

Terms and Conditions
for Loans from
The National Museum of Denmark



The National Museum of Denmark

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1. Preconditions

Requests for loan from the National Museum should be addressed to the head of the relevant collection.

Processing of requests for loans shall proceed only after the applicant, has accepted in writing, the general terms and conditions laid down in this document (“Terms and Conditions for Loans from the National Museum of Denmark”).

2. Loan Agreement

The National Museum of Denmark (hereinafter referred to as “The National Museum”) shall prepare a statement specifying preconditions and financial conditions to be included in the Loan Agreement.

The Loan Agreement shall be signed in good time by both The National Museum and the Borrowing Institution (hereinafter referred to as “the Borrower”).

When either written acceptance is received or the contract has been signed can conservation treatment, photography, etc., commence.

3. Insurance

- a) All objects must be covered either by a Government Indemnity or by an insurance policy contracted out by the Borrower with an insurance company approved by The National Museum.
- b) The insurance shall be based on the assessed value of each object to be loaned. The insurable value of the objects in question shall be set only by The National Museum and can only be modified by The National Museum.
- c) A copy of the insurance policy shall be submitted to The National Museum’s Storage and Logistics department, together with the Loan Agreement prior to transport. The insurance policy shall be included as **Appendix A** accompanying the Loan Agreement.
- d) The Insurance policy must include all-risk and nail-to-nail cover for both transport and exhibition.
- e) The insurance policy must include the museum clause in accordance with which objects remain the property of The National Museum, irrespective of the extent of any loss or damage and the amount of indemnity.
- f) The Storage and Logistics department can, in agreement with the Director of Research and Exhibitions, call upon legal advice from The Legal Adviser to the Danish Government. The Borrower shall cover the expense for the legal advice.

4. Documentation

Up to date photographs/illustrations, prepared by the National Museum, shall accompany all objects to be loaned. In special cases, The National Museum is entitled to require a replica be made which The National Museum will be responsible for making. The Borrower is liable for the cost of documentation and the production of replicas.

5. Conservation

- a) The National Museum only lends objects which are in satisfactory conservation condition.
- b) In the event of any damage to objects The National Museum must be immediately notified. The Borrower shall not carry out any conservation of the borrowed objects.

6. Security

- a) The Borrower shall provide a full account of security arrangements at the place of unpacking and exhibition. The National Museum is entitled to request that a report – based on the Facility Report – with an overview of exhibition rooms and their security arrangements be submitted by the Borrower. This report shall be included as **Appendix C** accompanying the Loan Agreement.
- b) In special circumstances, The National Museum is entitled to instruct its Head of Security to check conditions at the designated unpacking and exhibition site. The Borrower shall cover expenses incurred in connection with such a visit.
- c) The exhibition venue must be secured in every way and must guard the exhibition around the clock.
- d) As a general rule, objects borrowed from The National Museum must be displayed in display cases fitted with alarms. In special circumstances permission can be given for open display. In such circumstances, care should be taken where possible to arrange the objects in such a manner that the public cannot touch them. Methods for ensuring this will be agreed for each object.
- e) The construction and safety specifications of display cases shall be approved in advance by The National Museum. It may be a requirement that display cases be sealed.
- f) Room alarms must be activated outside opening hours.
- g) Room alarm systems and display case detectors must relay their alarm signals to a police station or other authorised security centre.
- h) In special circumstances, The National Museum can require objects to be monitored by a permanent guard.

- i) Representatives of The National Museum shall have access to the exhibition rooms prior to the exhibition opening in order to assess all security measures. National Museum representatives shall also at all times have the necessary access to inspect the exhibition rooms during the exhibition period.
- j) In particular cases, special security measures may be required.
- k) Any damage to objects shall be reported to The National Museum within 24 hours of the event.

7. Environmental Specifications

- a) Temperature, humidity, lighting levels and other physical and chemical conditions within the exhibition venue shall be in accordance with specifications laid down by The National Museum. The National Museum may require that checks be carried out to ascertain whether the environment is in accordance with agreed specifications (graphs of humidity measurements, etc.) and that the results be submitted to The National Museum at regular intervals.
- b) All materials used for display cases shall be in accordance with the specifications laid down by The National Museum.
- c) All mounts or supports for objects made by the Borrower shall be in accordance with specifications stipulated by The National Museum. The National Museum can, if necessary, manufacture special mounts and stands, with incurred costs paid by the Borrower
- d) The Borrower shall be liable to ensure that the required environmental conditions are maintained during the entire exhibition. If these conditions cannot be maintained, the Borrower must immediately notify The National Museum.
- e) The specifications stipulated for the environmental conditions shall take into account remarks relating to special treatment stated in the Loan Agreement.

8. Transport, Courier and Condition Report

- a) Transport of loans must be in accordance with the National Museum's requirements.
- b) The shipping agent must be approved by the National Museum prior to transport. The National Museum shall be provided with mobile telephone numbers and office landline numbers for all shipping agents involved in transport of the objects.
- c) Loaned objects must be escorted at all times by one or more employees of The National Museum or persons authorised by The National Museum. In the case of large or special loans The National Museum may require that more than one courier accompany the shipment.
- d) In the event of shipment by air, all loaned objects and The National Museum's representatives shall be met personally by a representative of the Borrower when entering the host country and shall similarly be personally escorted to the point of departure.

- e) The Borrower shall make every effort to ensure that customs clearance takes place at the exhibition venue. Any unpacking of the objects in connection with security checks and customs clearance shall take place only under surveillance of the courier and at a place approved by The National Museum.
- f) The loaned objects shall be unpacked and displayed only at the exhibition venue. Unpacking, mounting, handling, packing, etc., must be carried out by The National Museum's representative or under his or her instructions.
- g) The condition of all objects shall be inspected at the exhibition venue by the courier together with a representative of the Borrower at the time of unpacking and again at the time of packing. Both parties shall record relevant notes and sign for the objects at each unpacking/packing of these. In the event of a travelling exhibition this inspection must be carried out at each exhibition venue.
- h) After installing The National Museum's objects at the exhibition venue the display cases shall be locked/sealed in the presence of The National Museum's representative, and can be opened again only in the presence of a representative of The National Museum.
- i) The National Museum reserves the right to remain at the exhibition venue until after the opening of the exhibition in order to monitor security and environmental conditions.
- j) No object shall be handled or removed from its display case by any person other than The National Museum's representative unless this is done in an extreme emergency situation in order to protect the objects. In such an event The National Museum must be notified – immediately – of the removal of the objects and the reason for this.

9. Financial Terms

The Borrower must meet all costs incurred in connection with the loans from The National Museum unless otherwise agreed. These include:

Insurance

The Borrower shall arrange and cover the insurance premium. The insurance certificate must be approved by the National Museum and a copy submitted to The National Museum's Department of Storage and Logistics.

Documentation

The Borrower shall be liable for all costs relating to documentation of the loaned objects, including photography and construction of any replicas.

The National Museum shall inform the Borrower as soon as possible of the expenses that may be incurred in connection with documentation.

Conservation

The cost of any conservation and manufacture of special mounts or stands shall be paid for by the Borrower.

The National Museum shall inform the Borrower as soon as possible of the expenses incurred in connection with conservation. (Surveys and official valuations are carried out by The National Museum in its official capacity.)

Security inspection

Travel and hotel expenses, etc., incurred in connection with the inspection of the exhibition venue by a representative of The National Museum shall be paid by the Borrower.

Transportation, handling of objects, etc.

The Borrower shall pay all expenses in connection with packing objects, e.g. packing materials, transport and shipping costs from The National Museum to the exhibition venue and back to The National Museum.

The allocation of courier costs shall be stipulated in the Loan Agreement. As a general rule, The National Museum will cover the courier's salary, and the Borrower shall meet all other expenses i.e. travel, accommodation and subsistence costs. As a general rule, air travel shall be business class. The National Museum courier may remain at the exhibition venue after the opening of the exhibition in order to monitor security and environmental conditions.

In the case of an exhibition having more than one venue the Borrower shall be liable for the cost of courier's salaries to exhibition venues between the first and the last exhibition venue.

10. Additional Terms and Conditions

- a) Exhibition dates can be changed only after prior written agreement with The National Museum.
- b) The National Museum shall at any time be entitled to withdraw loaned objects, if it deems custom clearance, security procedures or exhibition conditions unsatisfactory. Procedures and costs in connection with The National Museum's withdrawal of objects shall follow the procedures and the allocation of costs stipulated for the normal conduct of a loan. The National Museum of Denmark shall not be liable for any financial loss in such circumstances (e.g. loss of admission revenue) and the Borrower is still liable for the agreed costs in connection with the loan of the object(s) (e.g. conservation costs).
- c) The Borrower shall not make replicas, photographs or carry out scientific studies upon any objects. In information material, publications or teaching materials the Borrower may reproduce photographs of parts of the exhibition that feature objects belonging to The National Museum. This right cannot be transferred to any third party without the prior written permission of The National Museum. This also applies to all photographic and electronic reproduction. Photographs obtained for a catalogue shall not be used for any other purpose without the permission of The National Museum.

- d) The Borrower shall ensure that all labelling of objects in the exhibition and descriptions in any other material clearly indicate that the object in question is on loan from The National Museum of Denmark.
- e) The National Museum shall receive four copies of the exhibition catalogue and two copies of all other written material produced in connection with the exhibition. It shall be explicitly stated in correspondence with the Borrower, or in the Loan Agreement, how the National Museum wishes to be acknowledged in all written material.

12. Processing the Application, Signatures, Date

Ref. No.

The following contact person is processing the application at **The National Museum of Denmark**:

National Museum of Denmark, Conservation, Storage & Logistics, Brede,
I.C. Modewegsvej, Brede, DK-2800 Kgs. Lyngby, Denmark

E-mail:

Telephone: +45 33 47 35 02/

Fax: +45 33 47 33 27

The contact person on behalf of the **Borrower**:

Name: _____

Institution: _____

Address: _____

E-mail: _____

Telephone: _____

Mobile tel: _____

Fax: _____

VAT No. _____

With a view to negotiating a Loan Agreement, the Borrower accepts the above conditions relating to loans from The National Museum of Denmark.

For the Borrower: stamp, job title, signature

Date
