesne

datowanie: około 1919 roku
wymiary: wys. 100 cm, szer. 70 cm; z ramą: wys. 108,5 cm, szer. 80 cm,
głęb. 5 cm
technika: technika olejna
tworzywo: farba olejna, tektura
wartość: 500000,00 zł



5. **MNK II-b-1753**
Witkiewicz, Stanisław Ignacy (1885-1939)
Dekadenci

Dział II / Malarstwo nowoczesne

wł. Muzeum Narodowe w Krakowie
datowanie: między 1910 a 1914
wymiary: wys. 29 cm, szer. 78.6 cm; z ramą: wys. 33,5 cm, szer. 78 cm,
głęb. 3 cm
technika: technika olejna
tworzywo: farba olejna, płótno
wartość: 800000,00 zł



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e-mail: dyrekcja@mnk.pl

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