

General Loan Conditions for Temporary Exhibitions

1. Preamble

- 1.1 The Royal Museum for Central Africa loans out collection pieces from its patrimony to organisations and institutions for temporary exhibitions.
This is done with the following intentions:
 - 1) making the collections more accessible to a wide audience;
 - 2) promoting knowledge of and research into Africa;
 - 3) increasing national and international exchange and co-operation.
- 1.2 By "temporary exhibition" is meant an exhibition which is open to the public for a maximum period of one year, unless expressly agreed otherwise.
- 1.3 The Royal Museum for Central Africa, abbreviated to "RMCA Tervuren", and represented by the Director General, hereby assumes the role of "lender".
- 1.4 The "borrower" is a person who takes the collection pieces on loan in the name of an organisation or institution. The borrower signs a loan contract and bears responsibility for the good management of the collection pieces throughout the entire duration of the loan.

2. Request

- 2.1 All requests must be directed to the General Director of the Royal Museum for Central Africa. Permission for a loan is given in 2 stages. Firstly, the borrower must obtain an agreement in principle. Then, following further consultation, the loan contract is drawn up and proposed to the borrower. A loan request will not be handled in detail until an agreement in principle has been granted.
- 2.2 A request for an agreement in principle must be addressed to the General Director at least six months before the opening of the exhibition. This request must be made on the basis of the following documents:
 - 1) a short statement about the nature and purpose of the exhibition
 - 2) a signed copy of the General Loan Conditions for Temporary Exhibitions (this document)
 - 3) a facilities report which contains information regarding the conditions under which the objects will be exhibited
 - 4) the completed information form
 - 5) a provisional list of objects (optional)An agreement in principle concerns desired co-operation in the form of a loan, but not yet the definitive list of objects. On the basis of the aforementioned documents, the director will either grant or refuse an agreement in principle. Incomplete applications will not be taken into consideration.
- 2.3 After the agreement in principle, the definitive list of objects is determined through consultation between the RMCA Tervuren and the borrower and is established finally in the loan contract. In addition to the general loan conditions, the loan contract may also include some supplementary exceptional conditions which specifically concern the objects being loaned. The loan contract is signed by both parties at least three months before the opening of the exhibition.

3. General Conditions

- 3.1 The RMCA Tervuren only lends items from the collection to organisations and institutions which have a sufficiently professional organisational structure and for exhibitions which take place at locations which have professional infrastructure.
- 3.2 The RMCA Tervuren only admits the loan of collection items if all potential risks are kept to a strict minimum and if the borrower can offer sufficient guarantees that the collection items will be returned after the exhibition in the condition in which they were originally lent.
- 3.3 The RMCA Tervuren will not permit loans in circumstances which could damage the reputation of the museum. The RMCA will not permit loans to exhibitions which contain objects that were stolen or illegally exported or excavated.
- 3.4 In principle, since visitors to the RMCA expect there to be a number of important collection items to be on display in Tervuren, no objects which are part of the RMCA's permanent exhibition will be lent out.
- 3.5 Permission for a loan is, in principle, only valid for a single exhibition at a single location. Unless prior written permission is obtained, the objects may not be moved to any place other than that stated in the request during the period of the loan.
- 3.6 During the period of the loan, the borrower cannot, in any way, renounce his/her responsibility vis-à-vis the lender for the good management of the objects. If the exhibition takes place at a location which is made available by a person or authority other than the borrower, then the borrower remains fully responsible for the good management of the objects.
- 3.7 If the request concerns a loan for a travelling exhibition, the administration and practical follow-up shall be handled as a sequence of separate loans. Such a request must be accompanied by a detailed itinerary as well as a signed copy of the "General Loan Conditions for Temporary Exhibitions", a completed information form and a facility report for each location hosting the exhibition.
- 3.8 An object which forms part of a loan and which, for whatever reason, cannot be exhibited must be returned to the lender as quickly as is possible, taking into account the agreed conditions for packaging and transport.
- 3.9 Both in the exhibition as well as in every other medium in which reproductions are displayed, the origin of each object from the RMCA Tervuren must be indicated in the following way: Royal Museum for Central Africa, Belgium, [inventory number] (e.g. "Royal Museum for Central Africa, Belgium, EO.1980.1.35").
- 3.10 The lender receives free of charge three invitations to the opening of the exhibition, three access cards and three posters. In addition, the lender receives two free copies of the catalogue in each of the languages in which it is produced, except when this is already foreseen with respect to the delivery of photographic reproductions (see point 7). All of this is sent directly to the Loans Secretariat (address on the cover of this document).

4. Conservation and restoration

- 4.1 The RMCA Tervuren only lends collection pieces which are in a state of conservation that is good enough for them to be moved and transported.
- 4.2 The borrower keeps the objects which have been entrusted to him in the very best of conditions with regards to security, air-conditioning, lighting and presentation. He regards the loaned objects as museum pieces and handles them according to the applicable national and international museum standards.
- 4.3 Humidity and air temperature are precisely calculated and shall not undergo any severe fluctuations. The loan contract and the condition reports will determine the optimal values.
- 4.4 Delicate objects in organic material and works of art on paper will not be exposed to UV rays nor to light which is too strong. The loan contract and the condition reports will determine the maximum values.
- 4.5 With objects that are particularly vulnerable to damage by insects, the necessary measures will be taken in the exhibition rooms and/or show-cases. These measures will be determined beforehand by the RMCA

Tervuren in consultation with the borrower. If any contamination is diagnosed, the RMCA will be informed immediately.

- 4.6 Solvents, smoke or chemical materials may not be dispersed in the rooms in which the objects are exhibited or stored.
- 4.7 If special plinths or supports have to be made for the presentation of the objects, this will occur following consultation between the RMCA Tervuren and the borrower. The lender will approve the proposed method and the materials to be used beforehand. The lender can also propose to make the plinths or supports itself. Engravings, charts and maps will, in principle, only be loaned after being inserted in a mount and placed in a frame. All costs associated with these sorts of preparations shall be charged to the borrower (see § 10).
- 4.8 Under no circumstance may any collection piece be cleaned, restored or taken apart without the prior written permission of the RMCA Tervuren.
- 4.9 If the collection pieces have to undergo treatment or restoration before being loaned out, the costs for this shall be charged to the borrower (see §10), unless agreed otherwise.
- 4.10 If, during the period of the loan, the borrower notices that the collection pieces have to undergo urgent treatment or restoration, he will inform the RMCA Tervuren of this immediately. The lender determines the method and the place at which the treatment or restoration will take place, as well as the person who will carry it out.

5. Security

- 5.1 The exhibition must be installed in a closed space constructed of strong material which is secured against burglary and theft.
- 5.2 During the opening hours of the exhibition, there will be permanent surveillance of the exhibited objects.
- 5.3 In principle, all exhibited objects are placed in a show-case. Objects that are too big for a show-case are installed beyond the reach of the public. A list of these objects is submitted to the lender, who decides what conditions must be satisfied.

6. Insurance

- 6.1 A state guarantee or an insurance contract is concluded for all loaned objects for the full duration of the loan. An insurance contract can only be concluded with an insurance company recognised in Belgium. The choice of company is left to the borrower.
- 6.2 The loaned objects are insured 'nail to nail' against all risks, free of tax deduction or any restriction of the responsibility of the insurer. This includes:
 - all damage to the insured objects which is attributable to chance circumstances, such as in particular: forces of nature, fire, explosions, subsidence, collisions, aeroplane crashes, changes in the heating, air-conditioning or lighting system (taking into consideration that the borrower has taken all necessary practical precautions);
 - loss by theft, with violence or under threat; resultant loss, disappearance or damage which is determined after the retrieval of the objects;
 - damage as the result of strikes, riots, vandalism or terrorism, military measures, seizure by customs or the government.
- 6.3 The insurance shall be based on the value of the objects on loan. The insurance value is determined unilaterally by the lender.
- 6.4 The insurance contract must contain an explicit clause which provides for the application of the principle of depreciation in the event of damage to the loaned objects.
- 6.5 A signed copy of the insurance policy must be delivered to the RMCA Tervuren at least ten working days before the loan of the objects.
- 6.6 The borrower must inform RMCA Tervuren of any damage, theft, disappearance, loss or other irregularity concerning the loaned object within 24 hours of its being established. In the event of theft, disappearance or

loss an official report must be drawn up by a local authority. The name and address of the authority and the date of the official report shall be communicated to the lender.

- 6.7 In the event of damage, only the RMCA shall determine the manner of restoration and the person who shall carry it out. The borrower is bound to pay all costs for the restoration, even if this exceeds the insurance value of the objects. The RMCA remains at all times the owner of the objects on loan, irrespective of the costs incurred for restoration.
- 6.8 In the event of theft, disappearance or loss of the objects, the insurance value must be paid in full to the lender and this must be done within the 60 days following the establishment of the theft, disappearance or loss.

7. Photography

- 7.1 The borrower shall not make on his own initiative any photographs or reproductions of the collection pieces on loan.
- 7.2 If the borrower wishes to have photographs or reproductions of the collection pieces, he/she must make an official request to the RMCA Tervuren. If new photographs have to be taken, the request must be made four months before the opening of the exhibition. If the borrower wishes to have reproductions of existing photos, then this must be requested, at the latest, at the moment of the signing of the loan contract, in this case three months before the opening of the exhibition.
- 7.3 When requesting photographs or reproductions, the borrower must specify exactly for what purpose they will be used. The photos or reproductions will be delivered in return of payment of the applicable production costs and the possible copyright fees. Following the supply of the photos or reproductions, they may not be used for purposes other than those stated in the application.
- 7.4 The photographs or reproductions which at the request of the borrower have been delivered by the RMCA Tervuren may be put at the disposal of the press and the editors of specialized literature for the promotion of the exhibition, while no additional copyright fees will be charged. This exemption applies under the condition that this promotion will be part of something to be considered as news reporting, and under the condition that the images will always be identified correctly. The borrower may for promotional purposes take and reproduce photographs of parts of the exhibition that show objects from the RMCA Tervuren on display, be it under the same conditions.
- 7.5 All demands for reproductions must be directed to the Division of Collection Management, respectively to the Repro service (Fax: +32 (0)2 76 95 800, repro@africamuseum.be).

8. Packaging, transport and courier

- 8.1 The actual arrangements regarding packaging, transport and accompaniment are determined by the RMCA Tervuren in consultation with the borrower. All costs connected to this are chargeable to the borrower.
- 8.2 As a general rule, the packaging and transport for all exhibitions which take place outside Belgium are arranged by a professional art transport agency which is approved by the RMCA Tervuren. Depending on the type of objects, this condition can also be applied for exhibitions which take place in Belgium.
- 8.3 The RMCA Tervuren may deem it necessary for one of its members of staff to accompany the objects as a courier on both their outward and return journeys. In this case, unpacking and packing will only take place in the presence of the courier. The courier will check the condition of the objects together with the borrower, after unpacking and before packing again. The show-cases will be closed and reopened in the presence of the courier, unless explicitly agreed otherwise. The borrower will strictly follow the instructions of the courier.
- 8.4 The travel and hotel costs of the courier, and a per diem in cash in the local currency (<http://www.ejustice.fgov.be/eli/besluit/2018/07/02/2018040199/staatsblad>), are at the expense of the borrower. The tickets for the travel of the courier, as well as the hotel reservations, must be booked fully flexible (cancellation or change of name must be possible in case of unforeseen circumstances). Depending on the number of objects, the courier will be at the disposal of the borrower for one or for two days (travelling time not included). When the RMCA deems it necessary that the courier stays longer than foreseen originally

– until all objects are installed and secured in the showcases – an additional fee of 300 EURO will be charged to the borrower for each extra day. In the exceptional case that a loan includes more than 75 objects, the RMCA can consider to send 2 couriers, at the expense of the borrower.

- 8.5 For a loan for a travelling exhibition, the RMCA Tervuren may deem it necessary for a RMCA courier to accompany each transportation to a new location.
- 8.6 The unpacking of objects may only take place at the exhibition venue. The borrower will do his utmost to ensure that clearance can take place at the exhibition venue. If this is not possible, another location will be chosen in consultation with the RMCA Tervuren.
- 8.7 Before the objects leave, a 'condition report' is drawn up for each object: a precise description of the state of conservation. The condition of the objects will be checked at the exhibition venue by the borrower (and if applicable by the courier), both when unpacking and re-packing. Relevant observations will be noted in the condition report which will be signed every time (by both parties).
- 8.8 The departure and return dates of the loaned objects is determined in mutual consultation. These dates must fall within the period covered by the insurance. The objects must be returned within ten working days of the end of the exhibition.

9. Extension and cancellation of the loan

- 9.1 If the borrower wishes to extend the temporary exhibition and the loan contract, an official request must be directed in writing to the RMCA Tervuren at least four weeks before the end of the previously established duration of the contract. If the RMCA Tervuren agrees to this, all clauses of the contract remain applicable until the new closing date, which is determined in mutual consultation. The insurance policy must be extended and the borrower must submit evidence of this extension to the lender no later than ten days before the start of the extension.
- 9.2 The RMCA Tervuren retains the right to take back the loaned items from the collection if the borrower does not respect the general and/or exceptional loan conditions. In that case, the procedures and the financial implications will be the same as with a normal expiration of the loan and the RMCA Tervuren will not be held liable for the borrower's possible loss of income.

10. Financial Terms

- 10.1 For each loan the RMCA Tervuren charges a loan processing fee of € 200 per object for the first 10 objects and € 100 per object from the 11th object onwards. This includes all costs for administration, preparation of the condition reports, (limited) cleaning of the objects and basic packing activities.
Partner institutions or institutions with a collaboration agreement, as well as Belgian museums recognized and subsidized by a government (region, province, municipality...) might be exempted from this fee. Requests for exemption must be submitted through a well-reasoned letter addressed to the Director General, who will make the final decision.
- 10.2 In addition, the borrower is required to pay all costs in connection with the preparation, organisation and follow-up of the loan, such as:
 - Insurance
 - packaging and transportation
 - travel and hotel costs for the courier, per diem
 - 2 catalogues for the lender, in each available language
 - photographs, reproductions and copyright fees (if applicable)
 - conservation and restoration (if applicable)
 - mounts and supports (if applicable)If applicable, the estimated additional costs will be communicated to the borrower for approval well in advance (before the work is started) and will be included in the loan contract. If additional in-house work is carried out, it will be invoiced at € 65 per hour.

11. Monitoring, signature and date

- 11.1 All administrative and practical aspects of the loan of objects which are part of the collections of the departments of Cultural Anthropology and History are treated by the Division of Collection Management of the RMCA Tervuren.
- 11.2 All correspondence relating to the administrative and practical preparation and organisation of the loan will happen directly between the borrower and the Division of Collection Management. The languages of communication are Dutch, French or English.

With a view to the negotiation and preparation of the loan contract, the borrower accepts the above General Conditions for Temporary Exhibitions in their entirety and without amendment.

Read and agreed:

Name:

Position:

Date:

Signature: