



an agency of the
Department of Arts and Culture

LOAN AGREEMENT

Between

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

Represented by:

Ms Rooksana Omar
Chief Executive Officer

(Hereafter known as the "Lender")

and

Stedelijk Museum Alkmaar
Canadaplein 1, 1811 KE Alkmaar, The Netherlands

Represented by:

Mrs Drs L.K. de Koekkoek
Director

(Hereafter known as the "Borrower")

and

Of the following object:

Caesar van Everdingen (*Trompe-l'oeil with the a bust of Adonis* (1666); Michaelis Collection.

Accession number: MC 14/20

And is subject to the following conditions:

A handwritten signature in blue ink, appearing to be "L.K.", located at the bottom left of the page.

Handwritten initials in blue ink, possibly "R.O.", located at the bottom right of the page.

TERMS AND CONDITIONS

GENERAL

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 Stedelijk Museum Alkmaar, (the Borrower) for display at the exhibition called ***Caesar van Everdingen, Painting Beauty*** at the Stedelijk Museum Alkmaar located at Canadaplein 1, 1811 KE Alkmaar, The Netherlands ("the premises").
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.
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.

TERM AND TERMINATION

4. The loan is for the fixed period from **9 September 2016 to 5 February 2017**.
5. The fixed period includes time for transport, unpacking, acclimatization, installation, de-installation, repacking and return of the loan objects.
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 objects 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, 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.

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 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 measure 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.

CARE AND PRESERVATION

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.

13. The Borrower will complete the Lender's Facilities Report, or provide an acceptable report of its own, to formally present its information (see 30). It is understood by both parties that the loan objects are 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 objects, which in the Borrower's opinion show evidence of infestation, may be fumigated at the discretion of the Lender 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.
15. The loan objects may not be treated or modified in any way without the written permission of the Lender.
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.
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.

CALAMITIES

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 Collections Manager of Iziko Museums of South Africa Art Collections Department immediately, and send a detailed written report to the Lender within 48 hours.

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 objects leave the Lender's premises.

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

22. The loan objects 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 amounts specified by the Lender in Appendix 1, or as subsequently amended. If the Lender fails to specify an amount, the Borrower is hereby authorised 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 all loan objects have 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 condition reports on all the loan objects. A condition report is a separate document compiled by the Conservation Unit of the Iziko Museums of South Africa; Art Collections Department.
- 25 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 Museums of South Africa: Art Collections Department.

ENVIRONMENT

- 26 The loan objects must at all times be protected from shock, surface damage, insects, rodents, and mould, and temperature and humidity fluctuations.
- 27 Iziko Art Collections Department's Facilities Report, or an equivalent report from the Borrower, detailing satisfactory environmental controls at the Borrower's premises must be submitted to the Iziko Social History Collections Department.
- 28 The loan will only be confirmed when the Lender has received and approved the 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 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.

PACKING, TRANSPORT, SHIPPING

- 31 Suitable 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 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.

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

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 returned packed in the same or similar materials as received unless otherwise authorised by the Lender.

COURIERS

36 One courier appointed by the Lender must accompany the objects during transit and installation/de-installation. Courier costs will be borne by the Borrower and will include a business class (or economy plus class if business class is not available from the Borrower's sponsoring airline pursuant to the terms of a separate agreement) return ticket to the Netherlands for installation and de-installation of the loaned objects as well as four days' worth of per diem, and three nights' accommodation.

CUSTOMS

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.

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) arrange and pay for their appointed agents to meet and escort the shipment and courier on entry or exit to or from the Netherlands in order to ensure safe movement of the loan objects.
 - (iii) prepare all necessary Netherlands and import/export documentation.
 - (iv) pay for any applicable Netherlands import fees, taxes or duties, including VAT.
- (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.

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 objects, 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 objects 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 objects on display. If used, credits must be displayed on object labels.
- 43 The Lender must always be acknowledged as the owner of the loan objects 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 objects. The decision to give the necessary permission, however, rests with these institutions and is not the responsibility of the Lender.

46 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)

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 telephone discussion or any other means possible).

48 If however parties fail to resolve any dispute that has arisen between them within thirty (30) 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 ("Foundation") of South Africa by an arbitrator/s appointed by the Foundation.

MISCELLANEOUS

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

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 30 day of August 2016.

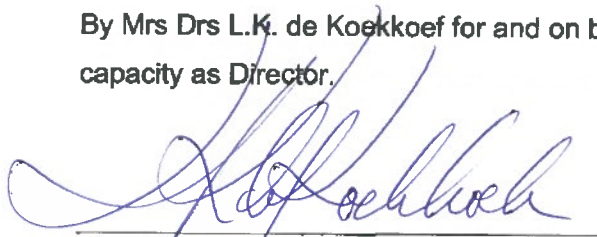
By Ms Rooksana Omar [Lender] for and on behalf of Iziko Museums of South Africa in her capacity as CEO.



Ms Rooksana Omar

THUS done and signed at Alkmaar on this 6 day of September 2016.

By Mrs Drs L.K. de Koekkoek for and on behalf of the Stedelijk Museum Alkmaar in her capacity as Director.



Mrs Drs L.K. de Koekkoek (Director)

APPENDIX 1

List of loan material with insurance valuations

Artist name, title of the work and date	Accession number	Valuation (Euros)
Caesar van Everdingen (<i>Trompe-l'oeil with a bust of Adonis</i>) 1666	MC 14/20	2 000 000.00
Total		2 000 000.00

Two Million Euros.

