



MUSEU
D'ART CONTEMPORANI
DE BARCELONA

LOAN AGREEMENT OF MACBA COLLECTION

Barcelona, of of

SPECIAL CONDITIONS

THE PARTIES

LENDER	CONSORCI MUSEU D'ART CONTEMPORANI DE BARCELONA	
Contact information	Plaça dels Àngels, núm. 1 (CP 08001) Barcelona Tel. +34 93 412 08 10 Fax +34 93 412 46 02	Antònia M. Perelló, Curator and Head of the Collection Department Ariadna Robert, Head Logistics and Registrar Silvia Noguer, Head of Conservation-Restoration Patricia Sorroche, Registrar Management Collection (psorroche@macba.cat) Telf: +34 93 481 46 87 Xavier Rossell, Conservator - Restorer (xrossell@macba.cat) Telf: +34 93 481 33 69.
Tax Identification Number	ES - Q 5856181 B	
Legal representative		
BORROWER		
Contact Information		Tel. Fax. E-mail
Tax Identification Number		
Legal representative		



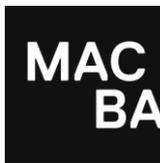
SUBJECT OF ON LOAN

Exhibition Information	Title: Place: Beginning date: End date:
Loan Duration	Beginning date: End date:
Loan Cost	

Description of the borrowed objects	Register Number: Author: Title: Date: Material: Dimensions: Credits: Gratitude: Insurance value:
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<p>The MACBA approves to grant the loan in the conditions annexed to the present document:</p> <p>CONSORCI MUSEU D'ART CONTEMPORANI DE BARCELONA</p> <p>Ferran Barenblit¹ Director</p>	<p>The borrower accepts and commits to fulfill the conditions of the loan annexed to the present document:</p> <p>Name Position</p>
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¹ Taking the agreement in merits due its competence of Artistic and Heritage Director whose competence is stipulated in the article 14.1) of the Statutes of MACBA.



GENERAL CONDITIONS

1. LOAN REQUEST

- 1.1 The loan request shall be communicated to MACBA at least six (6) months before the date of collection of the works from MACBA's facilities, in order to have sufficient time to fulfill and revise all the requirements of its concession.
- 1.2 If the works are requested for Exhibitions or itinerancies out of Spain, the request shall be presented with nine (9) months of anticipation in order to have time to apply for the temporary exportation of the works to the competent administrative authorities.
- 1.3 All the additional information needed for the requests (Exhibition dates, *Facilities Report*, readings of temperature and humidity, etc), shall be received by MACBA, four (4) months before the date of inauguration of the Exhibition, for loans within Spain, and seven (7) months before the mentioned date for loans out of Spain.
- 1.4 Once the loan has been approved by MACBA, any new venue that is incorporated into the itinerancy shall be subjected to MACBA's approval, at least three (3) months before of the date of inauguration of the Exhibition in its first venue.
- 1.5 The loan of each one of the works is subject to a cost of A HUNDRED AND FIFTY EUROS (150,00 Euros) plus the corresponding taxes in concept of organization expenses, for loans within Spain; TWO HUNDRED AND FIFTY EUROS (250,00 Euros) plus the corresponding taxes for loans out of Spain; and ONE HUNDRED EUROS (100,00 Euros) plus the corresponding taxes for loans of works that are to be produced by the borrower, which shall be paid when the contract is signed. The loan for complexity and big installation the cost is NINE HUNDRED EUROS (900,00 Euros).

2. LOAN FINALITY

- 2.1 MACBA grants through loan the artworks indicated in the particular conditions in order to let the borrower carry out the described Exhibition.
- 2.2 It shall only be possible to use the mentioned artworks with the aim specified in the former paragraph. Any change of place and custody of the works shall require the previous and express written consent of MACBA.



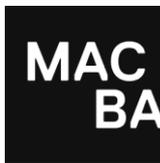
3. LOAN DURATION

- 3.1 The duration of the loan is indicated in the special conditions paragraph.
- 3.2. If the borrower needs an extension of time, he shall request it to MACBA in a written document one (1) month before the expiration of the initial deadline for loans within Spain. For loans out of Spain the request shall be submitted three (3) months before the expiration of the initial deadline, due to the fact that the temporary exportation permit shall be extended also and an authorization must be submitted to the competent administrative authorities. If MACBA approves the request, it shall notify this fact to the borrower in a written document, together with the extension of the temporary exportation permit, when applicable.
- 3.3 The loaned works shall be returned at the agreed deadline, which shall not exceed of thirty (30) days after closure of the last Exhibition.
- 3.4 MACBA reserves the right of requesting the anticipated return of the artworks if there is a justified reason. To this effect, it is understood as justified reason the own needs of the museum and of its schedule, and the breach by the borrower of any of the general conditions of the loan.

4. SECURITY AND CONSERVATION

- 4.1 The borrower commits to keep the artworks at the maximum level of security and keep them in optimum state of conservation, storage and exhibition.
- 4.2 The artworks shall be exhibited in closed premises, with barred entry, and with a suitable protection against fires. These premises shall be constantly observed by specialized staff and have an appropriate alarm system.

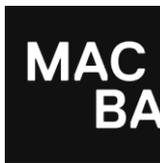
- 4.3 The artworks shall always be preserved following the guidelines recommended by the ICOM in relation to the temperature, humidity and light, and specifically in 18°-20°C of temperature (with an 1° +/- oscillation allowed during a maximum 5 hours), between 55% and 60 % of relative humidity (with a +/- 5% oscillation allowed for a maximum 24 hours), and at the level of *lux* depending on the type of material, which is set at a maximum of 200 *luxes* for non-polychrome plating sculptures or other artworks of less delicate materials, of 150 *luxes* for the paintings, and of 50 *luxes* for the artworks on paper, watercolors, drawings and pictures, provided that specific recommendations are not given.
- 4.4 Likewise, it is necessary to protect the artworks from excessive focuses of illumination (not filtered natural light, excessive artificial light, fluorescent light, etc) and avoid the excessive proximity of heat focus.
- 4.5 If a shooting for television is carried out, it shall always pursue an informative and pedagogic finality, and shall be controlled to avoid alterations of temperature and lighting that could affect the artworks. The borrower commits to control that: a) the projectors position is more than 10 meters from the artwork and b) the used projectors do not elevate the temperature of the surface of the artwork more than 3° over the environmental temperature.
- 4.6 The artworks can only be touched and moved by qualified workers of the borrower. The borrower is not allowed to carry out any restoration, cleaning or intervention of the artworks without the previous written authorization of MACBA. This includes the extraction of frames, bases of sculpture or *passe-partout*.
- 4.7 MACBA shall issue a report which details the state of conservation of the artworks and the conditions in that it shall be transported and sustained during the loan. This report shall be sent to the borrower with the sufficient anticipation in order he can assure the performance of the conditions stipulated without any risk. One copy of the report shall always travel with the artworks.
- 4.8 The artworks shall go packed and transported in the conditions stipulated in the next paragraphs. Once transported, if MACBA considers it is necessary, it shall indicate the borrower that he must leave the artworks packed during the 24 following hours of their arrival, in order to make possible their acclimatization to the conditions of the venue. In case of air fare, works shall be left packed during the 24 following hours in order to acclimatize.



- 4.9 The borrower, in the event that a courier is not travelling along with the works, while unpacking the artworks, shall check out that their state of conservation at the entering of the venue agrees with the state of conservation detailed in the departure report from MACBA, and in case he detects any change, he shall communicate it immediately to MACBA. Likewise, after having inspected the works, whether changes in the state of the conservation of the works are detected or not, the borrower shall send MACBA an arrival report signed by a qualified representative of the borrower.
- 4.10 MACBA has the right to check out that the borrower keeps the artworks in suitable conditions of security and conservation, requesting him to this effect to remit MACBA the documentation that justifies it, and if MACBA considers it is convenient, it can examine the works for itself. MACBA has the right to request the borrower to send readings of climatic and light parameters, before and during the loan. The expenses derived from these checks shall be completely assumed by the borrower.
- 4.11 The ordinary and extraordinary expenses derived from the conservation of the work during the period of the loan, shall be met by the borrower. Before carrying them out, in case of conservation / restoration, the borrower shall communicate it to MACBA, which shall authorize them.

5. PACKAGING AND TRANSPORT

- 5.1 The borrower commits to transport the artworks duly packed and in the maximum conditions of security.
- 5.2 The packing and the transport of the artworks shall be carried out by specialized staff and companies, which will be designated by the borrower, previous agreement with MACBA. The works have to be transported in specialized trucks for artworks which including thermoking, fire alarm and fire extension location, lifting platform, alarm system, thermostat, and cell phone. Two drivers, who cannot drive more than 10h as the European Law Transport reflects, must drive all trucks. The overnights will be always in a Security Control Areas, prior agreement of MACBA. Notwithstanding this fact, MACBA reserves the right of designating unilaterally the packer, if it considers it is necessary due to the nature or concrete circumstances of the artworks.



- 5.3 When the packer is designated unilaterally by MACBA, the borrower shall have the right of revising the packaging before its transportation starts. The art shipping company designed has to contact to Mrs. Mar Manen (mmanen@macba.cat) to arrange all questions relatives to packing, unpacking and transport of the works.
- 5.4 MACBA shall decide, together with the transport company, on the most suitable type of packing for the artworks, and during the packing process shall complete the necessary Packing Notes that will be sent to the borrower in order that it can follow the guidelines.
- 5.5 The borrower will be allowed to collect the artworks with a minimum two weeks before the opening of the exhibition, to that effect, the date of collection, the mean of transport and the route shall be communicated to MACBA by the borrower with a minimum time of one (1) month before the opening.
- 5.6 MACBA can refuse the means of transport or the itinerary if it considers that, for reasons of security or conservation, it is not suitable. Likewise, MACBA can request that the transport is guarded by the police, if the nature of the artworks or the country where travelling requires it. If the borrower does not adapt the transport to these conditions, MACBA shall cancel the delivery of the artworks.
- 5.7 The carrier contracted for the collection of the artworks, shall have the corresponding delivery note of collection of the artworks, as well as the rest of documents necessary for transport of the artworks and, in case of loans out of Spain, the customs (DUA, CRM, etc) and shall give it to MACBA. For such loans out of Spain, MACBA shall have received the previous authorizations for temporary export of the artworks from the competent administrative authorities. Without the necessary documents for the collection the artworks shall not be given to the carrier.
- 5.8 For the ulterior journeys, as well as for the return journey, the works shall go packed in the same way than in the initial journey, using, if it is possible, the same crates, packages and other accessories. If it is not possible, it shall be communicated to MACBA, which shall be able to authorize the change of the packages.
- 5.9 Costs derived from the packing, handling and transports will be assumed completely by the borrower.
- 5.10 A representative of MACBA's Registrar shall supervise the packing, the unpacking, the loading and the discharge of the artwork in MACBA's premises.
- 5.11 A representative of MACBA's Conservation-Restoration shall supervise the state of conservation of the artworks at the packing and unpacking of the artworks at MACBA's premises.

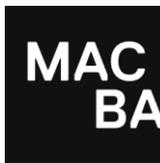
5.12 Additionally, if MACBA considers it is convenient it can send a courier-representative to supervise the artworks at the borrower's premises. This representative can either be: a conservator-restorer, a registrar, an audiovisual technician, an architectural technician or another profile depending on the kind of loaned artwork and the type of task to be performed. This Courier's task can be any of the following: produce reports on the state of conservation of entry / exit, supervise the transfer, charge /discharge, packing and/or unpacking, installation or taking down of the artworks, or supervision of equipment, and it shall be specified on a case by case basis. The State of Conservation Report of the artworks in the place of delivery shall be signed by both parties. The courier must be certified before its departing that the works are installed according to our conservation standards, and never can leave the institutions if those works are not accommodated in good conditions; in that cases, all courier expenses are generally assumed by the Borrower. Costs derived from such supervision will be assumed by the borrower and will include:

1. courier cost (151,93€ per working day, VAT included)
2. courier cost (200,25€ per holiday, VAT included)
3. courier cost for outward and return travel days (74,70€, VAT included)
4. travel and cash expenses (flight, train, taxi, metro...)
5. accommodation (hotel)
6. per diems²

5.13 In the event of a loan granted out of Spain, besides the former conditions, the borrower engages to:

- a) Manage the customs formalities through the specialized agents or customs agencies, that will be chosen by the borrower, by previous agreement with MACBA. Notwithstanding, MACBA reserves the right to choose the custom agent in case that the circumstances or nature of the artworks so requires;
- b) Assume customs duties and taxes.

² Per diems will be calculated according to the valid tables as published by the Generalitat de Catalunya.



6. SPECIAL CLAUSES FOR AUDIOVISUAL LOANS:

- 6.1. The loan request must be communicated to MACBA at least one (1) month before open exhibition date. An extension of the loan must be communicated to MACBA at least 15 days prior the new opening date.
- 6.2. The audiovisual works lent by MACBA will be always a copy exhibition; therefore, MACBA never sends any original works. The audiovisual format of the copy exhibition will be realized by MACBA. The borrower will be able to decide the format of the exhibition copy according to its technical necessities.
- 6.3. In case of the loan request would be share among another works from MACBA Collection, the audiovisual works will be able to be picked up with the rest of the works, according to the Clause 5 of the Agreement.
- 6.4. Nevertheless, when the loan requested is only under one or more audiovisual works from MACBA Collection, these could be sent by a regular shipping company. All charges of the shipping will assumed by the borrower.
- 6.5. The borrower shall communicate to MACBA the tracking number of sending as soon as the shipping is ordered.
- 6.6. The insurance value of the work, whose would depend of the format of the work, will be done by MACBA, and it will be always considered as a replace value. The works will be insured under MACBA insurance policy. The Insurance Company does not issue a certificate for the borrower about audiovisual copies, unless the borrower requests it to MACBA.
- 6.7. In case of damage or loss, the borrower has to pay the replace value declared in the loan agreement.
- 6.8. Realize any copy is allowed by the borrower. In case of need a new copy, the borrower has to contact with MACBA (Patricia Sorroche, psorroche@macba.cat, Mar Manen mmnanen@macba.cat or Eva López elopez@macba.cat) which will send you another one.
- 6.9. Any device or technical material will be supplied by MACBA to borrower, unless the devices or elements belong to the work.
- 6.10. For image used, see the clause 9 of the agreement.
- 6.11. All questions out of these specials clauses shall be complied through this loan agreement.



7. OCCUPATIONAL RISKS PREVENTION

The borrower is always required to respect the internal rules related to the Law of Prevention of Occupational Risks (in Spanish with the initials PRL). To this end, MACBA provides to the borrower in this act the internal coordination protocol of business activities, and he receives it and is obliged to send it and enforce it to the transport company which he subcontracts for the delivery of the loan, particularly to provide MACBA the detailed documentation before the start of the execution of the works in MACBA's premises. To that effect, the borrower is advised that any worker who subcontracts shall first be credited to access with total guarantee into MACBA's premises.

8. INSURANCE

- 8.1 It has been subscribed an insurance policy on the loaned works of MACBA in the "nail to nail" modality which covers the artistic demerit, without exemption, in accepted value and with clause of not appeal against the packer and the carrier as long as it be a specialized carrier and does not fall in a case of tort or negligence.
- 8.2 During the enforceability of the loan, the insurance company of MACBA (Salomo Bonet & Godó), will invoice directly to the borrower the amount corresponding to the premium of the insurance of the artworks requested, sending him directly the certificate of the insurance. The borrower, for any information that he could need about these matters, will be able to contact with Patricia Sorroche (psorroche@macba.cat) or Eva López (elopez@macba.cat) from MACBA's Registrar Department.
- 8.3 The borrower commits to have contracted a Public Liability Insurance (Insurance to third persons- Policy of damages), in order to cover any incidence or accident that could affect the artworks, which is not contemplated in the mentioned "nail to nail" policy.
- 8.4 Receipt of payment of the insurance premium shall be made available to the insurance company Salomo Bonet & Godó, and the certificate of the insurance shall be under MACBA's possession, before the delivery of the artworks, without it the artworks shall not be delivered.



- 8.5 The borrower commits to communicate immediately to MACBA (telephone +34 934 120 810 or fax +34 934 124 602, to the attention of Ms. Antònia M. Perelló, Curator and Head of the Collection, and Ms. Patricia Sorroche, Registrar Management of Collection to manage the damage), any damage that the artworks could have suffered, either during the transport or in the premises where the Exhibition is located.
- 8.6 If during the loan it is necessary to carry out an enlargement of the insurance of the artworks, it shall be the borrower who, through the indicated insurance company, shall carry out this formality (Mr. Xavier Lagarma, xavierlagarma@salomobonetgodo.com and Mrs. Ana Vidal, anavidal@salomobonetgodo.com), always including MACBA in such communications (Patricia Sorroche, psorroche@macba.cat or Eva López, elopez@macba.cat)

9. COPYRIGHT

- 9.1 MACBA assigns the borrower, during the enforceability of the loan, the right of public communication of the artworks, which consists on the right of exhibition or public projection of artworks in the Exhibitions described in the particular conditions. The latter is understood without any damage to the rights on the artworks that can be exercised by third parties, if there was some.
- 9.2 The reproduction of the works is subject to the previous authorization of the author or the owner of the rights.
- 9.3 The borrower shall obtain the licenses for reproduction, exhibition, distribution and public communication, for the needs of exhibition, advertisement of the Exhibition, of the edition of the catalogue and of its diffusion in the press. In any case MACBA not assumes claim of responsibility on behalf the artist or rights company concerning to obtain the rights and licenses for exhibition, reproduction, distribution or public communication.
- 9.4 The reproduction and distribution of the work, to the effect of the edition and distribution of the catalogue of the Exhibition or any other publication, shall be subject to the previous communication with MACBA, Eric Jiménez (ejimenez@macba.cat) Any other act of reproduction or distribution, of any kind, shall be negotiated, case by case, with the responsible of the Collection of MACBA or the right lawful holders, whoever corresponds.



- 9.5 The reproduction and distribution of the work, to the effect of the edition and distribution of the catalogue of the Exhibition or any other publication, shall be subject to the previous payment of an administrative cost of A HUNDRED Euros (100,00 €) plus VAT on account of management of the image artwork loan.
- 9.6 The artwork shall not be recorded by TV cameras or photographed individually, without previous authorization of MACBA. Due to press or advertisement needs, general views of the Exhibition will be able to be taken.
- 9.7 In case of audiovisual artworks, the borrower commits itself not to do any copies or duplicates of the artworks, nor transfer to other audiovisual formats, whether analogical or digital, without obtaining MACBA's previous consent. Nor will it be allowed to broadcast by TV, neither cable nor web, any fragments of the audiovisual artworks loaned, without MACBA's previous consent.
- 9.8 In the Exhibition catalogue and in the publications being edited due to the Exhibition, it has to appear, at least, the line of credit specific for each artwork which has been indicated in the particular conditions.
- 9.9 Any picture reproduced for advertising purposes shall include the following references:
- Artist
 - Title of the work
 - Date
 - Credits of the owner
 - Copyright of the work
 - Author of the image
- 9.10 The borrower shall deliver free of charge to MACBA five (5) copies of the catalogue of the Exhibition and of all publications being edited due to this, for its library and archive.

10. NATURE OF THE DOCUMENT AND JURISDICTION

This document is the complete contract subscribed by the parties for the subject that constitutes its object, and substitutes any former correspondence, letter of intentions or verbal agreements or writings among the parties. Any modification regarding the contents or conditions of this contract will only be valid if it is consigned in a written document and signed by the parties, and if it is specified that it is an amendment of this contract; in this case, it shall become part. The parties remit to the jurisdiction of the courts of Barcelona.



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