

LOAN AGREEMENT

展品借展协议

Between
缔约双方为

Iziko Museums of South Africa

南非 Iziko 博物馆联盟

25 Queen Victoria St, Cape Town City Centre, 8001
南非 开普敦市中心，维多利亚女王大街 25 号，邮编 8001

Represented by:

代表为:

Ms Rooksana Omar

Rooksana Omar 女士

Chief Executive Officer

首席执行官

(Hereafter known as the "Lender")

(以下称“借出方”)

and

与

National Art Museum of China

中国美术馆

1 Wusi St, Dongcheng Qu, Beijing Shi, China, 100006
中国 北京市 东城区 五四路 1 号 邮编 100006

Represented by:

代表为:

Director Wu Weishan

吴为山 馆长

(Hereafter known as the "Borrower")

(以下称“借入方”)

Of the following objects:



WB

所借展品如下：

Accession number 编号	Title 品名	Artist 作者
SAM-AA/RA/659	Engraved ostrich on rock	Unrecorded artist
UCT 38/46	Engraved ostrich eggshell	Unrecorded artist
SH2011/98	Nozi (vessel)	Andile Dyalvane
SH2011/163	Isicholo - Married Zulu Woman's Hat	Unrecorded artist
SAM-AA 8938/cast	Blombos Ochre (cast)	Unrecorded artist
SH2011/113	Leaf Thread (vessel)	Ian Garrett
SAM-AA/RAR/Stow35	Rock art reproduction	George Stow
SANG 55/6	Fisherman Drawing Nets	Walter Battiss
SANG 65/76	The Revelation of St Johns	Azaria Mbatha
SANG 66/39	Two Arabs, Dakar	Irma Stern
SH2009/54	Madiba Embroidered Cloth	Sarah Mnisi
SANG 89/25	Piling Wreckage Upon Wreckage	Penny Siopis
SANG2008/12	The Missing Ones	Willie Bester
编号	品名	艺术家
SAM-AA/RA/659	鸵鸟纹样石刻	无名
UCT 38/46	纹饰鸵鸟蛋壳	无名
SH2011/98	诺齐 (瓶)	安迪勒·迪尔温
SH2011/163	Isicholo - 祖鲁族已婚妇女的帽子	无名
SAM-AA 8938/cast	布隆伯斯赭石 (铸件)	无名
SH2011/113	叶脉 (瓶)	伊恩·加勒特
SAM-AA/RAR/Stow35	岩画复刻	乔治·斯顿
SANG 55/6	渔夫收网	瓦尔特·巴蒂斯
SANG 65/76	圣约翰的启示	阿扎里亚·巴萨
SANG 66/39	达喀尔的两个阿拉伯人	伊尔玛·斯特恩
SH2009/54	曼德拉绣花布	萨拉·尼西
SANG 89/25	堆积的残骸	潘尼·西佩斯
SANG2008/12	失踪的孩子们	威利·贝斯特

And is subject to the following conditions:

协议受以下条款约束：

TERMS AND CONDITIONS

协议条款

GENERAL

总则

1. 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 objects listed in *appendix 1* ("the loan objects") to the National Art Museums of China (NAMOC), (the Borrower) for display at the exhibition called ***Special Exhibition of BRICS Alliance of Art Museums and Galleries*** at the National Art Museum of China located at 1 Wusi St, Dongcheng Qu, Beijing Shi, China ("the premises").

南非 Iziko 博物馆联盟（借出方）同意按照本协议条款，将协议附录一中所列物品（“出借展品”）短期租赁给中国美术馆（借入方），供其在“金砖国家美术馆联盟特展”中展出，展出的场所为中国北京市东城区五四大街一号中国美术馆（“展览场所”）。

2. The Borrower and its agents shall retain possession of the loan objects and may not enter into any third party arrangements or agreements concerning the loan objects whatsoever without the prior written consent of the Lender.

出借展品应由借入方及其代理人保管。无借出方的书面许可，借入方及其代理人不得就出借展品与任何第三方达成任何的安排或协议。

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) and other printed material produced for the exhibition.

借出方对于出借展品不收取任何费用，但应获赠至少三套特展画册（如可能，应为硬质封面）和其它相关印刷品。

TERM AND TERMINATION

租赁期限和终止条件

4. The loan is for the fixed period from **31 March, 2018 to 30 April, 2018.**

出借展品的固定租赁期为 **2018 年 3 月 31 日至 2018 年 4 月 30 日。**

5. The fixed period includes time for transport, unpacking, acclimatization, installation, de-installation, repacking and returns of the loan objects.

租赁期的时间包括出借展品的运输、拆箱、展品环境适应、布展、撤展、再包装和回运。

6. The loan's fixed period will not be extended beyond the fixed term without prior written approval from the Lender.

未经借出方书面许可，出借展品的租赁期不得延长。

7. If the Lender believes that the Borrower is not meeting the terms and conditions in this agreement, including the following scenarios: failure to secure reputable and reliable packaging and transport agents leading to an increased risk to objects; security, environment and care of objects on site at the National Art Museums of China is not as prescribed in the facilities report leading to an increased risk to objects; copyright infringement, the Lender will immediately notify the Borrower in writing of its concerns and the Borrower will have 7 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).

如果借出方认为借入方未能履行本协议约定，包括以下情况：未能获得信誉可靠的包装及运输代理从而导致对作品的风险增加；中国美术馆场地的环境及对于作品的处理与标准设施报告中的情况不符而导致对作品的风险提高；著作权侵权，借出方立即将问题书面告知借入方，限其于七日内解决。如问题未能得到良好解决，则借出方保留将展品撤回（和撤销本协议）的权利。

8. Both Parties shall strictly follow international practices after the Agreement comes into force. After the signing hereof, neither Party shall cancel the exhibition at will unless a force majeure event occurs. In the event that a Party withdraws from the exhibition due to other reasons than a force majeure event, the withdrawing Party shall bear its share of the costs incurred up to the date of withdrawal and any other reasonable costs of the other Party incurred as a result of the withdrawal.

本协议生效后，双方必须严格遵守国际惯例，在展览协议签字后，除发生不可抗力事件双方均不得擅自取消展览。如果一方因除不可抗力事件之外的其他原因撤销展览，则撤销展览的一方应当支付自己承担的截至撤销展览当天产生的费用以及另一方因为撤销展览而产生的其他一切合理费用。

9. This agreement will automatically terminate if one of the parties is dissolved, wound up or re-organised.

如本协议缔约方的任何一方解散、终结或重组，则本协议自动终止。

COSTS

费用

10. All costs and expenses, including import or export permit fees, costs, taxes and customs duties, relating to the loan must 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.

与展品相关的所有费用，包括进口或出口许可费、税费、关税，以及与展品相关的其他费用，都须由借入方承担，包括与展品状况报告中的建议相关的须由借入方承担的所有费用。

The Lender is responsible for covering the "nail to nail" full-risk insurance premium for the exhibition (The insurance period commences from the departure of the exhibits from their original repository and lasts until their return to the same repository, covering the whole process of transportation, temporary storage, exhibition, packing and unpacking, as well as exhibition installation and dismantling). 借出方负责负担展览“钉到钉”全程保险费。保险期限为从展品离开固定存放地到展品返回固定存放地为止，包括运输、暂时存放、展出、包装和拆装、布展和撤展全过程。

SECURITY

安保

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.

展品在运输、储存、备展、展出过程中的安保，凡可能之处均应由各方提前商讨并达成一致意见，但安保责任均由借入方担负。

The Borrower will be responsible for the security of the loan objects at all time while on the Borrower's premises, including during storage, unloading/loading, unpacking/repacking, installation/deinstallation and exhibition, and must take all appropriate and prudent measures to protect the loan objects and keep them 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.

借入方须负责出借展品在展览场所期间的安保责任，包括展品的储存、装卸、拆装箱、布撤展和展出过程，且应采取一切妥当和审慎的措施，保护和保障出借展品的安全，对出借展品的呵护和保卫程度至少等同于借入方对自有或他人的类似或同性质的展品的保护程度。应采取的预防措施包括但不限于针对以下风险：火灾、盗窃、意外事故、灾害、紫外线辐射和可见光、不正确的相对湿度和温度、馆内过度拥挤，以及相关的衍生危险。

CARE AND PRESERVATION

对展品的保护

12. The Borrower will extend to the loan objects 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 objects from fire, theft, mishandling, dirt and insects, and extremes of light, temperature and humidity.

借入方应至少按照自己的内部收藏规定和制度给予出借展品以与自己的类似藏品相同水平的保护，所应采取的预防措施包括但不限于针对火灾、盗窃、不当取放、尘土和昆虫、极端光照、温度和湿度的良好保护。

13. The Borrower will complete the Lender's Facilities Report, or provide an acceptable report of its own, to formally present its information (see 26). It is understood by both parties that the loan objects are subject to gradual inherent deterioration for which neither party is responsible.

借入方应填写由借出方制订的展览设施报告，或自行出具妥当的报告，以正式汇报其展览设施情况（见第 26 条）。双方均理解，出借展品自身会逐渐老化，对此双方均不负责任。

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 objects, which in the Borrower's opinion show evidence of infestation, may be fumigated at the discretion of the Borrower with prior written authorisation 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.

如借入方在接收出借展品时或在保管展品期间发现损坏迹象，应迅即告知借出方。双方理解，由于借入方认为出借展品存在虫害爆发迹象，借入方可在获得借出方书面授权的情况下自行裁决，以熏蒸方法对出借展品进行灭活杀虫。如借出方在借入方提出熏蒸请求后的 24 小时内未能予以回复，则借入方可在未获得许可的情况下自行采取熏蒸灭活，且无需为熏蒸行为担负责任。

15. The loan objects may not be treated or modified in any way without the written permission of the Lender.

未经借出方书面同意，不得对出借展品进行任何形式的处理或修改。

16. The Lender will be requested to provide written authorisation for any alterations, restoration, or repair on condition that details of the treatment are fully communicated to the Lender in advance.

如借入方欲对出借展品做任何修改、复原或修复，可要求借出方提供书面授权书，但须提前将展品处理的详细情况完全地告知借出方。

17. The Borrower may examine the loan objects by all modern scientific and non-destructive methods. Information gathered on the loan objects will also be shared with the Lender.

借入方可采用各种非破坏性科学方法对出借展品进行检测，检测所获得的信息应与借出方共享。

CALAMITIES

事故处置

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

如出借展品遭遇包括盗窃或损坏在内的任何事故，或展品的在储存地或展区内的安全遭到破坏，借入方应立即告知 Iziko 馆藏和数字化总监 Paul Tichmann 先生 (ptichmann@iziko.org.za)，并在事发后的 48 小时内向借出方提交详细的书面报告。

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.

一旦发生事故，借入方同意配合借出方，遵从借出方的一切合理指示对出借展品进行善后处理。

INSURANCE

保险

20. Insurance arrangements during transit and exhibition are the sole responsibility of the Lender. If requested, copies of insurance documentation must be shared with the Borrower before the loan objects leave the Lender's premises.

出借展品在运输和展出过程中的保险事宜均由借出方负责。如借入方要求，则借出方必须在出借展品运离借出方场所前将保险单据的副本共享给借入方。

21. Valuations for insurance purposes will be provided by the Lender.

借出方将提供出借展品的保价价值。

22. The loan objects will be insured for the amount specified herein under the Lender'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.

出借展品将按照借出方的全险和全覆盖原则进行投保，投保金额于本协议中写明，但以下风险按惯例不在保险范围内：正常减损、自然老化、昆虫、害虫害兽或展品自身缺陷；修补、复原或修饰；敌对或挑衅行为、叛乱、暴乱；核反应、核辐射或放射性污染，以及恐怖主义相关行为。

INSPECTION

展品查验

23. Prior to packing, a conservator approved by the Lender will prepare condition reports on all the loan objects. A condition report is a separate document compiled by the Conservation Unit of the Iziko Collections & Digitisation Department.

出借展品装箱前，由借出方批准的保管员将为所有出借展品出具展品状况报告。报告是由 Iziko 馆藏和数字化部负责编写的一份单独文件。

24. On receipt of the loan objects, and at the end of the exhibition, a conservator appointed by the Borrower shall, in consultation with the Lender, complete a condition report on each loan object and submit a copy to the Iziko Collections & Digitisation Department.

在接收出借展品和展览结束时，由借入方任命的保管员应与借出方协商，为每一出借展品制订展品状况报告，并将报告副本报送 Iziko 馆藏和数字化部。

ENVIRONMENT

展品参展环境

25. The loan objects must at all times be protected from shock, surface damage, insects, rodents, and mould, and temperature and humidity fluctuations.

出借展品必须始终避免振动、表面磕碰、昆虫或啮齿动物的侵害，以及霉菌、温度和湿度的波动。

26. 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 & Digitisation Department.

借入方须向 Iziko 馆藏和数字化部提交按照借出方模板编写的《Iziko 展览设施报告》，或者自行编写类似的报告，详细阐明借入方的展览场所内对展品环境的控制措施。

27. The loan will only be confirmed when the Lender has received and approved the Report.

借出方只有在收到并批准由借入方提供的《展览设施报告》后，方对出借展品做出确认。

28. The Borrower must ensure that environmental conditions, as specified in the Facilities Report, are maintained at all times at its premises.

借入方必须保证出借展品的展览环境在展览场所内始终达到《展览设施报告》要求。

29. The Lender must pre-approve the Borrower's proposed methods of display for all loan objects. Final mounting of the loan objects must be completed and the cases closed before the Lender's couriers leave the exhibition area.

借出方必须对借入方提出的所有出借展品的展出方式进行预先批准。出借展品在展位上的最终安放和封匣必须在借出方的展品运输方离开展区前完成。

30. The Borrower has the right to review and finalize the exhibits and the text, images, and videos in the exhibition halls.

接入方对于展出作品以及展厅内文字、图像、视频等方案有终审权。

PACKING, TRANSPORT, SHIPPING

包装和运输

31. Suitable packing materials and methods for transit must be approved by the Lender but is the responsibility of the Borrower.

为出借展品选择合适的包装材料和运输方式是借入方的责任，但须得到借出方的批准。

32. Professional packing and transport contractors must be approved by the Lender. *Elliot International* may not be considered.

借入方须选择专业的包装和运输公司，且对承包商的选择必须得到借出方的批准。不得考虑 *Elliot International* 公司。

33. Handling, that is, packing, unpacking, exhibiting and repacking, installation and de-installation may only be carried out by a professional conservator approved by the Lender, or by qualified conservation staff of the Borrower, approved in advance by the Lender, and must only be conducted on site.

对出借展品的取放，即展品的打包、拆箱、展出、再装箱、布展和撤展仅可由借出方批准的专业保管员执行，或由借出方事先批准的借入方合格的保管员工执行，且只能由本人当场操作。

34. The costs of packing, transport, and shipping are the responsibility of the Borrower.

展品的包装和运输费用由借入方承担。

35. Although the Borrower is responsible for packing and transit, the Lender will check that loan objects are adequately and securely packed for the type of shipment agreed upon, including any special instructions for unpacking and re-packing. Loan objects will be packed for return in the same or similar materials as received unless otherwise authorised by the Lender.

尽管出借展品的包装和运输由借入方负责，借出方应根据议定的运输方式对出借展品的包装完好和充分程度进行检查，包括对拆箱和再装箱的任何特殊要求。除非借出方另行授权，借入方回运出借展品时也应采用与接收展品时相同或相似的材料对展品进行打包。

COURIERS

随展人员

36. One courier appointed by the Lender must monitor packaging/unpacking of objects and be present during installation/de-installation.

借出方指定一名随展人员必须监控出借展品的包装/拆箱过程，且展品布展和撤展时也必须在场。

37. The courier must be informed about any object movement from 31 March, 2018 until the date of installation. Objects may not be unpacked before the courier arrives on site prior to installation.

自 2018 年 3 月 31 日起至出借展品安装之日止，展品的一切行踪均应告知该随展人员。随展人员抵达安装现场前，展品不得拆箱。

38. The courier must be present for de-installation and be informed about object movements once packing is complete until their arrival at the Lender's premises.

出借展品撤展时，随展人员须在场，且一旦打包完成，展品的行踪应始终告知随展人员，直到展品返回借出方场所。

39. Courier costs will be borne by the Borrower and will include a return ticket (Economic Class) to Beijing and accommodation for the duration of the exhibition and installation/de-installation, including the hotel expenses and per diem of 300 RMB yuan from April 9th to April 24th.

随展人员的费用由借入方承担，包含至北京的经济舱往返机票、布撤展和展出期间的食宿费用，包括 4 月 9 日至 24 日的酒店住宿费用以及每天 300 元人民币的餐费补贴。

CUSTOMS

通关

40. 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 China's import/export requirements.

国际运输应遵循适用法律法规。虽然双方保持联络，但仍由借出方保证出借展品在南非进出口的合规性，而借入方则负责保证出借展品在中国进出口的合规性。

41. In particular:

特别应注意：

(1) The Borrower shall:

借入方应：

- (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.

如政府要求进行海关检查，则应在展品抵达展览地后迅即安排海关巡检。运输过程中不得对出借展品进行开箱检查。

- (ii) arrange and pay for their appointed agents to meet and escort the shipment and courier on entry or exit to or from China in order to ensure safe movement of the loan objects.

安排代理人迎接并护送货物和随展人员出入境，并支付代理人的费用，保证出借展品的运输安全。

- (iii) prepare all necessary customs and import/export documentation as required by the People's Republic of China.

出具中华人民共和国政府要求提供的一切必要海关和进出口单证。

- (iv) pay for any applicable import fees, taxes or duties, including VAT.

支付一切适用进口费、税款或关税，包括增值税。

- (2) The Lender shall manage all customs formalities and procedures, including if necessary, liaison with SAHRA or any relevant heritage resource authority/officer, when the loan objects are 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.

借出方应负责办理一切海关通关手续和程序。如果必要，借出展品在返回南非入关时借出方可与南非文化遗产资源局（SAHRA）或其他相关文化遗产资源部门/官员进行沟通。但是，任何适用的南非共和国进出口许可费和海关税费或关税，包括增值税，均应由借入方负责承担。

INTELLECTUAL PROPERTY RIGHTS, PHOTOGRAPHY AND REPRODUCTION

知识产权、摄影和复制

42. The terms of this agreement are without prejudice to any Intellectual Property Rights (“IPR”) subsisting in the loan objects, or any incidental photographs, sketches, drawings or any other similar works or materials.

本协议的条款不妨害存在于出借展品中，或任何衍生影像、草图、绘画或任何类似作品或材料中的任何知识产权。

The Lender shall be responsible for obtaining authorization from relevant stakeholders of the objects for use of supplied images of the objects in the non-commercial promotion and public education activities linked to the exhibition, and is responsible for obtaining copyright permission from copyright owners for use of the images in the catalogue and publicity materials for the exhibition. The Lender shall be responsible for dealing with any dispute arising from defects of copyright clearance and bear all such costs.

借出方负责取得本协议展品相关权利人的授权，得到使用展品图片进行本次展览的非商业性宣传和公共教育类活动的许可，以及著作权人对本次展览画册及宣传品所涉及著作权权利的使用许可授权。借出方负责处理由于授权瑕疵引发的纠纷并承担全部费用。

43. Unless otherwise notified in writing by the Lender, and whilst this agreement is in force, the Borrower may photograph the objects lent for educational, catalogue, publicity purposes, and other standard **non-commercial museum purposes** for use in print and electronic media.

除非借出方另行书面通知，凡本协议有效期内，借入方可以教育、展品目录编制、宣传为目的，以及为了其他常规的非商业馆藏目的，对出借展品进行摄影，并在印刷品和电子媒介中使用所摄相片。

44. Iziko will provide hi-res images for use as per the Iziko Image Request and User Agreement.

Iziko 将提供高分辨率的图像，供借入方按照 Iziko 藏品影像申请表（Iziko Image Request）和使用人协议（User Agreement）的规定使用。

45. It is understood that objects for display may be photographed by the general public during the exhibition.

双方同意，出借展品展出期间可由大众拍照。

46. 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 objects on display. If used, credits must be displayed on object labels.

除非借出方另作书面指示，借入方应在任何（载有出借展品的）出版物中按照本协议封面上的文字或按照藏品影像使用协议中的要求对出借展品署以出处。借入方可自行决定是否为一参展的出借展品分别提供展签。如提供展签，则展签必须注明展品出处。

47. The Lender must always be acknowledged as the owner of the loan objects within the exhibition, catalogue or web content.

借入方在展览中、展品名录中或相关网页内容中必须始终注明出借展品为借出方所有。

48. No commercial merchandising is envisaged and will not be undertaken, unless agreed otherwise in writing.

除非另行书面约定，双方未做任何商业售卖设想，也不会举行商业售卖活动。

CULTURAL PROPERTY LAW

文化财产法

49. 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 objects. The decision to give the necessary permission, however, rests with these institutions and is not the responsibility of the Lender.

借出方将按照南非国家文化遗产资源法案规定，向南非文化遗产资源局申请出借展品的临时出境许可（还包括向南非国家储备银行申请货币管制方面的许可）。是否给予许可由该各机关决定，借出方不负责任。

50. If permission to 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) the United Kingdom's laws for the protection of movable and/or cultural property, on loan or otherwise.

如展品获准出境，借出方将及时通知借入方，并向借入方提供一套各许可的真实副本。之后，借入方应遵守本协议中的各项职责，并负责遵守（甲）南非文物保护法，包括许可证中的任何条款；（乙）由南非国家储备银行施加的任何条款和（丙）英国保护出借或非出借的动产和/或文化财产的相关法律。

DISPUTE RESOLUTION

争端解决

51. 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 telephone discussion or any other means possible).

借入方和借出方同意，对于有关本协议的任何争端，双方应采取谈判与和解的办法通过电子通信媒介（通过电子邮件、电话讨论或其他可能的方式）友好解决。

52. Any dispute arising from the performance of this Agreement shall be settled between both Parties through amicable negotiation. In case both Parties cannot reach an agreement thereon within 30 days after one Party receives the other Party's written complaint, the dispute shall be referred to arbitration in Pretoria for resolution, in accordance with the rules of the Arbitration Foundation ("Foundation") of South Africa by an arbitrator/s appointed by the Foundation. The language of the arbitration is English.

由于履行本协议产生的任何纠纷，双方应友好协商解决。如果在收到对方书面申诉 30 天内，仍不能达成一致，则争议应在比勒陀利亚仲裁，根据南非仲裁基金会（“基金会”）的规则由该基金会指定的仲裁员进行仲裁。诉讼语言为英文。

53. Clause 52 shall not preclude any party from obtaining any interim relief on an urgent basis from a court of competent jurisdiction in the Republic of South Africa or the People's Republic of China.

第 52 条不应妨碍任何一方在南非共和国或中华人民共和国具有合法管辖权的法院获取紧急临时司法救济。

MISCELLANEOUS

其他事项

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

本协议对以上提及的双方及其代表、继承人、继任人具有法律约束力。本协议构成双方达成的全部共识。

55. 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.

如对本协议做任何修改，均应以书面形式拟定，且应由双方共同签字确认。对本协议中任何一权利的放弃不代表对其他权利的放弃。

56. This Agreement is prepared in duplicate, one for the Lender and one for the Borrower. Each copy comes in Chinese and English versions with equal legal force. In case of any discrepancy or dispute, the English version shall prevail.

本协议的工作语言为中文和英文，本协议一式两份，分别以中文和英文书写。双方各持一份。两种文本拥有同等法律效力。如有任何出入或纷争，以英文版合同为准。

57. The Agreement shall come into force after signed by legal representatives or specially authorized agents of both Parties or sealed by both Parties and on condition that the exhibition is approved by the Ministry of Culture of the People's Republic of China.

本协议由甲乙双方的法定代表人或特别授权的委托代理人签字或甲乙双方盖章，并经中华人民共和国文化部批准后，本协议发生法律效力。

THUS agreed to and signed at Cape Town on this 15 day of MARCH 2018.
借出方于 2018 年 月 日签署本协议。

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

签署人：南非 Iziko 博物馆联盟代表 首席执行官 Rooksana Omar 女士[借出方]



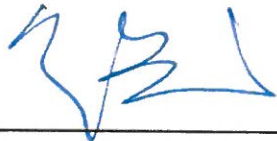
Ms Rooksana Omar

THUS done and signed at Beijing on this 13th day of March 2018.

借入方于 2018 年 月 日签署本协议。

By Wu Weishan for and on behalf of the National Art Museum of China in his/her capacity as Director.

签署人：中国美术馆代表 馆长 吴为山



(此处应有签字人的印刷体签名，见借入方例)

APPENDIX 1

附录 1

List of loan material

出借展品列表

Accession number	Title	Artist	Date
SAM-AA/RA/659	Engraved ostrich on rock	Unrecorded artist	c. 2000 BP
UCT 38/46	Engraved ostrich eggshell	Unrecorded artist	19th century
SH2011/98	Nozi (vessel)	Andile Dyalvane	2011
SH2011/163	Isicholo - Married Zulu Woman's Hat	Unrecorded artist	2008
SAM-AA 8938/cast	Blombos Ochre (cast)	Unrecorded artist	2005
SH2011/113	Leaf Thread (vessel)	Ian Garrett	2011
SAM-AA/RAR/Stow35	Rock art reproduction	George Stow	1865
SANG 55/6	Fisherman Drawing Nets	Walter Battiss	1955
SANG 65/76	The Revelation of St Johns	Azaria Mbatha	1965
SANG 66/39	Two Arabs, Dakar	Irma Stern	1938
SH2009/54	Madiba Embroidered Cloth	Sarah Mnisi	2008
SANG 89/25	Piling Wreckage Upon Wreckage	Penny Siopis	1989
SANG2008/12	The Missing Ones	Willie Bester	2007

编号	品名	艺术家	日期
----	----	-----	----



SAM-AA/RA/659	鸵鸟纹样石刻	无名	约 2000 年前
UCT 38/46	纹饰鸵鸟蛋壳	无名	19 世纪
SH2011/98	诺齐 (瓶)	安迪勒·迪尔温	2011 年
SH2011/163	Isicholo - 祖鲁族已婚妇女的帽子	无名	2008 年
SAM-AA 8938/cast	布隆伯斯赭石 (铸件)	无名	2005 年
SH2011/113	叶脉 (瓶)	伊恩·加勒特	2011 年
SAM-AA/RAR/Stow35	岩画复刻	乔治·斯顿	1865 年
SANG 55/6	渔夫收网	瓦尔特·巴蒂斯	1955 年
SANG 65/76	圣约翰的启示	阿扎里亚·巴萨	1965 年
SANG 66/39	达喀尔的两个阿拉伯人	伊尔玛·斯特恩	1938 年
SH2009/54	曼德拉绣花布	萨拉·尼西	2008 年
SANG 89/25	堆积的残骸	潘尼·西佩斯	1989 年
SANG2008/12	失踪的孩子们	威利·贝斯特	2007 年