



## **ZMLUVA O VÝPOŽIČKE ZBIERKOVÝCH PREDMETOV č. 23/2023/R**

uzavretá v zmysle ustanovení §12 a §15 zákona č. 206/2009 Z.z. o múzeách a galériách a o ochrane predmetov kultúrnej hodnoty v znení neskorších predpisov, a Výnosu MK SR č. MK-2544/2015-110/11648 z 10. augusta 2015 o podrobnostiach vykonávania základných odborných činností v múzeách a galériách a o evidencii predmetov kultúrnej hodnoty v platnom znení a podľa ustanovení § 659 - 662 zákona č. 40/1964 Zb. Občianskeho zákonníka v znení neskorších predpisov medzi zmluvnými stranami:

### **POŽIČIAVATEĽ:**

**Slovenská národná galéria**

Riečna 1, 815 13 Bratislava

IČO: 00 164 712

IČ DPH: SK2020829943

**Bankové spojenie:** Štátna pokladnica

**Č. účtu:** SK85 8180 0000 0070 0011 7526

**Štatutárny orgán:** Alexandra Kusá, PhD., generálna riaditeľka

**Telefón:** +421.2.20476100

**E-mail:** sng@sng.sk

(ďalej len SNG / požičiavateľ)

**a**

### **Vypožičiavateľ:**

**Art in Embassies (AIE)**

OBO/OPS/ART

Washington, DC 20522

703-875-4202



# Art in Embassies

U.S. DEPARTMENT *of* STATE

## Loan Agreement for U.S. Embassy Bratislava, Slovakia

On behalf of Ambassador Gautam Rana, for the purpose of the Art in Embassies (AIE) exhibition indicated above, in accordance with the following Terms and Conditions, AIE will borrow artwork(s) listed on the included Description of Artwork(s).

**Borrower:**

Art in Embassies (AIE)  
OBO/OPS/ART  
Washington, DC 20522  
703-875-4202

**Lender:**

Slovak National Gallery  
Riečna 1, 815 13 Bratislava  
SLOVAKIA  
viera.helbichova@sng.sk

**Loan Period:**

The standard loan period shall be from the time the artwork(s) enter the custody of AIE or its agents until return to the Lender or the Lender's agents or assigns at the Lender's request. It shall be for the tenure of the Ambassador to the Post listed above, understood by both parties to this agreement to be approximately three years, or for the purposes of this loan agreement, not to exceed four years from the date of the Lender's signature without written renewal.

**AUTHORIZATION:**

Approved for Art in Embassies:

Camille Benton, Chief Curator

Date

**I have read and agree to the attached Loan Conditions and certify that I have full authority to enter into this agreement:**

Lender Signature

(Please check and initial the Loan Schedule)

Date

## Art in Embassies - Description of Artwork(s)

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Total Number of Objects in this Loan Agreement:

The artwork information above is complete and correct, to the best of my knowledge:

Initials

## Art in Embassies - Terms and Conditions

### REPRESENTATIONS AND WARRANTIES

Except as set forth by Lender in the Description of Artwork(s) (DOA), Lender warrants that artwork is not subject to any ownership, lien, encumbrance, copyright infringement or other claim by any other person or entity that may conflict with the terms of this Agreement. Lender agrees not to take any action to affect this warranty during the term of this Agreement prior to notifying AIE.

### COSTS

Lender will not require payment for loan processing, preparation, or release of the artwork(s) unless indicated on the DOA, showing fee and purpose. Unless otherwise indicated in the DOA, AIE agrees to pay the costs of packing, transporting, insuring and exhibiting the artwork(s).

### HANDLING, WRAPPING, PACKING AND CRATING

Lender affirms that lent artwork(s) are in condition to withstand ordinary strains of packing, handling and transportation. Unless otherwise indicated on the DOA, artwork(s) will be wrapped, packed and crated for shipment to and from the embassy venue by agents of AIE. All handling including packing, unpacking, installation and repacking will be done by competent personnel. (See CARE, PRESERVATION AND EXHIBITION below.)

### INSURANCE

AIE will insure lent artwork(s) in transit and on exhibition for the insurance value(s) declared on DOA under an all risk policy subject to the following standard exclusions, in summary: Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled and whether such loss be direct or indirect, proximate or remote; loss by wear and tear, gradual deterioration, inherent vice, or any repairing, restoration or retouching processes; Confiscation and War and Terrorism. Lenders who require documentation of coverage should request a Certificate of Insurance on the DOA. In the event of loss or damage, the amount payable by insurance secured in accordance with this Loan Agreement is the sole recovery available to the Lender from AIE.

### CARE, PRESERVATION AND EXHIBITION

AIE agrees to care for the lent artwork(s) and to take reasonable precautions to protect against loss, accidental or circumstantial damage or inordinate deterioration. Lent artwork(s) will be kept in facilities equipped to protect against theft, extremes of humidity, temperature and light, insects, vermin, grime or debris or other environmental hazards. AIE agrees to meet special requirements for handling, wrapping, packing, crating, transportation and exhibition as specified on the DOA. Agents of AIE will note condition upon receipt of the artwork(s), when reasonably required by the lender and before return shipment of the artwork(s). If damage or loss is discovered, AIE will contact the Lender immediately, followed by a written report with photographs. Lent artwork(s) will not be fumigated, reframed, remounted, repaired, cleaned, restored or altered in any way without the Lender's written permission.

### REPRODUCTION AND CREDIT

Lender grants permission to AIE and the U.S. Department of State to reproduce photographs of the exhibition and the lent artwork (s) for non-commercial uses, including educational catalog, press releases, website and social media purposes. AIE requests that lender submit a high-quality digital image(s) of 5 mb, 2000 pixels at 300 dpi, or greater. Coloration must accurately represent original work of art. Artwork(s) may be listed as "not illustrated" if a suitable image is not provided. AIE will publicly identify the artwork(s) as listed in the DOA, including the artist, title and credit line. Lender grants permission to distribute the Lender's website address unless otherwise noted on this Agreement. Lender acknowledges that, while on display, the artwork(s) may be photographed or videotaped by the general public.

### CHANGE OF ADDRESS OR OWNERSHIP

The Lender agrees to inform AIE in writing of any change in ownership or in the name, address or other Lender-identifying information as given on page one of this Agreement. AIE will not be responsible for locating Lenders who cannot be reached at the address of record. (See RETURN below)

### RETURN

Lent artwork(s) will be returned to the Lender within the time indicated under LOAN PERIOD on page one of this Agreement. Upon return of artwork(s), Lender agrees to document and notify AIE of any damage to artwork within thirty (30) calendar days of return. If notification of damage is not received within sixty (60) calendar days of return of artwork(s), AIE will not be responsible for damage or loss. If at the end of the loan period, AIE is unable to contact the Lender or owner at the address of record, AIE will place the artwork(s) in storage. If, after five years, the artwork(s) is not claimed by Lender, his or her heirs or assigns then, and in consideration for its storage, insurance and safeguarding during such period, the artwork(s) and all rights, titles, and interests in the work (including all copyright, trademark, and related interests) may be deemed an unrestricted gift to the U.S. Department of State, AIE.

### EXTENSION OR RENEWAL / CANCELLATION

If AIE desires extended exhibition, it will request extension or renewal of the loan period in advance. Lender may refuse extension or renewal. Lender may cancel this loan at any time by giving AIE thirty (30) calendar days written notice of such action. AIE may cancel the exhibition or display of the artwork(s) at any time and may return the artwork(s) from loan at any time, after providing thirty (30) calendar days written notice to Lender using the contact information on record.

### MISCELLANEOUS

This Agreement and any attachments referenced herein, constitute the entire understanding between the parties with respect to the subject matter hereof and may be amended at any time only upon mutual written agreement executed by the Lender and AIE. Nothing in this Agreement constitutes an express or implied waiver of the privileges or immunities of the U.S. Department of State under international law or the laws of the United States. This agreement is drafted in the English language. All other documents provided under or in connection with this Agreement shall be in English or accompanied by a certified English translation. In the event of any conflict or dispute concerning the text of this Agreement, the English language version controls.



# Art in Embassies

U.S. DEPARTMENT *of* STATE

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## Addendum

see following pages

## OCHRANA A BEZPEČNOSŤ

### PROTECTION AND SECURITY

Vypožičiavateľ berie na vedomie, že SNG je oprávnená preskúmať podmienky ochrany a bezpečnosti zbierkových predmetov (teplotu, vlhkosť vzduchu, intenzitu osvetlenia) a je oprávnená požadovať odstránenie nedostatkov na náklady vypožičiavateľa, alebo v prípade porušenia povinností podľa tejto zmluvy, prípadne z dôvodov uvedených v článku **Všeobecné zmluvné podmienky** bod 2 tejto zmluvy, vziať zbierkové predmety späť.

*The Borrower acknowledges that the SNG is entitled to monitor the conditions of protection and safety of the Works of Art (temperature, humidity, lighting intensity) and is entitled to demand removing the deficiencies at the Borrower's expense, or, in the case of breaching obligations under this Agreement, or for the reasons listed in General Conditions of this Contract, to take the Works of Art back.*

## INŠTALÁCIA A DEINŠTALÁCIA

### INSTALLATION AND DEINSTALLATION

Inštaláciu a deinštaláciu zbierkových predmetov môže uskutočniť len odborný pracovník príslušnej inštitúcie, príp. pod dohľadom pracovníka SNG, ak si to SNG vyhradila.

*Installation and unmounting of Works of Art may be carried out only by the professional staff of the relevant institution or under the supervision of the SNG staff, if the SNG insists on this.*

## VŠEOBECNÉ ZMLUVNÉ PODMIENKY

### GENERAL TERMS AND CONDITIONS

1. Vypožičané zbierkové predmety ostávajú vo vlastníctve SR – SNG v Bratislave a môžu byť použité len na účel vyššie uvedenej výstavy Umenia na veľvyslanectve (AIE) tejto zmluvy. S vypožičanými zbierkovými predmetmi sa nesmie bez súhlasu SNG akýmkoľvek spôsobom disponovať, premiestňovať ich, alebo ďalej požičiavať.

*Loaned Works of Art remain the property of the Slovak Republic - SNG in Bratislava and may be used only for the purpose specified in Article 1 of this contract. Loaned Works of Art may not be disposed of, moved or lent in any way without the consent of the SNG.*

2. SNG je kedykoľvek oprávnená bez ujmy na svojich prípadných ďalších nárokoch voči vypožičiavateľovi vyžiadať si zbierkové predmety zo závažných dôvodov späť.

Závažnými dôvodmi sú najmä:

- každé porušenie povinností vypožičiavateľa vyplývajúce z tejto zmluvy
- každé ohrozenie alebo zanedbanie starostlivosti vypožičiavateľom
- pokiaľ vzniknú zo strany SNG mimoriadne okolnosti súvisiace s hlavnými činnosťami SNG, je vypožičiavateľ povinný na základe vyžiadania SNG predčasne vrátiť zbierkové predmety späť SNG.

Pokiaľ ide o náklady na predčasnú prepravu zbierkových predmetov späť SNG, vypožičiavateľ nemá v prípade predčasného vyžiadania zbierkových predmetov žiadny nárok na úhradu akýchkoľvek nákladov.



*The SNG is entitled at any time without prejudice to its possible further claims against the borrower to reclaim the loaned Works of Art for compelling reasons.*

*In particular:*

- *any breach of the borrower's obligations under this contract*
- *any endangerment or neglect by the borrower*
- *if extraordinary circumstances arise on the part of the SNG relating to the core activities of the SNG, the borrower is obliged to return the Works of Art back to the SNG prematurely at the request of the SNG.*

*With regards to the costs of the early return of the loaned Collection Objects back to the SNG, the Borrower shall not be entitled to reimbursement of any costs in the event of the early return of the Works of Art.*

3. Táto zmluva je povinne zverejňovanou zmluvou v zmysle § 5a zákona č. 211/2000 Z.z. o slobodnom prístupe k informáciám a o zmene a doplnení niektorých zákonov v znení neskorších predpisov. Zmluvné strany berú na vedomie a súhlasia, že táto zmluva vrátane všetkých jej súčastí a príloh bude zverejnená v Centrálnom registri zmlúv (ďalej len „register“). Register je verejný zoznam povinne zverejňovaných zmlúv, ktorý vedie Úrad vlády Slovenskej republiky v elektronickej podobe. Zverejnenie zmluvy v registri sa nepovažuje za porušenie ani za ohrozenie tajomstva a informácie označené v tejto zmluve ako dôverné v zmysle § 271 ods.1 Obchodného zákonníka sa nepovažujú za dôverné informácie. Zmluva je účinná dňom nasledujúcim po dni jej prvého zverejnenia v registri.

*This Contract is mandatory disclosed in accordance with §5a Act No. 211/2000 Coll. on Free Access to Information and on Amendments and Supplements to Certain Acts (Freedom of Information Act). The Parties acknowledge and agree that this Loan Contract, including all its parts and attachments, will be published at the Central Register of Contracts (hereinafter “register”). The Register is a list of published contracts, held by the Office of The Government of the Slovak Republic in electronic form. The publication of a contract in the register shall not be considered a violation or a threat to secrecy and information identified in this Contract as confidential within the meaning of Section §271(1) the Commercial Code is not considered confidential information. The contract is effective on the day following the date of its first publication in the Register.*

## **PHOTOGRAPHY AND REPRODUCTIONS**

**Výstavná kópia ostáva po ukončení zmluvy majetkom Art in Embassies.**

*The exhibition copy remains the property of Art in Embassies after the termination of the contract.*