

LOAN AGREEMENT

Between

Iziko Museums of South Africa
25 Queen Victoria St, Cape Town, Western Cape, South Africa, 8001

Represented by:

Ms Rooksana Omar
Chief Executive Officer

(Hereafter known as the "Lender")

and

Industriemuseum Kupfermühle
Messinghof 3, Kupfermühle, 24955 Harrislee, Germany

Represented by:

Mr Svend Lykke-Schmidt
Managing Director

(Hereafter known as the "Borrower")

Of the following object:

Yellow-metal sheathing from the Norwegian ship "Volo" (stranded in 1896 near Boesmansriviermond),
manufactured in 1891 by and bearing the factory stamp of the former *Crusauer Kupfer & Messing Fabrik*
at Kupfermühle

And is subject to the following conditions:

TERMS AND CONDITIONS

GENERAL

Iziko Museums of South Africa (the Lender) has agreed on the terms and conditions set out in this agreement, to make a short-term loan of the object:

1. Yellow-metal sheathing from the Norwegian ship "Volo" (stranded in 1896 near Boesmansriviermond), manufactured in 1891 by and bearing the factory stamp of the former Crusauer Kupfer & Messing Fabrik at Kupfermühle ("the loan object") to the (the Borrower), for display-in the relevant context of the permanent exhibition at the Industriemuseum Kupfermühle located at Messinghof 3, Kupfermühle, 24955 Harrislee, Germany ("the premises").
2. The Borrower and its agents shall retain possession of the loan object and may not enter into any third-party arrangements or agreements concerning the loan object whatsoever without the prior written consent of the Lender.
3. The Lender will not charge any fees for the loan but shall receive at least three complementary copies of any catalogue (in hard cover, if available, as well as an electronic copy) and other printed material produced for the exhibition.

TERM AND TERMINATION

4. The loan is for the fixed period from 1 June 2022 to 31 June 2027
5. The fixed period includes time for the transport, unpacking, acclimatization, installation, de-installation, repacking and the return of the loan object.
6. The loan will not be extended beyond the fixed term without prior written approval from the Lender.
7. If the Lender believes that the Borrower is not meeting the terms and conditions in this agreement, the Lender will immediately notify the Borrower in writing of its concerns and the Borrower will have 60 days to meet the concerns of the Lender. If the concerns of the Lender have not been reasonably resolved, the Lender reserves the right to withdraw the loan (and to cancel this agreement forthwith) at any time and for any reason.
8. Either party may cancel this agreement in their option by notice in writing to the other party. The agreement will then be cancelled 15 days after the date of the notice of cancellation ("the notice"). Upon termination of the agreement, the Borrower will return the loan object to the Lender forthwith and (notwithstanding the cancellation) comply with the relevant terms of this agreement. Outstanding debts (if any) will be settled within 30 days (of the date of the notice).
9. This agreement will automatically terminate if one of the parties is dissolved, wound up or re-organised.

COSTS

10. All costs and expenses, including import or export permit fees, costs, international transport costs, taxes and customs duties, and transport and accommodation for a courier, relating to this loan will

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be borne by the Borrower, including all costs related to recommendations made in the Condition Report for which the Borrower is liable under the terms and conditions of this agreement.

SECURITY

11. Security arrangements for transit, storage, preparation and exhibition shall wherever possible be discussed and agreed by the parties in advance but shall remain at all times the responsibility of the Borrower.

The Borrower will be responsible for the security of the loan object at all time while on the Borrower's premises, including during storage, unloading/loading, unpacking/repacking, installation/de-installation and exhibition, and must take all appropriate and prudent measures to protect the loan object and keep it secure while in their possession, at a minimum as they care for and secure objects of the same or similar nature of their own, or on loan from others, including without limitation precautionary measures against risks of fire, theft, accidents, disasters, ultraviolet and visible light, incorrect relative humidity and temperature, environmental overcrowding in the galleries, and the dangers resulting therefrom.

CARE AND PRESERVATION

12. The Borrower will extend to the loan object at least the same standard of care as it does to comparable property of its own under its own collection policies and rules, including but not limited to satisfactory precautions to protect the loan object from fire, theft, mishandling, dirt and insects, and extremes of light, temperature and humidity.
13. The Borrower will complete the Lender's Facilities Report, or provide an acceptable report of its own, to formally present its information (see point 27). It is understood by both parties that the loan object is subject to gradual inherent deterioration for which neither party is responsible.
14. Evidence of damage at the time of receipt or while in the Borrower's custody will be reported immediately to the Lender. It is understood that the loan object, which in the Borrower's opinion show evidence of infestation, may be fumigated at the discretion of the Lender with prior written authorization by the Lender. However, if the Lender takes longer than 24 hours to respond to the request for approval for fumigation, the fumigation may proceed without permission of the Lender. Fumigation will take place without liability on the part of the Borrower.
15. The loan object may not be treated or modified in any way without the written permission of the Lender.
16. The Borrower will be requested to provide written authorization for any alterations, restoration, or repair on condition that details of the treatment are fully communicated to the Lender in advance.
17. The Borrower may examine the loan object by all modern scientific and non-destructive methods. Information gathered on the loan object will also be shared with the Lender.

CALAMITIES

18. In the event of any calamity event including theft or damage to the loan object, or any breach of security at the storage or exhibition areas, the Borrower shall inform the Director of Collections and Digitisation, Mr. Paul Tichmann (ptichmann@iziko.org.za) immediately, and send a detailed written report to the Lender within 48 hours.

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19. The Borrower agrees to comply with all reasonable directions of the Lender in respect of the loan objects after a calamity event has occurred.

INSURANCE

20. Insurance arrangements during transit and exhibition are the responsibility of the Borrower. Copies of insurance documentation must be received by the Lender before the loan object leave the Lender's premises.
21. Valuations for insurance purposes will be provided by the Lender.
22. The loan object will be insured for the amount specified herein under the Borrower's "all risk" wall-to-wall policy subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin or inherent vice; repairing, restoration or retouching process; hostile or warlike action, insurrection, rebellion; nuclear reaction, nuclear radiation or radioactive contamination; and actions related to terrorism.

Insurance cover must reflect fair market values and shall be placed for the insurance valuation amount specified by the Lender in Appendix 1, or as subsequently amended. If the Lender fails to specify an amount, the Borrower is hereby authorized by the Lender to set a temporary value (which is not to be considered an appraisal) for the duration of the loan. If the Borrower disagrees with this value, the Borrower may request that the Lender obtain an independent appraisal or the Borrower may suggest a fair market value.

It is the responsibility of the Lender to notify the Borrower of updated insurance valuations.

23. Provided the loan object has been properly insured in accordance with this agreement, and there has been no material breach of the terms and conditions of this agreement, the Borrower's liability to the Lender for loss or damage shall be limited to the amount payable under the insurance policy. Any recovery for depreciation or loss of value shall be calculated as a percentage of the insured value specified by the Lender.

INSPECTION

24. Prior to packing, a conservator approved by the Lender will prepare a Condition Report on the loan object. A condition report is a separate document compiled by the Conservation Unit of the Iziko Collections and Digitisation Department.
25. On receipt of the loan object, and at the end of the exhibition, a conservator appointed by the Borrower shall, in consultation with the Lender, complete a condition report on the loan object and submit a copy to the Iziko Collections and Digitisation Department.

ENVIRONMENT

26. The loan object must at all times be protected from shock, surface damage, insects, rodents, and mould, and temperature and humidity fluctuations.
27. The Iziko Facilities Report, or an equivalent report from the Borrower, detailing satisfactory environmental controls at the Borrower's premises must be submitted to the Iziko Collections and Digitisation Department.

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28. The loan will only be confirmed when the Lender has received and approved the Facilities Report.
29. The Borrower must ensure that environmental conditions, as specified in the Facilities Report, are maintained at all times at its premises.
30. The Lender must pre-approve the Borrower's proposed methods of display for the loan object.

PACKING, TRANSPORT, SHIPPING

31. Suitable crating, packing materials and methods for transit must be approved by the Lender but is the responsibility of the Borrower.
32. Professional packing and transport contractors must be approved by the Lender.
33. The costs of packing, transport, and shipping are the responsibility of the Borrower.
34. Although the Borrower is responsible for packing and transit, the Lender will check that the loan object is adequately and securely packed for the type of shipment agreed upon, including any special instructions for unpacking and repacking. The loan object will be returned packed in the same or similar materials as received unless otherwise authorized by the Lender. If any packing materials are required for the return trip of the loan object, this cost will be borne by the Borrower.

COURIER

35. The parties have agreed, considering the simple and sturdy nature of the loan object, to refrain from the use of couriers and to use DHL for shipping the object from the Lender to the Borrower and back again after the loan period.
36. *Return transport inspection and condition report:* When the loan object has been unpacked upon its return to Lender, the Lender will perform a physical inspection and notify the Borrower should there be any changes to the condition of the loan object. The Lender will share photographs and a written condition report with the Borrower. In this regard, the Borrower agrees to be liable for any loss or damage to the loan object that has been recorded by the Lender during the physical inspection and verified in the photographs and/or the condition report.
37. Applicable laws and regulations will be adhered to in international shipments. Although the parties will liaise with each other, the Lender is responsible for ensuring compliance with South African import/export requirements and the Borrower is responsible for ensuring compliance with the import/export requirements of the Federal Republic of Germany.
38. In particular:
 - (1) The Borrower shall:
 - (i) arrange for customs inspection to take place on arrival at the exhibition venue if required. No loan object should be unpacked for examination at any point during the journey.
 - (ii) prepare all necessary customs and import/export documentation applicable to Germany.
 - (iii) pay for any applicable import fees, taxes or duties, including VAT required by German authorities.
 - (2) The Lender shall manage all customs formalities and procedures, including if necessary, liaison with the South African Heritage Resources Agency ("SAHRA") or any relevant heritage resource

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authority/officer, when the loan object is re-imported into South Africa. However, the Borrower will be responsible for any applicable RSA import/export permit costs and customs taxes or duties, including VAT.

INTELLECTUAL PROPERTY RIGHTS, PHOTOGRAPHY AND REPRODUCTION

39. The terms of this agreement are without prejudice to any Intellectual Property Rights ("IPR") subsisting in the loan object, or any incidental photographs, sketches, drawings or any other similar works or materials.
40. Unless otherwise notified in writing by the Lender, and whilst this agreement is in force, the Borrower may photograph or reproduce the object lent for educational, catalogue, publicity purposes, and other standard non-commercial museum purposes for use in print and electronic media.
41. It is understood that objects for display may be photographed by the general public during the exhibition.
42. Unless otherwise instructed in writing, the Borrower will give attribution credits to the Lender as specified on the face of this agreement, or as specified in image use agreements, in any publications. The Borrower may decide whether or not to use individual labels for the loan object on display. If used, credits must be displayed on object labels.
43. The Lender must always be acknowledged as the owner of the loan object within the exhibition, catalogue or web content.
44. No commercial merchandising is envisaged and will not be undertaken, unless agreed otherwise in writing.

CULTURAL PROPERTY LAW

45. The Lender will apply for permission from the South African Heritage Resources Agency ("SAHRA") in terms of the National Heritage Resources Act (and from the South African Reserve Bank ("SARB") in terms of currency control regulations) for the temporary export of the object. The decision to give the necessary permission, however, rests with these institutions and is not the responsibility of the Lender.
46. If permission for temporary export is granted, the Lender will promptly notify the Borrower and provide the Borrower with a true copy of the documents. The Borrower will then comply with its responsibilities in terms of this agreement and undertakes to comply with (a) South African law for the protection of heritage objects, including any permit's terms and conditions, (b) any conditions imposed by the SARB and (c) German laws for the protection of movable and/or cultural property, on loan or otherwise.

DISPUTE RESOLUTION

47. The Lender and the Borrower agree that they shall negotiate and conciliate in an attempt to resolve amicably any dispute arising from this agreement via electronic means (that is by email or a telephonic discussion or any other means possible).

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48. If however parties fail to resolve any dispute that has arisen between them within seven (7) calendar days from the time that it was brought to their attention the parties are pleased to agree that, such dispute must be governed by South African Law and shall be referred to arbitration in the English language in Cape Town for resolution, in accordance with the rules of the Arbitration Foundation ("the Foundation") of South Africa by an arbitrator/s appointed by the Foundation.

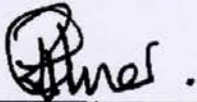
MISCELLANEOUS

49. This Agreement shall be binding on the above-mentioned Parties, their representatives, heirs and successors. This Agreement constitutes the entire understanding between the Parties.


50. Any modifications can only take place in writing and must be signed by both Parties. The waiver of one right is not a waiver of any other right.

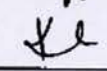
THUS agreed to and signed at Cape Town on this 24 day of May 2022

By Ms Rooksana Omar [Lender] for and on behalf of Iziko Museums of South Africa in her capacity as CEO.



Ms Rooksana Omar

Witness: 


Witness: 


THUS agreed to and signed at Kupfermühle on this 6 day of June 2022

By Mr Svend Lykke-Schmidt [Borrower] for and on behalf of the Industriemuseum Kupfermühle in his capacity as Managing Director



Mr Svend Lykke-Schmidt

Witness: 

Witness: 

APPENDIX 1

List of loan material with insurance valuations

Object	Accession number	Valuation
Yellow-metal sheathing from the Norwegian ship "Volo" (stranded in 1896 near Boesmansriviermond), manufactured in 1891 by and bearing the factory stamp of the former <i>Crusauer Kupfer & Messing Fabrik</i> at Kupfermühle	MA 21/3	R1000/ EUR 60
Total: R1000/ EUR 60		

CONDITION REPORT (see separate document)

The condition report for the Yellow-metal sheathing is attached as a separate document to this agreement.

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Artifact Conservation Condition Report

Date: 06/05/2022	Examiner (s): Jake Harding
Site Name: Volo (1896)	Accession no: MA 21/3
Condition: Stable	Number of Artefacts: 1
Description: Brass alloy sacrificial sheathing. Maker's mark present	Tests/Analysis:
Excavation Info: Beach surface find.	

Measurements:			
Weight: 1.345 kg	Width: 233mm		
Diameter: N/a			
Length: 607mm	Height: 44mm		

Treatment Proposal: Object stable. No active treatment required. Store in appropriate environment.
Initial Treatment: Visual survey.

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