

RIJKS MUSEUM

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Museumstraat 1
Postbus 74888
1070 DN Amsterdam
Nederland

Ms. J. Bergh
P.O. Box 577
Hartbeespoort, 0216
South Africa

Amsterdam, February 2016

Our reference: 160261-U IB2959

Exhibition 2017:
South-Africa: Good Hope (working title)

Dear Ms. J. Bergh,

The Rijksmuseum is planning to mount a major exhibition exploring the complex history of relations between the Netherlands and South Africa from the early seventeenth century up to the final decade of the twentieth century. With the provisional title *Good Hope* the exhibition will take place from February 18 through May 21, 2017 in the ten substantial galleries of the museum's dedicated exhibitions wing.

This will be the first occasion that such an exhibition will be shown in The Netherlands, and it will be accompanied by a scholarly publication with contributions by a selection of prominent Netherlandish and South African scholars, examining all aspects of the subject and published in both English and Dutch.

As you well know, and as we hope to remind our public, the Netherlands and South Africa have had a closely woven shared history from 1652, when the Dutch East India Company established a refreshment station at the Cape for ships trading between the Netherlands and the Indies. The (initially unforeseen) expansion of the Cape into a colony, the creation of a distinctly 'Cape Dutch' culture, and the introduction and establishment of Islamic cultures via the slaves and 'bannelingen' (exiles) imported by the Dutch, will all be examined. Central to the first part of the exhibition will be the Rijksmuseum's own collection of water-colours established by the Dutch explorer and soldier, Robert Jacob Gordon, which charts the physical extent, the population, and the natural history of the colony in the final days of VOC rule. The continued Dutch interest in the 'Boer Republics', and involvement of Netherlanders in the expansion of South Africa during the nineteenth century will be fully covered, as will the enormous sympathy of the Kingdom of the Netherlands for South Africans of Dutch descent in their struggle against British imperialism. Finally, the groundswell of anti-apartheid feeling in the Netherlands, and the country's contribution to the establishment of a free democracy will be illustrated, ending with the arrival of Nelson Mandela in the Netherlands in 1990 to begin his first tour of Europe as a freed man.

The exhibition will be presented by the Rijksmuseum's department of history, under the supervision of Martine Gosselink, the departmental head, assisted by curators Maria Holtrop, Daniel Horst and Duncan Bull. It is being made possible thanks to the very fruitful relationship that has been built up with museums and collectors internationally (and particularly in South Africa), and underpinned by an unprecedented cultural agreement between the Kingdom of the Netherlands and the Republic of South Africa set out in the enclosed 'Letter of Intent' drawn up by the respective Directors General of both Ministries of Culture, on behalf of their Ministers, and signed on 11th December 2015.

As the National Museum of the Netherlands, and with more than two million visitors per year, the Rijksmuseum is one of world's leading museums, and its success both as an international cultural attraction and as a scholarly institution led to its nomination as European Museum of the year in 2015. We have considerable expertise in the care and transport of international loans, including the most fragile of historical objects such as paintings, ceramics and furniture.

I know that Maria Holtrop and other members of our research team have already been in contact with you, and it is with great pleasure that I now write formally to request the loan of the drawing of Anna de Koningh. As you know, we are delighted that we have found the original object and we are very happy to show such a beautiful object that is linked to slavery in South Africa. For any general questions about the exhibition, its content or its catalogue, please feel free to contact Martine Gosselink (m.gosselink@rijksmuseum.nl).

Should the loan be agreed, the Rijksmuseum will, of course, bear the costs of packing, transport and insurance. For your convenience we enclose two copies of a loan agreement. Our Registrars Office will take care of all formalities and practical matters regarding the loan, would you be so kind as to direct all correspondence to Ms. Wobke Hooites (w.hooites@rijksmuseum.nl).


We very much hope that you will be willing to take part in this exciting venture. Thank you very much for your consideration.

Yours sincerely,



Wim Pijbes
General Director

160261-U IB2959 - Object

Image	Date	Description	Maker	Amount of objects	Object type	Dimensions
	1700-1730	Drawing of Anna de Koningh, who was born a slave, and daughter to slave of Jan van Riebeeck. Eventually she would own many slaves of her own.		1	drawing	38.0 cms across x 47.5 cms vertically – this includes the frame, which is 3.5 cms wide. The actual sketch is therefore 31 cms across and 40.5 cms in height

JOINT UNDERSTANDINGS

On Friday 11 December 2015 a meeting took place in The Hague between:
Mr Nathi Mthethwa, Minister of Arts and Culture of the Republic of South Africa and
Dr Jet Bussemaker, Minister of Education, Culture and Science of the Netherlands

Among the topics they discussed were:

- (I) The exhibition of an important and large collection of 18th century drawings and panorama's from the Rijksmuseum in the South African National Gallery (SANG, Iziko) in 2017/2018. Dutch and South African museums intend to exhibit drawings of South African peoples (as San, Khoi, Xhosa), flora, fauna and landscapes, drawn by a scholar/scientist named Robert Jacob Gordon. The exhibition will be shown only once, in Cape Town, as the drawings are too fragile for further travel.
- (II) The Rijksmuseum intends to organise an exhibition in (spring) 2017 on the relationship between South Africa and the Netherlands, in close cooperation with South African museums and historians. This exhibition will take place in the Rijksmuseum in Amsterdam and will include borrowed art works from South African museums and private collections, if they are willing to lend to the Rijksmuseum.
- (III) In March 2015, acting Director General of the department of Arts and Culture, Mr Vuyo Jack, invited the Netherlands to find ways to assist South African museums with courses on collection management & maintenance. The Cultural Heritage Agency of the Netherlands (The Rijksdienst voor het Cultureel Erfgoed) and the Rijksmuseum expressed their willingness to assist where possible. The organisations concerned will have to make further arrangements on the way this cooperation will be realised.

The Ministers understand that:

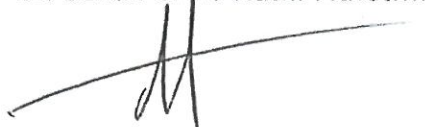
- (1) Organisations involved have sufficient financial resources to organize the exhibitions;
- (2) Organisations involved have jointly decided on the content and conditions of the Exhibition Agreement, including the content and conditions of a list of works, the duration of the exhibitions, the loan conditions, preservation of works, availability of staff, shared costs and local costs;
- (3) Organisations involved have obtained all necessary internal approvals.

The Ministers strongly support these activities and call upon all involved to act in a cooperative way.

Decided and signed in duplicate

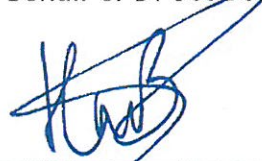
The Hague, 11 December 2015

On behalf of Mr Nathi Mthethwa



Ms Monica Newton
Deputy Director General Institutional
Governance

On behalf of Dr Jet Bussemaker



Ms Hermineke van Bockxmeer
Director of Media and Creative
Industry

LOAN AGREEMENT

This "Loan agreement" by and between

Ms. J. Bergh, Hartbeespoort 0216, South Africa, hereinafter referred to as "the Lender",

and

The civil-law foundation under the laws of the Netherlands Stichting het Rijksmuseum, Museumstraat 1, 1071 XX Amsterdam, the Netherlands, duly represented by its General Director, W.M.J. Pijbes, hereinafter referred to as "the Borrower"

Hereinafter together referred to as "Parties"

The Parties have agreed as follows:

The Lender shall give on loan the following object(s) to:

Title exhibition	South Africa: Good Hope
Date exhibition	2017-02-18 - 2017-05-21
Loan period	2017-01-28 - 2017-06-11

Inventory number	Artist	Title	Date	Material	Outside (frame) measurements	Insurance value
	Anonymus	Drawing of Anna de Koningh	1700-1730	Paper		

hereinafter called "the Loan".

Creditline	
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This Loan agreement is subject to the following terms and conditions:

Article 1: General

1. This Loan agreement shall come into force as from the date of the start of the Loan period and will remain into force until the end of the Loan period.
2. Any extension of the Loan period is subject to the Lender's approval and shall be applied for in writing prior to the expiry of the term. The insurance coverage must be extended accordingly.

Article 2: Obligations of the Borrower

The Borrower shall look after the Loan with such a measure of care and caution as is ordinarily exercised by a prudent and reputable museum and the Borrower shall take any measures, which are essential to ensuring the conservation, preservation, safety and security.

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Article 3: Preservation conditions

1. As regards to preservation conditions the Borrower shall strictly observe and comply with the following requirements during the entire loan period, including transportation:
 - a) A relative humidity of 53% +/- 5% must be maintained.
 - b) Room temperature must be maintained at a constant level of 20° C +/- 2° C.
 - c) The level of light in the exhibition room(s) should be less than 200 lux at all times.
 - d) Light-sensitive objects made of organic material will in no case be exposed to direct sunlight. Particularly sensitive materials, such as paper or tissues should at all times be displayed in artificially lit rooms with a limited light level of maximum 50 lux. The light source has to be provided of a UV protective filter.
2. Separate requirements regarding preservation conditions may be imposed by the Lender in writing, depending on the specific qualities of the Loan to be exhibited.

Article 4: Liability and Insurance

1. The Borrower shall be liable for any damage, loss or theft, subject to the exclusions of the governing insurance policy, occurring while the works are on loan or in transit.
2. The Borrower shall, at its own expense, take out insurance for the Loan covering All Risks, nail to nail, to the value as stated by the Lender in this Loan agreement.
3. Damages and claim settlement will be handled in accordance with the governing insurance policy. In the event of damage to or loss or theft of the Loan, Borrower's liability to Lender will be limited to the proceeds of insurance.
4. The Lender shall be named as the insured party/beneficiary in the insurance.
5. The insurance shall expressly stipulate that the Lender shall retain title if the Loan is damaged and the Lender receives compensation under the insurance.
6. The Borrower shall provide the Lender with an insurance certificate at the latest one week prior to despatch of the Loan.
7. Payments made to the Lender in settlement of claims under the insurance shall release the Borrower from liability as referred to in 4.1.

Article 5: Damage, Repairs and Restoration

1. The Borrower shall immediately notify the Lender of any damage to, changes in or loss or theft of the Loan.
2. In cases of damage and similar incidents requiring immediate action of the Borrower, the Borrower shall maintain continual contact with the Lender.
3. Should damage occur in transit, all packing materials must be saved until the Lender and experts appointed by the Lender have had the opportunity to inspect them.
4. No repairs, restoration work or other kinds of work to the Loan may be carried out without the Lender's prior approval, except for stabilization measures required in cases of emergency.

Article 6: Packing and Transportation

1. The Lender shall be responsible for packing of the Loan prior to the transportation of the Loan to the Borrower. The Loan must be adequately and securely packed for the type of transportation.
2. The Borrower shall be responsible for packing of the Loan for the return transportation of the Loan.
3. The Borrower shall be responsible for making all transport arrangements for the transport of the Loan from the Lender to the premises of the Borrower as well as for the return transport.

Article 7: Condition reports

1. The Lender will prepare a comprehensive condition report of the Loan at the point of packing on collection from the Lender. On receiving the Loan the Borrower will check its condition and will note any changes in the condition in the condition report.
2. The condition of the Loan will also be checked on any occasion when the Loan is transferred to another location during the loan period.
3. On departure the same procedure will be adopted. Any evident change in the condition of the Loan will be reported immediately to the Lender.

Article 8: Costs and Expenses

The Borrower shall bear the costs in connection with this Loan agreement, including and limited to costs and expenses of insurance, packing, transportation and escorting.

Article 9: Third party loan agreements

Without the written consent of the Lender, third party loan agreements are not allowed.

Article 10: Photography and publication

1. The Borrower is entitled to photograph the Loan for purposes related to the exhibition.
2. Upon request the Borrower shall provide the Lender with high res photographic material of the Loan.
3. The Borrower is granted permission to use the photographic material on its website, and for promotional and educational materials related to the exhibition.
4. If a catalogue or other publication is published to accompany the exhibition the Borrower shall provide two copies to the Lender, as soon as it comes available.
5. Save if stated otherwise, the Lender wishes the Loan to be identified in any catalogue and on labels, as it is described on the first page of this Loan agreement.

Article 11: Miscellaneous

1. Parties shall treat all information concerning the Loan as strictly confidential and shall not disclose any particulars thereof to third parties (except third parties with a need to know such information for the purposes of carrying out the obligations under this Loan agreement, including legal, financial and other advisors).
2. None of the parties shall transfer any part of this Loan agreement or its obligations under it without the prior written consent of the other party, which consent shall not be unreasonably withheld.
3. In the event that any clause or any part of any clause in this Loan agreement is declared invalid or unenforceable, it shall be divisible from this Loan agreement and shall be deleted from this Loan agreement. Parties shall negotiate in good faith to modify this Loan agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner. All other provisions contained in this Loan agreement shall remain in full force and effect and shall not be affected for the term of this Loan agreement.
4. This Loan agreement, and the documents referred to in it, constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Loan agreement.
5. This Loan agreement may only be amended by a document in writing signed by a duly authorised officer of each party.
6. Each party shall promptly inform the other party in writing of any event or situation that may necessitate a revised or new agreement between parties.

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Article 12: Applicable law and dispute resolution

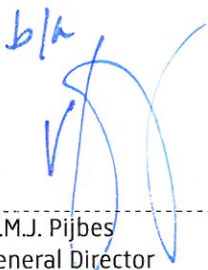
1. This Loan agreement and any disputes or claims arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the Netherlands.
2. The Parties undertake to make their best efforts to settle amicably any disputes, controversies, and/or claims arising out of, or in relation to this Loan agreement, including the validity, invalidity, breach, or termination of the Loan agreement.
3. If they fail to do so, any such disputes, controversies and or claims arising out of or in connection with the present Loan agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with the said Rules.
4. The arbitration shall be confidential.
5. The arbitral tribunal shall decide as amiable compositeur.
6. The place of arbitration shall be Paris, France.
7. The arbitration shall be conducted in the English language.

In witness whereof this Loan agreement was drawn up and signed in duplicate in:

Place:, Date:

Amsterdam, February 23, 2016

Name:
Position:

b/k


W.M.J. Pijbes
General Director
Rijksmuseum

Please return one counter signed copy to:

Rijksmuseum
Attn. Archief
Postbus 74888
1070 DN AMSTERDAM
The Netherlands