

LOANS OF COLLECTION ITEMS FROM THE OLOMOUC MUSEUM OF ART TO FOREIGN COUNTRIES

A. Terms and Conditions when filing an application for a Loan

- The Olomouc Museum of Art is legally prohibited from lending works of art to foreign countries unless sufficient legal guarantees for their return to the Czech Republic are provided. The documents concerning the legal guarantee of immunity from seizure must be delivered to the Olomouc Museum of Art by the borrower **at least 3 months before the date of implementation of the loan.**
- In accordance with Act no. 122/2000 Sb. and subsequent regulations, the Olomouc Museum of Art (hereinafter MUO) may lend any collection items **only for exhibition purposes.**
- For exhibition purposes, the collection items may be lent only to institutions holding exhibitions, such as museums, galleries, exhibition halls, etc. MUO usually does not grant an application for a loan if the required collection item is part of a permanent exhibition or if it is to be presented in an exhibition as a part of a museum project in the near future. The loan also cannot be granted if any manipulation with the work of art may endanger its corporeity or if the collection items are in the process of being restored, undergoing an examination, etc.
- An application for a loan must be filed in writing to the address of MUO **at least four months before the implementation of the exhibition.**
- If the applicant for a loan of collection items requires that the relevant photo-documentation is also provided, an application for such photo-documentation should be attached to the application for the loan.

A written application for a loan of a work of art must include:

1. identification of the applicant (name, registered office, identification number of the legal entity, specification of its statutory body),
2. information about the exhibition project for which the collection item is to be lent,
3. information about the place (address) and the exact dates of the exhibition, security, climatic and other parameters (Facilities Report) of the building where the collection item is to be exhibited,
4. basic identification of the required collection item (author and name of the work, dimensions, material, technique and inventory number), if more works of art are applied for, the list must identify each item,
5. the signature of the statutory representative of the applicant.

Notes to clauses 3 and 4 and the written application for a loan:

The protection of the collection items usually requires observation of the following conditions:

paintings: 50 - 60% relative humidity of air, temperature of 16 - 18°C, light level up to 150 lux; works on paper: 45 - 50% relative humidity of air, temperature up to 18°C, light level up to 50 lux, period on display, 24 weeks maximum.

B. Loan Conditions

- If an application for a loan of a collection item is approved, MUO will prepare a **Loan Agreement**, including : identification information about the lender (MUO) and the borrower (the applicant), identification of the collection item (or items), security and climatic conditions of protection and placement, the manner of display and adjustment (in particular for works on paper), including the instruction that the work of art is the property of the Czech Republic and may not be used for any other purpose than the purpose specified in the Loan Agreement. The borrower is obliged to state, for example in the legend, that the work of art is lent by MUO and will provide the lender with written documents concerning the exhibition (in particular the catalogue).
- If the borrower requires co-operation or assistance in organizing the exhibition, he / she will state that in the written application for the loan of the works of art together with a description of the intended scope of co-operation or assistance. In such cases, MUO not only makes a Loan Agreement with the borrower, but also an **Agreement on Co-operation** or assistance in which the activities of the lender and MUO are specified in detail.
- **Loans may only be made provided MUO receives permission from the Ministry of Culture of the Czech Republic to take the collection items abroad.**

There are other facts stated in the Loan Agreement that MUO deems it necessary to point out:

1. For any loans to foreign countries, **MUO requires an "all risks" and "nail to nail" insurance.** The borrower will insure the collection item borrowed from MUO with a selected insurance company approved by MUO. The borrower bears the costs of the insurance. MUO may express its consent to state indemnity or a commercial insurance proposed by the borrower.
2. The manner of packing, transport and display of the collection items is determined exclusively by MUO.
3. **The lender bears all costs involved in a courier escorting the work of art** (travel expenses, accommodation, subsistence allowance), the courier being an employee of MUO who is present during the unpacking and installation of the lent collection items on the exhibition premises. The period of stay for the courier is at least three days (two nights) for loans within Europe. A longer stay is determined by the lender if a greater number of items are lent, and depending on the number and type of items.
4. Works on paper are always adjusted in MUO frames and the borrower is not entitled to temper with the adjustment.
5. The borrower pays, besides the insurance, any other expenses incurred in connection with the loan of the work of art, such as its possible restoration, packing and transport. The borrower undertakes in the agreement that he will pay for any damage caused to the work of art that may occur during the implementation of his exhibition project, including payment for its destruction or loss.

The details of the terms and conditions may be consulted with the MUO Collection Department: pospisil@olmuart.cz