

LOAN AGREEMENT

between: **Theatre Institute of Bratislava (Divadelný ústav v Bratislave)**

Address: Jakubovo nám. 12, 813 57 Bratislava
Telephone: +421 2 20487103
Director: Vladislava Fekete, ArtD.
Curator of the exhibition: Zuzana Nemcova
Contact person: Marko Popović
Tel:
Email:

(Borrower)

and

the National Széchényi Library

Address: H-1827 Budapest, Buda Palace, Wing F
Telephone: 0036 122 43700
Fax: 0036 120 20804
Director General: Judit Hammerstein
Commercial director: Barbara Domonkos
Contact person: Eszter Konrád
Tel:
Email:

(Lender)

On the following terms:

Title of the exhibition: **A Century of Theatre – Traces and Stances**
Place of the exhibition: **SNM – Museum of History
Vajanského nábr. 2, 810 06 Bratislava 16, Slovakia**

Duration of the exhibition: 27 February 2020 – 05 October 2020

Duration of the loan: Maximum 3 months, from 15.02.2020 till 27.05.2020.

Catalogue of the exhibition: yes

Short description of other publications, advertising and promotional material related to the exhibition: catalogue, leaflet, accompanying booklet, homepage

Lender shall lend to the Borrower the following objects/documents (objects) for the above-mentioned exhibition: List of the documents attached (Annex. 1.)

1.

The copyright on digital reproductions remains with the Lender, the owning institution. Borrower receives an irrevocable, non exclusive and royalties-free right of use for the purposes of the exhibition, which is valid only for publications as part of the exhibition. The Borrower may not make any other – commercial or non-commercial – use of the copies. Two of the digital copies of books that can be exhibited only in a digitized form (OSzK Quart. Hung FU/433 fol.55v; OSzK, RMK II. 765, the image of Peter Eisenberg) are allowed to be used in the accompanying travel exhibition between 26 November 2019 and 31 December 2020.

2.

The art objects shall be handled over on the basis of the Condition Description (Annex 1 to the Loan Agreement) issued by Lender. At the end of the loan period, the condition of the art object shall be controlled on the basis of the same description.

3.

Borrower shall be liable for the destruction, loss or any kind of damage to the borrowed objects during the loan period. This compensation liability is valid also in cases when the damage occurs in consequence of the activity or default of the partners of or undertakings charged by the Borrower. The loan period begins with the removing of the objects from their original place and ends with the objects returning to the Lender. The conditions regarding the safety and the protection of the art object(s) are stated in Annex 2 to the Loan Agreement. Borrower shall, without delay, inform Lender of any damage to the borrowed objects.

In the case of total loss, Borrower shall pay the insured value stated in Paragraph 2 of this Agreement. In case of any other damage, payment is established by a group of experts delegated on parity by both Parties. If the delegates of the Parties judge the measure of damage in various ways, and the Parties could not agree on the measure of compensation, Lender shall appoint an independent expert to the loss assessment. Borrower shall bear all

costs incurred in connection with the compensation dispute. If Borrower does not accept the loss assessment made by the independent expert, further proceeding shall be made by the court, according to the residence of Lender.

4.

Borrower shall insure the objects during the loan period against all damages and risks, in particular against loss and destruction or damage (including natural disasters). The sum insured must correspond to the insured value stated in Paragraph 2 of this Agreement. The insurance is based on the liability of UNIQA Österreich Versicherungen AG Kunstversicherung, Untere Donaustraße 21, 1029 Wien and certified by the statement of liability, constituting an integral part of this agreement (Conditions of liability). The method of shipment is stated in Annex 2 of this Agreement. Borrower is obliged to pay the costs of the shipment outbound and inbound and also the costs of packing.

5.

Borrower shall commit himself not to change the borrowed object in any way. This particularly includes carrying out or having carried out any sort of restoration or cleaning work on the borrowed object.

Taking photographs of the object is only allowed with the written consent of Lender. The object shall be exhibited in closed show-cases and in a manner determined by Lender. The show-cases shall not be opened, unless the loaned object is endangered for any reason. Borrower shall, without delay, inform Lender of the removal of the endangered borrowed object.

6.

Borrower should insure the right of viewing the object for Lender or the delegate of Lender at all times.

7.

The object must be returned immediately at the end of the loan period stated in this Agreement. Any modification of the date of returning is only allowed with the written consent of Lender, and shall be requested in written form including the reasons for modification.

8.

In case of any damage to the loaned object or if the conditions prescribed in this Agreement are not granted, Lender is entitled to ask for the objects back before the end of the loan period. Borrower is obliged to pay the costs of shipment also in this case.

9.

Borrower is obliged to indicate the place of origin of the borrowed objects at the exhibition, in the catalogue and in any other publication or promotion material related to the exhibition.

10.

Any photographs of the loaned objects – or other objects belonging to Lender’s collection which shall not be exhibited in original but Borrower intends to present it through a reproduction –shall be made by Lender. Borrower shall bear the costs of the photographs taken of the object at Borrower’s request. Borrower shall commit himself to use the reproductions only for the purposes of the exhibition and of the publications related to it. Lender forbears to the publication fees, in exchange for this, Borrower shall give three copies of the catalogue to Lender free of charge.

11.

Lender lays claim to two original copies of the present Agreement.

12.

All expenses incurred due to the conclusion and fulfilment of this Agreement shall be born by Borrower.

13.

The Parties appoint the court according to the residence of Lender in any law cases that may arise. Any amendments to this treaty should be made in writing. In other cases, the regulations of the current civil code of Hungary are effective, if the points of the treaty do not have it otherwise.

Lender

Budapest,

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Judit Hammerstein

Director General
National Széchényi Library

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Barbara Domonkos

Chief Financial Officer
National Széchényi Library

Ferenc Földesi, Director of Special Collections:

István Elbe, Director of Information Services:

dr. László Boka, Director of Research and Academic Affairs:

dr. Ilona Seres, legal countersignatory:

Tibor Lukács, Head of Security Department:

Borrower

Bratislava,

.....

Mgr. art. Vladislava Fekete, ArtD

Director
Divadelný ústav v Bratislave

ANNEX 1
to the LOAN AGREEMENT
CONDITION DESCRIPTION

Title of the exhibition: A Century of Theatre – Traces and Trances

General description of the object's condition:

See the attached *condition report*

Description of the pages to be shown / exhibited:

Lender

Budapest,

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Director General
National Széchényi Library

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Barbara Domonkos
Chief Financial Officer
National Széchényi Library

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Director

Divadelný ústav v Bratislave

Condition report

Inventory number	Title	Condition report	Insured value
Gymn. 327	Noverre, Jean Georges – Vogt, Peter: Die Horazier und Kuriazier. Ein tragisches Ballet in fünf Aufzügen, von Erfindung des Herrn Noverrs nachgeamt vom Herrn Peter Vogt Balletmeister bey der Wahrischen Gesellschaft. Vorgestellt auf dem Pressburger neuen Theater. [Pressburg], ny. n., 1779. - [12] fol.	170 x 97 x 2 mm Original paper brochure with bronze varnish paper cover; there is a handwriting in ink on it. The cover sheets are abraded. The handmade paper sheets are undamaged and slightly yellow. The title page is undamaged, there is a tiny brown spot in the middle at the bottom.	500.000 HUF
Gymn. 328	Noverre, Jean Georges – Schmallögger, Joseph: Medea und Jason. Ein tragisches Ballet. Von Erfindung des Herrn Noverrs, Balletmeister am kaiserlichten königlichen Hofe, Tanzmeister der allerdurchlauchtigsten Familie, und mitglied der königlichen Akademie des Tanzes zu Paris. Nachgeahmet vom Herrn Joseph Schmallögger, dermaligen	170 x 103 x 1 mm Original paper brochure with block printed paper cover; there is a handwriting in ink on it. The corners of the cover sheets are broken, the front cover is palely spotted; there is a big brown spot on the back cover. The handmade paper sheets are slightly yellow, its corners are broken, its paper edges near the spine are water-stained.	500.000 HUF

	Ballettmeister zu Pressburg. [Pressburg], gedruckt bey Johann Michael Landerer, 1779. - [8] fol.	The corners of the title page are broken and there is a longitudinal crease in the centre.	
Gymn. 352 d	Noverre, Jean Georges – Schmallögger, Joseph: Medea und Jason. Ein tragisches Ballet. Von Erfindung des Herrn Noverre, Balletmeister am kaiserlichen königlichen Hofe, Tanzmeister der allerdurchlauchtigsten Familie, und mitglied der königlichen Akademie des Tanzes zu Paris. Nachgeahmet vom Herrn Joseph Schmallögger, dermaligen Ballettmeister zu Pressburg. [Pressburg], gedruckt bey Johann Michael Landerer, 1779. - [8] fol.	163 x 102 x 1 mm Original paper brochure with purple-coloured paper cover, there is handwriting in pencil on it. The front paper cover near the spine is horizontally broken several times, its top corner is broken. The handmade paper sheets are slightly yellow, their bottom corners are broken, there are some fingerprints and spots on them. Page 15 is restored; there are two brown spots on the front and the bottom edges.	500.000 HUF
317.635	Világhi István: Arsinoe tragoedia. Nuper visa, nunc honoribus [...] philosophiae magistrorum, cum per Martinum Kerekes, [...] suprema [...] laura insignerentur, a rhetorica Tyrnaviensi inscripta, anno slutis MDCCXXX Mense Aug. Die 22. Tyrnaviae, typis Academ. per Frider. Gall, [1730]. [4], 65, [1]	197 x 152 x 1 mm Printed text on handmade paper with paper cover. The handmade paper sheets are slightly yellow, weak, were folded horizontally and are broken at the folds. The paper sheets are fingermarked, ink- and water-stained, the low corners covered with fly specks. Restored. The title page is fingermarked, ink- and water- stained, repaired.	500.000 HUF
10.587	Artaxerxes de Artabano triumphans. Drama ab illustr., per illustri praenobili, nobili et ingenue supremae, ac mediae grammatices classisjuventute exhibitum in episcopali societ. Jesu gymnasio Eperiesini anno 1729. mense junio die (12.) Cum ex munificentia cujusdam anonymi comitatus Sárosiensis membri nobilissimi bene meritis	197 x 152 x 1 mm Printed text on handmade paper with paper cover. The handmade paper sheets are slightly yellow, weak, were folded horizontally and are broken at the folds. The paper sheets are fingermarked, ink- and water-stained, the low corners covered with fly specks. Restored. The title page is fingermarked, ink- and water-	150.000 HUF

	in arena literaria victoribus praemia decernerentur. Cassoviae, 1729.	stained, repaired.	
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At delivery	Actual condition: same as stated above – different		
	
	Lender	Borrower	
At return	Actual condition: same as stated – different		
	
	Lender	Borrower	

Facility conditions required by the Lender

Relative humidity:	40% (±5%) RH content
Temperature:	20-22 °C stable
Lighting:	UV free light exposure max. 50 lux
Annual light dose limit:	42000 lux-hours per year

Lender

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Director General

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Borrower

Bratislava,

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Director

Divadelný ústav v Bratislave

ANNEX 2
to the LOAN AGREEMENT

SAFETY AND PRESERVATIONAL CONDITIONS

SHIPMENT

Transport company: KUNSTTRANS Bratislava s.r.o.

Address: Bojnicka 10, 83104 Bratislava, Slovak Republic

Contact person (name, tel., e-mail): Mgr. Peter Nechala, +421910184848,
Nechala@kunsttrans.sk

Method of shipment (technical and safety conditions): as requested by the borrower

PLACE OF THE EXHIBITION:

Name: Slovak National Museum (Slovenské Národné múzeum) – Museum of History
(Historické múzeum)

Address: Vajanského nábr. 2, 810 06 Bratislava 16, Slovakia

Security equipment of the building:

Security guards in the opening hours:	armed	<u>unarmed</u>
Security guards outside the opening hours:	armed	<u>unarmed</u>
Equipped with alarm:	<u>yes</u>	no

Exhibition room:

Air condition:	<u>yes</u>	no
Temperature of the room during the exhibition:	18-20°C	
Relative humidity of the room during the exhibition:	45% (±5%) RH content	
Lighting of the room: bulbs	UV filtered, Tungsten	
Planned luminous intensity of the room:	42000 lux-hours per year	

Show-cases

Closed:	<u>yes</u>	no
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Equipped with alarm:	yes	<u>no</u>
Air conditioned:	<u>yes</u>	no
Temperature in the show-cases during the exhibition	20-22 °C stable	
Relative humidity in the show-cases during the exhibition:	40% ($\pm 5\%$) RH content	
Lighting inside the show-cases:	<u>yes</u>	no
Planned luminous intensity on the loaned object:	less than 30 lux	

The equipment of the exhibition room and of the show-cases shall jointly insure the prescribed preservation conditions.

Borrower

Bratislava,

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