

COORDINATION OF EXTERNAL LOANS - REGULATIONS

1. INTRODUCTORY REMARKS

- 1.1. Any loan of KBR will only be granted for a specific exhibition. Therefore transferring borrowed items to a different location is not allowed.
- 1.2. The duration of the loan depends on the collection type. The maximum loan duration for most documents or works on paper is 3 months, except for special restrictions for the sake of preservation.
- 1.3. All costs for the loan are at the expense of the borrower. He or she is not allowed to lend the documents or works to a third party. Without permission from KBR it is forbidden for him or her to modify, photograph, copy or restore the documents or works. He or she agrees to exhibit or store the documents or works with the standard of care corresponding to the conditions of the lending institution. If needed, the parties can come to an agreement about special requirements regarding care. KBR and the borrower agree to demonstrate confidentiality regarding any contract they enter into with each other or any third party and in connection to the loan agreement.
- 1.4. If the exhibition is transferred to one or more other locations, KBR reserves the right to recall the documents or works to the library in order to check their condition or to send a delegate to the premises to check their condition, the costs of which will be paid by the borrower. A new loan agreement should be submitted as if it were a separate exhibition.

2. REQUEST AND CHOICE OF DOCUMENTS OR WORKS

- 2.1. KBR will neither see to the preliminary research regarding the choice of items to be exhibited nor write the descriptive notices for the catalogue.
- 2.2. The loan request must be addressed in writing to the Director General of KBR at least 6 months before the exhibit opens. The written request must contain the following documents:
 - the request form duly completed;
 - the signed regulation of the External Loan Coordination Unit (namely the document in question);
 - a facility report including details regarding the conditions in which the documents and works will be displayed.KBR will not follow up on any unclear requests.
- 2.3. The Director General will take a final decision about the loan request after gathering advice from the concerned curators and from the restorer evaluating the following criteria:
 - the scientific / cultural value of the project;
 - the condition of the documents or works;
 - the conditions related to security, conservation and reception by the institution requesting the loan;
 - the availability of the requested documents or works.

- 2.4. After a favourable recommendation, an official letter of agreement, with the list of documents or works available for loan, signed by the Director General, will be sent to the applicant. Attached to this letter will be the signed loan agreement in duplicate. The details of the loan request cannot be handled before this letter is sent.
- 2.5. All remaining correspondence concerning the exhibition should be sent to the External Loan Coordination Unit (tel. +32 (0)2 519 55 93; benoit.labarre@kbr.be). All formalities related to the loan request can be attended to through this unit.

3. LIABILITY AND COSTS RELATED TO THE LOAN

- 3.1. The borrower is responsible for the borrowed documents or works from the moment they are made available for packing by KBR until their return to KBR.
- 3.2. For each loan of documents or works outside of Belgium, KBR charges an administration fee calculated as follows:
a flat fee of € 100 for handling costs;
a loan fee of € 10 per document or per work.
- 3.3. Additionally, all costs regarding the preparation, organization and follow-up of the loan are at the expense of the borrower. These may include:
 - insurance costs;
 - costs for photographs or for a microfilm for the insurance and for the condition report (if necessary);
 - packaging (e.g. framing, cradle or conservation box), wrapping, transport and installation;
 - conveyor's travel and hotel accommodation as well as per diem;
 - 1 catalogue per section lending the documents or works, per used language;
 - the images, reproductions and copyright fee (if necessary);
 - restoration costs (if necessary).
- 3.4. The costs mentioned in paragraph 3.3. will be evaluated as precisely as possible at the moment the contract is drafted.

4. INSURANCE

- 4.5. The applicant is allowed to check the state of the requested documents or works in advance and is allowed to express reservations.
- 4.6. Each document or work must be individually insured at the expense of the borrower. KBR will take care of the insurance formalities with the insurer of its choice. The invoice will be sent directly to the borrower, who must deliver a copy of the insurance certificate to the External Loan Coordination Unit at least 8 days prior to collecting the documents or works. Otherwise KBR reserves the right to terminate the loan agreement without any compensation for the borrower.

- 4.7. The insurance value is determined unilaterally by the Director General and approved by the borrower by signing the loan agreement.
- 4.8. The documents and works shall be covered on a nail to nail basis against all risks starting at KBR until their return. The insurance covers all damage from any cause or deterioration as well as theft, disappearance or physical loss of the documents or works, or in case of strikes, riots and terrorism.
- 4.9. The insurance includes an explicit statement providing the principle of loss of value in case of any kind of damage to the borrowed documents or works.
- 4.10. KBR may photograph or microfilm the documents or works requested for loan for insurance purposes beforehand at the expense of the borrower.

5. TERMS AND CONDITIONS IN CASE OF DAMAGES, THEFT, DISAPPEARANCE OR PHYSICAL LOSS

- 5.1. In case of damage, theft, disappearance or physical loss of the documents or works, the borrower agrees to notify the Director General of KBR immediately by telephone and to confirm this call by registered mail with receipt within 24 hours.
- 5.2. The damages (if any) must be recorded and estimated by KBR or by an expert of its choice.
- 5.3. Only the Director General of KBR is authorized to decide how a document or work shall be restored and which restorer shall execute the work. The borrower agrees to pay for all restorations (including transportation fees and any additional costs) even if these exceed the insurance value of the borrowed documents or works. KBR remains the owner of the borrowed documents and works at all times regardless of restoration costs.
- 5.4. In the event of theft, disappearance or physical loss of the documents or works, the total insurance value must be paid to KBR within 60 working days after observation of the theft, disappearance or physical loss. If the documents or works are recovered, the net amount of compensation will be reimbursed without interest and minus the restoration costs (if any).

6. CONDITION REPORT OF THE DOCUMENTS OR THE WORKS ON LOAN

- 6.1. In general the borrower agrees to prepare a condition report every time the documents and the works are moved. The condition report must accompany the documents or the works for the entire duration of the loan.
- 6.2. A condition report of the documents or the works must be prepared:
 - when leaving KBR, prior to the packaging of the documents or the works;

- upon arrival of the documents or works on the premises of the borrower, by KBR's conveyor and an authorized representative of the borrower. At this stage, both parties must sign a condition report;
- when leaving the premises of the borrower prior to the packaging of the documents or the works, by KBR's conveyor and an authorized representative of the borrower. At this stage, both parties must sign a condition report;
- upon return of the documents or the works to KBR, at the unpacking of the documents or works.

6.3. The condition reports prepared prior to packaging and unpacking of the documents or works at KBR must, if possible, also be signed by the borrower or any person designated by him or her. In any event, the condition report prepared by KBR will act as proof if the borrower is not able to sign the condition report.

7. SAFETY AND PRESERVATION CONDITIONS

- 7.1. Some documents/works are in such a poor state of preservation that they cannot be moved or transported. Their loan can only be granted after restoration at the borrower's expense. The latter will receive an estimate of the time required for the restoration and of the related costs.
- 7.2. It is prohibited for the borrower to perform any cleaning, retouching, repairing or restoring of the documents or works on loan.
- 7.3. Mounted or framed prints and mounted maps or plans under transparent sheet must not be removed from their frame or mounting.

Security conditions

- 7.4. Each document or work lent by KBR must be stored in storage closets or exhibited in showcases equipped with a security lock.
- 7.5. The borrower must secure the frames to the wall with frame security hardware or with any other suitable security equipment.
- 7.6. Additionally, the exhibition areas must be electronically secured night and day.
- 7.7. The exhibition areas must also be under surveillance by attendants during opening days and opening hours.
- 7.8. Smoking, eating and drinking shall be prohibited in the exhibition areas.

Preservation conditions

- 7.9. The borrower shall comply with the exhibition terms recommended by the International Council of Museums (ICOM). In other words the documents or works must be maintained at:
 - a constant temperature of 20 °C (68 °F) with a maximum fluctuation of +/- 1 °C (2 °F) per 24 hours;

- a stable relative humidity level between 45 and 55 % with maximum fluctuations of +/- 5 % per 24 hours (recording thermohygrometer required); the maximum light intensity for works on paper is 55 lux. For coins and medals the maximum light intensity is 150 lux. For highly sensitive documents or works specific preservation conditions shall be specified by KBR in the loan agreement.

7.10. The borrower prevents any sunlight exposure or artificial light source which can degrade the documents or works.

7.11. The documents or works shall not be exposed to any draught, pulsatory and resumptive currents of heating or ventilation systems.

7.12. The use of solvents, fumes and chemical particles in the exhibition area is prohibited.

Installation and display of the documents and works

7.13. In no case shall the documents on loan be subject to any manipulation which may alter their state: folding, perforating, gluing, etc. are strictly prohibited. The use of nylon thread or any means of fixation that may damage the documents must be avoided.

7.14. All materials that will make contact with the documents or works (background arrangements, props, etc.) must be chemically neutral and completely unlikely to transfer colour.

7.15. Bound works should be displayed in a specially made book cradle (at the expense of the borrower) supporting the covers and the back and with a maximum angle of 90 ° (unless otherwise indicated in the condition report). Neutral paper bands or Mylar can be used to maintain the opening.

8. THE PICKUP AND RETURN OF THE DOCUMENTS OR WORKS ON LOAN

8.1. The parties mutually agree on the dates of pickup and return of the documents or works. These dates must be chosen within the period covered by the insurance.

8.2. The date of pickup of the documents or works on loan may in no case be more than 2 weeks prior to the exhibition start date.

8.3. At the end of the exhibition, the documents or works on loan must be returned to KBR within 2 weeks after the closing of the exhibition.

9. PACKAGING, WRAPPING, TRANSPORT AND CONVEYOR

Packaging

- 9.1. The packaging costs charged by KBR are at the expense of the borrower and must be paid in advance:

Flat documents

These will only be lent after being mounted and framed. The costs (indicative price) will be invoiced as follows: quarto = € 85; folio = € 95; full-size format = € 120; maximo = € 220; atlantico = € 290; special size from € 360 onwards.

Bound documents

Bound documents must be transported in conservation boxes (from € 100 to 200 depending on the document's format). The cradle is supplied by KBR (rental costs between 5 and 10 € according to the document size).

Wrapping

- 9.2. A specialist authorized by KBR must wrap the books, documents or objects on loan for their departure and for their return, at the expense of the borrower and according to the terms and conditions required by the nature of the documents or works.

Transport

- 9.3. Transport is always at the expense of the borrower and must be carried out by a specialized transportation company authorized by KBR.

Conveyor

- 9.4. KBR demands that the documents or works exhibited in Belgium be installed (from the moment of unpacking until the definite outbound installation; from removal from the showcases until the sealing inbound) under the supervision of a conveyor appointed by KBR and the specialized transportation company outbound as well as inbound.
- 9.5. This conveyor will ensure that the documents or works on loan be handled with the necessary precautionary measures. He or she will ensure that the conditions of the documents or works on loan are kept outbound as well as inbound. He or she will ensure that they receive the adequate attention within the scientific framework of the exhibition.
- 9.6. The showcases will only be closed and opened in the presence of the conveyor unless otherwise formally stated.
- 9.7. If the installations for the exhibition for the documents or works are not ready at the moment of arrival of KBR's representative, the latter is compelled to instruct the transportation company to return the documents or works to KBR.
- 9.8. The round trip costs and a quality hotel accommodation near the exhibition as well as a per diem in cash and local currency (equivalent to € 75 per day) are exclusively at the expense of the borrower. The travel tickets for the conveyor as well as the hotel reservations must always be flexible (i.e. cancellations or name changes must be possible in the event of

unforeseen circumstances). The duration of the stay is equal to 3 days and 2 nights at both the set up and the disassembly, for each exhibition in Europe, and to 4 days and 3 nights for each exhibition outside of Europe. The duration can be extended if necessary to complete the installation.

9.9. For long-distance flights, business class is required. Journeys by train are in first class.

9.10. The per diem fee is to be paid upon the conveyor's arrival.

Customs

9.11. The documents or works under the care of the transportation company or sent abroad must travel in sealed packages (or cases), and the latter may only be opened at the destination. All documents or works listed on the same temporary export license must be returned together. All the required documents must be transferred to the External Loan Coordination Unit in time.

9.12. The transport and customs formalities must be attended to by the company specialized in the matter at the expense of the organizer.

9.13. The costs of wrapping, transport, the conveyor and customs will be invoiced by the specialist directly to the borrower.

10. REPRODUCTION

10.1. Photographs can only be taken by the Photographic Department of KBR, at the expense of the borrower.

10.2. For each reproduction of photographs from the documents or works on loan, the permission of the Director General of KBR is required.

10.3. For all merchandising purposes, a specific agreement concerning the reproduction of photographs from the documents or works on loan is required.

11. CATALOGUE AND VARIOUS DOCUMENTS

11.1. The catalogue and other publications concerning the exhibition must mention that the exhibited items are the property of KBR. The organizers will ensure that the shelf number and inventory number of each piece as well as the section where it is preserved are indicated as follows: "Title/name of the document or work, author's name if known, KBR, section, inventory number/shelf number. All rights reserved."

11.2. The borrower agrees to supply free of charge the following items to KBR:

- 1 copy of every edition of the catalogue or any other publication per section lending the documents or works and for each publication language;
- 2 invitations and 2 posters per language in which they are printed, for documentary purposes;

- 2 entrance tickets put at the disposal of KBR staff as well as permanent access during opening days and hours for one staff member.

All documents above-mentioned must be sent by registered mail or delivered to the External Loan Coordination Unit with receipt. If these conditions are not met, KBR will refuse any future loans.

12. LOAN MODIFICATIONS

Each request to modify the loan (request to extend, change dates or locations, etc.) must be sent by mail to the Director General of KBR at least 3 months in advance.

13. LOAN TERMINATION OR EXTENSION

- 13.1. In case of noncompliance with the above-mentioned agreement conditions, KBR may legally terminate the loan agreement at the expense and detriment of the borrower. The latter is then bound to return the documents or works on loan without delay. This return does not give the borrower any right to compensation. The parties agree that the cost of return of the objects or items are at the expense of the borrower.
- 13.2. If, after signing the loan agreement, the borrower withdraws from exhibiting the documents or works, he or she agrees to confirm the termination in writing and as soon as possible to KBR. The loan agreement will be legally terminated and the borrower will bear the costs of returning the objects or works to KBR. The costs already incurred will be invoiced to the borrower (restoration, framing, etc.)
- 13.3. If the borrower wishes to extend the temporary exhibition and the loan agreement, he or she must send an official request to the Director General of KBR at least 4 weeks prior to the end date of the agreement in question. If the Director General of KBR agrees, all terms of the loan agreement continue to apply until the end date, which must be stated in a new agreement. The insurance policy must be extended at least 8 days prior to the beginning of the extension.

14. APPLICABLE LAW AND COMPETENT JURISDICTION

The loan agreement is subordinate to Belgian law.

In case of legal dispute regarding the interpretation or the execution of this agreement, both parties agree to come to an amicable agreement. Should this fail, the matter falls within the jurisdiction of the Brussels Courts.

15. SIGNATURE AND DATE

Relating to negotiations about and drafting of the loan agreement, the borrower entirely and without making any amendment agrees with the general loan terms for exhibitions.

Date:

Name:

Function:

Signature: