

LOAN terms

Ny Carlsberg Glyptotek
Dantes Plads 7
DK – 1556 Copenhagen V
Denmark
Phone: +45 33 41 81 41

Conservator: Rebecca Hast, reha@glyptoteket.dk

Registrar: Christina Collet Hvolgaard, chrc@glyptoteket.dk

Ny Carlsberg Glyptotek only lends to institutions with security and fire prevention arrangements which meet all our requirements and where the works of art can be handled by trained staff.

All questions concerning loans should be addressed to The Registrar's Office, Ny Carlsberg Glyptotek, Dantes Plads 7, DK-1556 Copenhagen K, telephone +45 25729146, email chrc@glyptoteket.dk

All loans of works of art are subject to the Borrower's signed agreement to the conditions listed in this document.

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Loan costs:

The borrower shall bear all expenses of the loan, which may include but are not limited to special preparation or framing, glazing, condition report, packing/crating, conservation if needed, insurance premiums, administration, shipping and shipping agents' fees and expenses, as well as Ny Carlsberg Glyptotek's courier's travel costs.

Lender is to cover costs for administration and preparation, DKK 5.000, - DKK (excl. VAT) for each loan case. If the loan consists of more than one work of art, each additional work will be charged with DKK 1.000, -.

Preparation costs include a condition report, but not conservation if needed.

The Borrower may contact Ny Carlsberg Glyptotek's shipping agents, Hizkia Denmark or MTAB to obtain estimates for shipping costs, if required.

Administration and preparation costs

Administration: 5.000, - DKK

Preparation: 1.240, - DKK

Total amount: 6.240, - DKK (excl. VAT)

For invoicing we will need your VAT no.: _____

Insurance:

Ny Carlsberg Glyptotek requires that a certificate of insurance is sent to the Registrar prior to release of the works in question and not later than 1 month before opening of the exhibition.

The items on loan must be insured by an insurance company of the Ny Carlsberg Glyptotek's choice.

Ny Carlsberg Glyptotek's insurance agent is:

accurART, Kunstversicherungsmakler (Europe) AG, Gewerbeweg 15, PO Box 241, LI-9490 Vaduz.

Please contact managing director: Frank Häcker

E-mail: frank.haecker@accurart-ib.li

Phone: +423 230 31 41/ Mobile +41 79 286 32 91.

All premiums will be paid by the Borrower.

At the front page of the certificate must be stipulated:

The coverage includes:

- All risk
- Nail-to-nail, including civil commotion, piracy, hijacking, or other similar acts of terrorism.
- Terror in transit and on site.
- The museum clause with this wording: "If an insurance event occurs, including total loss or damage, the objects insured remain the property of Ny Carlsberg Glyptotek, irrespective of the extent of the damage and the amount of indemnity paid."

The insurance value of the work of art on loan is set by the Ny Carlsberg Glyptotek. Ny Carlsberg Glyptotek reserves the right to reset the insurance value in case of dramatic change in the market value or by significant alteration in the exchange rate in writing with acknowledgment of the Borrower.

Liability:

With insurance, the borrower is liable for any damage to the borrowed works, including accidental damage, damage caused by the borrower as well as damage caused during dismantling, installation or transportation or caused by other third parties. The borrower is aware that the borrowed works must be treated with care.

Facilities and Security:

The Borrower will exercise the highest professional degree of care in the safeguarding of Ny Carlsberg Glyptotek works on loan. The Borrower agrees that the works on loan will be under continuous and vigilant protection from the hazards of fire, theft, exposure to extreme or harmful light, extremes of temperature and relative humidity, insects, dirt, or handling by unauthorized or inexperienced persons or the public.

The exhibition must be protected by a 24-hour security system with security guards during opening hours, intruder detectors, and fire alarm systems (smoke- or heat detectors).

A signed facility reports, and floorplans must be provided the registrar for the approval of Ny Carlsberg Glyptotek.

Environmental conditions

Control of relative humidity and temperature is required in the exhibition gallery, storage and packing areas, where loans from the Ny Carlsberg Glyptotek are located. Fluctuations must be minimized.

Paintings and sculptures must not be exposed to direct sun. Outside opening hours light must be reduced as much as possible. This means that artificial lights should be switched off and curtains and blinds closed when the exhibition is closed to the public. Lights should be equipped with UV filters when necessary. As a minimum, the UV filters must reduce the UV-radiation to the accepted max of 5 µW.lumen. In the absence of further information maximum light levels are 50 lux for works on paper and 200 lux for paintings.

Unless otherwise specified, the general environment for loans must be as follows:

- Temperature levels must be maintained at a range of 59-77 Fahrenheit/15-25 Celsius
- Humidity levels must be maintained at a setpoint in the range of 45 – 55% RH with an allowable drift of +/- 5% yielding a total annual range of 40% minimum – 60% maximum. Fluctuations must be minimized.

Crated artworks must be acclimatized in a stipulated environment for 24 hours before opening.

Care, Handling and Display:

Ny Carlsberg Glyptotek works on loan will not be unframed, unglazed, or removed from mats, mounts, or bases without the prior written consent of the Ny Carlsberg Glyptotek - unless it is necessary in an emergency to protect the work on loan from further damage. Loans will not be cleaned, repaired, retouched, or altered in any way without the prior written consent of the Ny Carlsberg Glyptotek. The Borrower will immediately report any loss or damage to the loans by e-mail to the Ny Carlsberg Glyptotek's registrar: chrc@glyptoteket.dk

- a) The works on loan shall be held and returned in the same condition in which they were received by the Borrower.
- b) The artwork on loan must ***be displayed and mounted with the use of an alarmed locking system and security screws.***
Materials used in case construction, or any materials used in the gallery which come in direct contact with the objects must be materials suitable for the objects. Recommended materials must be chemically inert or known not to outgas pollutants and cause deterioration. Painted surfaces in and outside display cases must have passed the full drying time before use. Free standing showcases must either be secured to the floor or constructed to avoid risks of instability or vibrations.
- c) Storage of works on loan off the Borrower's premises is not permitted without the specific consent of the Ny Carlsberg Glyptotek.
- d) The borrower must provide secure storage of the empty case in appropriate environmental conditions during the exhibition. At the close of the exhibition, the case should be brought into the gallery space for equilibration prior to packing. Art works will be repacked using the same or the same type of protective methods and materials.
- e) A courier from the Ny Carlsberg Glyptotek is required to supervise unpacking and packing, unloading, and loading and hanging and dismantling of the loan and checks the condition. The crate must under no circumstances be opened en route and unpacking and packing must take place at the borrowing institution. A customs inspection involving unpacking the case must be carried out at the borrowing institution in the presence of the courier.
- f) The crates should never be moved when containing the works without a courier present.
- g) The borrower must make sure that the loans can enter the exhibition premises without being unpacked. At the arrival at the exhibition venue the packing case should remain unopened for 18-24 hours for equilibration unless otherwise agreed with the courier. If, by any means possible, unpacking should take place in the exhibition area, and in any case in a climate-controlled area.
- h) The courier has the authority to interfere if he considers the handling of the work to be irresponsible.
- i) A condition report from the Ny Carlsberg Glyptotek will follow each work on loan. A conservator must be present to supervise and complete the condition report at the unpacking and installation, the de-installation and packing of the works on loan.
- j) Ny Carlsberg Glyptotek must be notified in advance, in writing, of the removal of any of the works on loan from the exhibition display.

Transport and courier:

- a) All transport arrangements must be approved in advance by the Ny Carlsberg Glyptotek.
- b) Ground transport is required for European (continental) loans. The transport is to be operated in trucks with an all-time climate-control, air-ride, and lift-gate equipped continuous operation and two drivers.
- c) Air transport must be via containerized or palletized air freight with supervision at each location of embarkation or disembarkation. The choice of airline is to be approved by the Ny Carlsberg Glyptotek.
- d) In connection with air shipments borrower must be a "Known-Consignor" or use local transport agents who can secure the air freight shipment at the museum to avoid screening in the airport and opening of the crates after packing at the museum. The use of local transport agents is subject to the approval of these by the Ny Carlsberg Glyptotek.
- e) The transport agencies used (and approved) by the Ny Carlsberg Glyptotek are:

MTAB, Roholmsvej 4C, DK-2620 Albertslund, Denmark
Please contact: Country Manager Denmark, Mr. Jørgen Jul Jensen
Direct phone: +45 4330 1517. E-mail: Jorgen.jul.jensen@mtab.dk

Hizkia Denmark, Greve Main 17, 2670 Greve. Denmark
Please contact Managing Director Elisabeth Gram Christensen
Direct phone: +45 4477 9000. E-mail: elisabeth.gramchristensen@hizkia.com

- f) The works of art must be accompanied by a courier from the Ny Carlsberg Glyptotek who supervises all handling. The itinerary for the courier must be arranged in cooperation with the transport agent.
- g) The courier will usually travel by air. For security reasons regarding the work of art a business class ticket is demanded when the courier is escorting the work of art. This is valid both for hand carries and when the work of art is in the hold of the aircraft. For overseas journeys, a business class ticket is required for the round trip. When travelling as a courier but not escorting the work of art, a fully flexible ticket is required, unless otherwise agreed. The air ticket should be ordered by the Danish transport agents. When the courier travels with the work by van, the cabin must always be non-smoking.
- h) The courier is upon arrival to be accommodated in a centrally located, minimum 3 stars hotel (incl. breakfast) – this applies to delivery as well as return of works of art on loan. Hotel accommodation for the courier for a minimum of two nights/three days per stay is to be paid by the borrower.

Expenses for ground transport and other travel related expenses will be invoiced directly to the borrower. Courier per diem is €100 per day which will cover food and drink only. Courier per diem can be paid directly to the courier upon arrival or be invoiced directly to the loan taker, by Glyptoteket or the assigned transport agent.

Either loan taker or transport agent will arrange the courier's transport from the airport to the hotel and return and pay expenses for this.

Reproduction and Photography:

- a) The Borrower is expected to use Ny Carlsberg Glyptotek's photographic material for reproduction purposes. If the photographic material is available, it can be required for free on the below conditions. Otherwise, the borrower will have to pay for the taking of a new photo. 1250 DKK (ex. VAT) per photo. An administration fee (75 DKK) will be added to the invoice.

- b) The photo may be used on condition that it is not cropped, and the photographer must be credited whenever the photographic material is used.
- c) Ny Carlsberg Glyptotek grants permission for the borrower to reproduce the loan objects for the following uses in connection with the exhibition: exhibition catalogue, brochures, publicity, and promotion, including the borrower's website and social media; lectures, archival records; non-commercial educational use and didactic uses or displays related to or part of the exhibition.
- d) Special permission must be obtained from the Ny Carlsberg Glyptotek for any use of Ny Carlsberg Glyptotek works on loan including but not limited to posters, post cards, slides, calendars, electronic images, or other uses for financial gain. The Borrower will pay a reproduction fee.
- e) It is understood and agreed that the public may take non-commercial photographs of the Ny Carlsberg Glyptotek works on loan for their personal use provided that no flash, tripods, selfie-sticks, or other extraneous equipment is permitted.
- f) The Borrower shall credit the Ny Carlsberg Glyptotek as lender on the labels, in the catalogue, and in all publicity connected with the exhibition. The credit line for works on loan is Ny Carlsberg Glyptotek, Copenhagen. The name of the artist, title of the work, the date and accession number according to the given object information in this loan agreement must appear as well.
- g) To order photographs for reproduction please contact the Museum Photo Archive, Ny Carlsberg Glyptotek, Dantes Plads 7, DK – 1556 Copenhagen V, Denmark. E-mail: photo@glyptoteket.dk.
- h) All questions concerning reproduction, photographs, copyright, permits to photograph or film and costs of reproduction rights must be directed to the Museum Photo Archive.

Catalogues and other publications:

The Ny Carlsberg Glyptotek is to receive, free of charge, three copies of the exhibition catalogue and any other publication issued in connection with the event for which the loan has been granted. Please forward the requested publications to the museum's registrar.

Borrower Responsibility and Loan Agreement Forms:

Should the return transport not be able to proceed as planned, the Borrower is still obliged to meet all requirements stipulated in the loan agreement. All additional expenses will be paid by the Borrower. This includes, but is not limited to, expenses regarding insurance, conditions check, packing and crating, transport, and courier.

If an exhibition is to travel to more than one venue, it is the responsibility of the organizing institution to see that the conditions set forth in this Loan Agreement are met at all other exhibition venues. In the event of any difference between this agreement and the Borrower's own loan agreement forms the conditions in this document will apply.

Validation of the Loan Agreement:

Please sign, scan, and return the present agreement to: chrc@glyptoteket.dk. Glyptoteket will countersign, scan, and email the agreement signed by both parties. This loan agreement is only valid when one copy has been signed by both parties and returned to the registrar one month prior to the expected transport of the art works.

Cancellation of the Loan Agreement:

The Ny Carlsberg Glyptotek reserves the right to withdraw any loan granted, should the loan conditions not be met in full. This may take place at any stage of the loan process, i.e., in connection with either handling, transport, courier demands, insurance, storage, hanging, installing or the like. This right also pertains to any other special condition concerning the loan.

Conditions concerning loans will be stated by the Ny Carlsberg Glyptotek in the granting letter. Any special provision covering a specific loan is subject to the assessment of the Ny Carlsberg Glyptotek, and a written agreement on the handling of such matters must be signed by both parties in advance of the loan period.

Disclaimer:

If the above conditions cannot be met in the event of restrictions caused by a force majeure or similar extraordinary events, which are beyond the parties' control and which cannot be foreseen, prevented, or overcome (e.g., pandemics), the Ny Carlsberg Glyptotek reserves the right to cancel / postpone the transport of the respective art works until the agreed conditions can be met within the agreed loan period.

Jurisdiction:

Legal matters under this loan agreement and its interpretation shall be governed by Danish law and in a Danish court of law.

In case of disputes, the parties shall try to resolve the dispute amicably through negotiations. If such negotiations fail, the parties shall submit the dispute to the Danish court of law. The legal venue shall be the City Court of Copenhagen (Københavns Byret).