

Exhibition Loan-in Agreement

This loan agreement sets out the terms and conditions upon which a work of art is lent to Tate for a particular exhibition. This loan agreement covers display of the work of art at Tate ("the Work of Art").

The lender is asked to fill in the details on the front of this Agreement, sign the Agreement and take note of the terms and conditions attached.

THIS AGREEMENT is made the 2nd day of July 2014

1. BORROWER

The Board of Trustees of the Tate Gallery
Tate Gallery
Millbank
London
SW1P 4RG
England

Contact: Caroline McCarthy

Tel: +44 (0)20 7401 5208

Email: Caroline.McCarthy@tate.org.uk

2. LENDER / OWNER OF THE WORK

Slovak National Gallery, Bratislava (Slovenská národná galéria)
(Bratislava, Slovakia)
Riečna 1
Bratislava 1
815 13
Slovakia

Contact: MARIA BOHUMELOVA

Tel: +421 (0) 220476114

Email: MARIA.BOHUMELOVA@SNG.SK;
REGISTER@SNG.SK

If you are acting as agent for the Lender/Owner, please give the Lender/Owner's name and address for indemnity purposes above (2) and your own name and address in the space below (3).

3. LENDER'S AGENT

Address:

Contact:

Tel:

Email:

4. PLEASE RETURN COMPLETED FORM TO

Caroline McCarthy
Tate Modern
Bankside
London
SE1 9TG
England

LOAN PERIOD

Approximate date of collection from Lender: - exact date to be agreed

Approximate date of return to Lender: - exact date to be agreed

EXHIBITION

The World Goes Pop

TOUR VENUES AND DATES

Tate Modern (London, UK)
~~Pinacoteca do Estado (São Paulo, Brazil)~~

15/09/2015 - 24/01/2016

ADDRESS FOR COLLECTION of Work of Art
(please complete if different from Lender's address):

ADDRESS FOR RETURN of Work of Art (see clause 17):

tel:

email:

tel:

email:

OBJECT

Artist: _____

Title: _____

Date: _____

Medium: _____

Inventory Number: _____

Agreed for: _____

Tate Modern (London, UK), Pinacoteca do Estado (São Paulo, Brazil)

Dimensions un-framed/un-mounted:

Height (mm) _____

Width (mm) _____

Depth (mm) _____

Weight (kgs) _____

Dimensions framed/mounted:

Height (mm) _____

Width (mm) _____

Depth (mm) _____

Weight (kgs) _____

Is the work framed? ☐ YES ☒ NODoes the frame have glass? ☐ YES ☒ NODoes the frame have plexiglass? ☐ YES ☒ NOCan the Borrower remove existing fittings? ☐ YES ☒ NO**PROVENANCE****Please provide:**

a) Date you acquired the Work of Art _____

b) From whom you acquired the Work of Art _____

c) Provenance information showing previous owners, sales, exhibitions or publications (attach details as appropriate) _____

NOVEMBER 17, 1993
FROM THE AUTHORAre you aware of any third party entitlement to ownership of the work of art? ☐ YES ☒ NO

If "Yes" please provide details: _____

Do you require Immunity from Seizure? ☐ YES ☒ NO

For information see: _____

<http://www.tate.org.uk/about/who-we-are/policies-and-procedures/immunity-from-seizure>For UK tax purposes only, has the Work of Art been accepted in lieu of tax by HM Revenue & Customs? If "Yes" please state the amount of tax that was satisfied ☐ YES ☐ NO**VALUE OF THE WORK OF ART FOR INDEMNITY/INSURANCE PURPOSES (see clause 7 for details):****Value:** Please specify currency _____**CREDIT LINE:** please provide details of how the Lender wishes to be named in the catalogue and on the Exhibition label:

Credit Line: SLOVENSKA 'NÁRODNÁ' GALÉRIA + in catalogue language

REPRODUCTION (see Definitions and clause 8):**COPYRIGHT IN THE WORK OF ART**Is the Lender the copyright holder in the actual Work of Art? ☒ YES ☐ NO

If "no" please supply contact details of the copyright holder if known: _____

PERMISSION FOR THE BORROWER TO PHOTOGRAPH THE WORK OF ARTDoes the Lender grant the Borrower and Tour Venues permission to film and photograph the actual Work of Art in Press and Media coverage? ☒ YES ☐ NOCan the Lender supply a photograph/digital file of the Work of Art? ☒ YES ☐ NO**PLEASE SUPPLY CONTACT DETAILS FOR THE PERSON RESPONSIBLE FOR SENDING A PHOTOGRAPH/DIGITAL FILE:**

MARIA BOHUMELOVA MARIA.BOHUMELOVA@SNG.SK

If the Lender cannot supply a photograph/digital file of the Work of Art then please ignore the following section.

PERMISSION FOR THE BORROWER TO REPRODUCE THE PHOTOGRAPHY OF THE WORK OF ARTDoes the Lender hold copyright in the photograph/digital file of the Work of Art? ☒ YES ☐ NO

If "no" please supply contact details of the copyright holder in the photograph/digital file if known: _____

If "yes" as copyright holder of the photograph/digital file of the Work of Art:
Does the Lender grant the Borrower permission to reproduce the photograph/digital file:

YES NO

- a) In all press publicity and the Borrower's marketing promotion in connection with the exhibition?
- b) In all the Borrower's Exhibition education and interpretation material including the Borrower's website and other digital media platforms?
- c) In the Borrower's Exhibition catalogue and any accompanying publications and guides?
- d) For supply to other Exhibition Tour Venues for non-commercial purposes?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

PHOTOGRAPHY CREDIT LINE : please provide details of how the Lender as copyright holder of the photograph/digital file wishes to be named.

SLOVAK NATIONAL GALLERY, BRATISLAVA

COMMERICAL MERCHANDISE: if the Borrower wishes to reproduce the Work of Art for commercial merchandise the Lender will be contacted separately by Tate Enterprises Ltd (a wholly owned subsidiary of Tate) or relevant Tour Venue.

As evidence that you have read, understood and agreed the following terms and conditions of loan which appear at the end of this document, we request that you sign this loan agreement where indicated on the final page.

TERMS AND CONDITIONS

The Lender has agreed to lend the Work of Art to the Borrower on the terms of this Agreement.

1. Definition and Interpretation

- 1.1 In addition to the words defined in bold and upper case on the face of this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:
- | | |
|------------------------------|---|
| British Government Indemnity | the indemnity offered by the British Government in accordance with the provisions of the National Heritage Act 1980 (as amended from time to time); |
| Condition Report | the individual report prepared in respect of the Work of Art to document its condition throughout the Loan Period; |
| Reproduction | any form of reproduction including, but not limited to, photography, film, digital image and television coverage; |
| Tate Sites | means any property owned or occupied by Tate, including Tate Britain, Tate Modern, Tate Liverpool, Tate St Ives and Southwark Store; |
- 1.2 Headings are for convenience only and shall not affect the interpretation of this Agreement;
- 1.3 Where the context so admits:
- words importing the singular include the plural and vice versa;
 - words denoting the masculine gender include the feminine.
- 1.4 Reference to a Clause is to a Clause of this Agreement unless otherwise specified.
- 1.5 Reference to any enactment shall be construed as a reference to the enactment as amended or re-enacted by any subsequent enactment, order, regulation or instrument.

2. The Loan

- 2.1 The Lender represents and warrants to Tate that:-
- The Lender is the sole owner of the Work of Art free from liens, charges and encumbrances;
 - The Work of Art is free from third party rights or claims of any kind;
 - To the knowledge of the Lender having made all reasonable enquiries no claim in respect of the Work of Art has been suggested, threatened, notified or made by any third party at any time;
 - The Lender is free to enter into and perform its obligations under this Agreement and no consent from any third party is required; and
 - The Work of Art is not subject to any ongoing negotiations for its sale and that no such negotiations will be undertaken during the loan period.
- 2.2 The Lender agrees to lend the Work of Art to the Borrower and the Borrower agrees to accept the Work of Art on loan subject to the terms of this Agreement.
- 2.3 The Lender hereby agrees to the Borrower lending the Work of Art to the Tour Venues on the terms and conditions of this Agreement.

3. Duration and Expenses of the Loan

- 3.1 The Loan shall be for the Loan Period, unless terminated earlier in accordance with this Agreement.
- 3.2 Subject to the provisions in Clauses 10 and 17, the Borrower, or the Tour Venues, shall cover all reasonable expenses associated with the Loan.

4. Credits and Acknowledgements

- 4.1 The Credit Line shall be displayed in the Exhibition and in any printed material in which the Work of Art is reproduced.

5. Condition Reports and Procedures in the Event of Loss or Damage

- 5.1 The Borrower shall produce a Condition Report for the Work of Art as soon as reasonably practicable on receipt of the Work of Art at Tate Sites. The Condition report shall be signed and dated by a member of the Borrower's staff.
- 5.2 A suitably qualified member of the Borrower's staff or Tour Venue's staff shall regularly check the condition of the Work of Art throughout the Loan Period. Any change in the condition of the Work of Art shall be noted on the Condition Report and shall be immediately reported in writing to the Lender.
- 5.3 Save as set out herein, the Borrower shall not carry out or allow the Tour Venues to carry out any conservation on the Work of Art without the prior written consent of the Lender. In situations requiring immediate action the Lender may provide verbal consent and direction concerning any necessary treatment or handling of the Work of Art. In the event of an emergency when the Lender cannot be contacted a suitably qualified member of the Borrower's staff or Tour Venue's staff may take appropriate action.
- 5.4 The Borrower shall amend the Condition Report accordingly and shall provide the Lender with a full report of any work carried out on the Work of Art in accordance with Clause 5.3
- 5.5 If the Work of Art is damaged, lost or stolen the Borrower shall immediately inform the Lender in writing of the event and the cause, if known.
- 5.6 The Borrower shall, or the Tour Venues shall, photograph any damage or change in the condition of the Work of Art at the time the damage or change in condition is discovered and the photograph shall be included in the Condition Report and the report to the Lender.

6. Security and Safety

- 6.1 The Borrower shall be responsible for and shall ensure the Tour Venues are responsible for the security of the Work of Art throughout the Loan Period in accordance with recognised museum standards.

7. Insurance and Loss

- 7.1 The Borrower shall ensure the Work of Art is indemnified or insured for the duration of the Loan Period.
- 7.2 Unless agreed otherwise in advance in writing with the Lender, the Borrower shall obtain British Government Indemnity cover for the Work of Art from
- collection from the Lender or Lender's designated collection address by the Borrower's agent, or
 - from condition reporting at time of unpacking on arrival at Tate Sites, or
 - from condition reporting at time of re-packing at the previous Tour Venue,
- until
- condition reporting at time of re-packing at Tate Sites, or
 - condition reporting at time of unpacking at the next Tour Venue, or
 - return to Lender or Lender's designated address

The Borrower shall notify the Lender of the exact start and end dates for the British Government Indemnity cover in a separate letter.

- 7.3 British Government Indemnity provides the Lender with cover in respect of any loss or damage to the Work of Art. It includes cover for acts of terrorism, riot, civil commotion, piracy and hijacking. However, British Government Indemnity shall not cover, and the Borrower shall not be under any liability in respect of any loss or damage to the Work of Art arising from:
- the negligence or other wrongful acts of the Lender or its servants or agents;

- ii. the condition (including inherent vice or pre-existing flaws) of the Work of Art at the beginning of the Loan Period;
 - iii. a third party claiming to be entitled to the Work of Art;
 - iv. war, hostilities or war-like operations;
 - v. restoration or conservation work undertaken to the Work of Art by the Borrower, his servants or agents with the agreement of the Lender.
- 7.4 During the tour of the Exhibition, unless otherwise agreed in writing with the Lender, when not indemnified under the British Government Indemnity Scheme, the Work of Art shall be indemnified or insured by the Tour Venues. The Lender acknowledges that Tate shall provide coverage for the Work of Art under British Government Indemnity. The Lender agrees that Tate can only be liable for any claim for damage or loss to the Work of Art attributable to the period during which the work is covered by British Government Indemnity. The Lender acknowledges that the respective Tour Venues shall provide coverage for the Work of Art under commercial insurance or government indemnity. The Lender agrees that the Tour Venues can separately only be liable for any claim for damage or loss to the Work of Art attributable to the period during which the work is covered by insurance/indemnity arranged by the respective Tour Venue.
- 7.5 Any liability which the Borrower or the Tour Venues may incur to the Lender arising out of the loan of the Work of Art shall not exceed the Value of the Work of Art for Indemnity/Insurance.
- 7.6 If the Lender elects to maintain his own insurance, the Borrower and Tour Venues shall be supplied with a certificate of insurance including a waiver of subrogation against the Borrower or Tour Venues or naming the Borrower and Tour Venues as "additionally insured". If the Lender fails to supply such a certificate, the Borrower and Tour Venues shall be released for any liability in connection with the Work of Art.
- 8. Photography, Reproductions and Publicity**
- 8.1 The Lender hereby gives permission for the Reproduction for the Work of Art as set out on the front of this Agreement, but only if any Reproduction is supervised by an appropriate member of the Borrower's or Tour Venue's staff.
- 8.2 The Borrower shall not be responsible for any unauthorised Reproduction or photography of the Work of Art.
- 8.3 Please note that, in order to comply with statutory duty or non-commercial public administration processes, situations may arise where Tate is obliged to reproduce Lender photography of the Work of Art, or create new photography where none is available, without obtaining permission from any relevant copyright holders.
- 9. No Assignment/Amendment Without Consent**
- 9.1 This Agreement is personal as between the parties and neither the Lender nor the Borrower can assign the benefit of this Agreement without the other's prior written consent.
- 9.2 No amendment or addition to this Agreement shall be made unless made in writing and executed by the parties.
- 10. Termination**
- 10.1 The Lender may recall the Work of Art during the Loan Period after giving the Borrower not less than 14 days written notice of its intention to do so. Any such return shall be at the Lender's cost.
- 10.2 The Borrower may return the Work of Art to the Lender during the Loan Period after giving the Lender not less than 14 days written notice of its intention to do so. Any such return shall be at the Borrower's cost.
- 10.3 Either party shall be entitled to terminate this Agreement forthwith if the other commits a serious breach of this Agreement. The party in breach shall be responsible for all costs resulting from the breach.
- 10.4 If either party terminates this Agreement the Borrower shall immediately return the Work of Art to the Lender.
- 10.5 Notwithstanding termination of this Agreement Clauses 6,7,12,15 and 16 shall survive.
- 11. No Joint Venture or Partnership**
- 11.1 The parties are not partners or joint venturers nor is the Borrower entitled to represent itself as agent for the Lender nor pledge the Lender's credit.
- 12. Governing Law**
- 12.1 This Agreement shall be governed by and construed in accordance with English law.
- 13. Force Majeure**
- 13.1 The obligations of each party under this Agreement shall be suspended during the period and to the extent that such party is prevented or hindered from complying with these obligations by any cause beyond its reasonable control (an "Event of Force Majeure") which shall include but not be limited to strikes, malicious damage, breakdown of plant or machinery, fire or flood.
- 13.2 In the event of either party being so hindered or prevented, it shall give to the other written notice of suspension and the Event of Force Majeure as soon as reasonably possible. Any party whose obligations have been so suspended shall resume performance of these obligations as soon as reasonably possible, and notify the other party accordingly. In the event that either party is unable to resume its obligations as a result of an Event of Force Majeure for more than 1 month either party may terminate this Agreement forthwith by notice in writing.
- 14. Notices**
- 14.1 Notices to be given by either party shall be in writing, unless otherwise specified in this Agreement, and shall be deemed to be duly given if sent by post, facsimile or by electronic mail.
- 15. Disputes**
- 15.1 If any difference or dispute shall arise between the Borrower and the Lender arising directly or indirectly from this Agreement then the Borrower and Lender shall first use their reasonable endeavours to reach a mutually satisfactory agreement. Failing agreement, the dispute shall be referred to the arbitration of two persons (one to be named by each party) or to a mutually agreed umpire in accordance with the provisions of the Arbitration Act 1996, or any amending or substitute statute from time to time in force.
- 16. Entire Agreement**
- 16.1 This Agreement represents the entire understanding of the parties with respect to this Agreement and supercedes all other agreements and representations with respect to these matters made either orally or in writing
- 17. Change of Ownership**
- 17.1 The Lender shall notify the Borrower in writing as soon as reasonably possible, of any changes in the status of the Work of Art's ownership, whether by reason of death, sale, insolvency, gift or otherwise.
- 17.2 The Borrower may require the new owner to establish his legal title to the Work of Art prior to the Work of Art being handed to him.
- 17.3 If the Return Address changes during the Loan Period the Lender (or new owner) shall pay any difference in the charges for delivery of the Work of Art.
- 17.4 If the Work of Art is sold during the Loan Period, the Lender (or new owner) shall pay for any associated costs, including, but not limited to, insurance, storage, customs, packing and/or shipping.
- 18. Confidentiality**
- Tate agrees that the contents of this Agreement and all information provided by the Lender relating to the loan of the Work of Art under it are confidential and may be shared with all other Venues, but will not be disclosed to any third party other than as may be required by law or as may be agreed between the parties.

As evidence that you have read, understood and agreed the terms and conditions of loan, we request that you sign this loan agreement where indicated below.

Signed

For and behalf of the Board of Trustees of the Tate Gallery (the Borrower)

Signed

By/For and behalf of the Lender