

CONDITIONS FOR BORROWING ITEMS FROM THE COLLECTIONS OF THE JEWISH MUSEUM IN PRAGUE FOR EXHIBITION PURPOSES

I

Loan request

1. Anyone applying for a loan (hereinafter the “Applicant”) is required to submit a loan request in writing to the Jewish Museum in Prague (hereinafter “JMP”) in sufficient time before the planned opening of the exhibition at which the items on loan are to be put on display, i.e. at least within 6 months for a loan of up to 10 items and at least within 12 months for a loan of more than 10 items.
2. **The Applicant is required to provide the following information in the loan request to JMP:**
 - the purpose of the loan, the precise title of the exhibition and any other relevant information regarding the exhibition (the name of the co-organizer or sub-organizer, whether it is a travelling exhibition, etc.);
 - the complete official name under which the Applicant is registered, and the Applicant’s full registered address;
 - the precise address at which the item/s on loan is/are to be exhibited, and the precise dates of the exhibition; the final loan period shall be based on these dates, starting on the day the loan is handed over by JMP and ending on the day the loan is returned to JMP (see section III) ;
the name and official identification details of the person who, on the behalf of the Applicant, shall:
 - a) *be authorized to sign a contract (i.e. the director of the Applicant’s institution or statutory representative);*
 - b) *be involved in administrative proceedings;*
 - c) *be responsible for ensuring proper climate control for the item/s on loan (e.g. the chief conservator);*
 - d) *be responsible for the receipt and return of the item/s on loan; if the item/s on loan are to be accompanied during shipment by a courier who is an authorized employee of the Applicant (see section V, subsection 3), it is also necessary to provide the name and official identification details of this person or a power of attorney;*
 - the list of requested items from JMP’s collections (hereinafter “the items”) if this has been properly consulted in advance with the relevant curator or head of the collection department; otherwise, the Applicant is required to specify the approximate amount and type of requested items. It is also necessary to specify the photographic and text materials that the Applicant requires from JMP, i.e. material for a catalogue, captions, photographs (both as a whole and in detail), accompanying panel texts, etc.
3. As part of the loan request, it is necessary to fill out A Description Of The Exhibition Space And Its Equipment (“Facility Report”) – either JMP’s or the Applicant’s own – with information about the exhibition venue, facilities, security, climate control (including the measurement method and archiving) and type of exhibit furnishings, etc. On the basis of this information, JMP will consider the possibility of, and the conditions for, loaning the requested items.

Please bear in mind that a breach of any of these conditions shall be deemed a reason for terminating the loan, even if a loan agreement has been concluded or even if the breach occurs during installation.

4. In the event that the Applicant is not a specialist museum-type institution with its own collections registered in the Central Registry of Museum-type Collections (hereinafter “CES”) under the Ministry of Culture of the Czech Republic, and in the event that the Applicant is not involved in the systematic collecting, study and presentation of items of cultural value (i.e. is not a museum or gallery in accordance with Act No.122/2000 Coll.), but is a different legal entity (e.g. city, municipality, association or firm/company), JMP reserves the right to require the Applicant to draw up a framework agreement for guaranteeing specialist oversight between the Applicant and a third party, i.e. an institution that has a collection that is registered in the CES (see <https://www.cesonline.cz/arl-ces/cs/index/>). Under this framework agreement, the third party is required, on behalf of the Applicant, to guarantee implementation of the exhibition, of which the loan of items from JMP’s collections is deemed to be part. Specialist oversight applies both to theoretical matters (e.g. consultation on the exhibition scenario and the parameters for the exhibit furnishings/facilities) and to the practical (handling of the items on loan, installation of the exhibition, etc.). The settlement between the Applicant and the third party is entirely up to the Applicant.
5. In the event of the Applicant's non-compliance with Section I, the JMP shall increase the loan preparation costs by 50 %.

II

Loan agreement and the subject of the loan

1. A prerequisite for the loan is that a loan agreement shall be duly executed and delivered to JMP at the latest 30 days before the start of the loan period, unless otherwise arranged by JMP and the Applicant.
2. The loan agreement between JMP and the Applicant shall be based solely on JMP’s loan agreement form. Changes to this loan agreement form may be made only with the mutual consent of both parties. The legal costs associated with making any changes to the loan agreement form shall be borne by the Applicant.
3. The loan agreement may be concluded only after the final selection of items to be loaned has been made.
4. The final selection of items to be loaned is a matter of agreement between JMP and the Applicant. JMP, however, reserves the right to determine the selection of items in view of their condition and level of use, in view of its commitments in other projects, and in view of the requested loan period, etc.
5. Changes to the final selection of items may be made in exceptional cases but only if there is a well-founded reason (e.g., to reduce costs, if the condition of an item suddenly changes, if conditions are found to be unsuitable, etc.). The number of selected items, however, may only be reduced, not increased.

III

Loan period

1. The loan period shall be determined by JMP after the loan request has been dealt with and the “Facility Report” has been submitted. The loan period shall be specified in the relevant section of the loan agreement.
2. The loan period specified in the loan agreement may be extended only with the prior consent of both the Applicant and JMP by means of a written addendum to the loan agreement. The Applicant is required to inform JMP in advance of any intention to request an extension to the loan period – at least 60 days in advance for a long-term loan (i.e. for one or more years) and at least 30 days for a short-term loan (i.e. for up to a year).
3. JMP reserves the right not to agree to an extension of the loan period.

IV

Insurance and guarantees

1. For items on loan to a country outside the Czech Republic, JMP may require the Applicant to provide a written legal guarantee from the state authorities of the country where the Applicant has their registered office, rendering the items on loan immune from confiscation in the Applicant’s country for the duration of the loan, either in the form of “immunity from jurisdiction” or in the form of “immunity from seizure”. The form and title of such a document shall be based on legislation in force in the country where the Applicant has their registered office. JMP, however, reserves the right to consider whether to accept such a guarantee.
2. For items on loan to a country the Czech Republic, the Applicant is required, at their own expense, to insure the items on loan from “nail to nail”. This insurance shall cover all risks, including natural catastrophes and climatic influences. The insurance value of each item on loan shall be determined solely by JMP. As written evidence that insurance has been taken out, a valid insurance policy must be delivered to JMP no later than 30 days before the agreed-upon start date of the loan period, unless otherwise arranged by JMP and the Applicant.
3. For items on loan in the Czech Republic, insurance shall be a matter of agreement between JMP and the Applicant. If there are reasons for doing so, JMP may require the items on loan to be insured.
4. JMP reserves the right to subsequently change the insurance value of the items on loan, if their value on the international market changes. The Applicant shall be notified in writing of any change in the insurance value, and such change shall be binding on the Applicant.
5. In the event that the Applicant and JMP agree to extend the loan period beyond the term of the insurance policy, the Applicant shall automatically be required to extend the term of the insurance policy accordingly.

V

Packing, shipping, courier service

1. The method of packing and shipping the items on loan shall be determined by JMP and shall be binding on the Applicant. Information about the packing method for each item on loan shall be included in the Condition Report.
2. Unless otherwise arranged by JMP and the Applicant, the items on loan shall be accompanied by an authorized member of JMP's staff (courier) from the moment the items leave JMP to the moment of installation at the exhibition venue, and from de-installation to their return. The courier shall observe the items on loan being packed and inspected prior to shipment, installed at the loan venue, and de-installed, inspected and packed prior to return shipment.
3. In the event that JMP refrains from sending its own courier, the courier service may be provided by one of the Applicant's authorized employees or by a professional freight forwarder, subject to prior consent from JMP.

VI

Customs clearance

1. For items on loan to another country, customs clearance shall take place exclusively on the premises of JMP and the Applicant, and not at customs offices.
2. As customs declarations and permission to export items of artistic value from the Czech Republic to another country are valid only for a limited time, JMP must be informed in the event of any postponement of the deadlines for receiving the items on loan to another country, and no later than 30 days prior to the appointed deadline for receiving the items on loan.

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VII

Handling of the items on loan and conditions for installation

1. Throughout the loan period, the Applicant is required to handle the items on loan with maximum care and in full accordance with JMP's instructions which are set out in the condition report, and the Applicant is required to take all precautions to prevent any kind of damage, devaluation, destruction or loss of the items.
2. All areas where the items on loan will be placed must be safeguarded in full accordance with JMP's instructions. The exhibition space must be prepared before the items are unpacked so that they can be placed straight away in their designated positions. In exceptional cases where there are compelling reasons why this condition cannot be met, the Applicant must provide a suitable air-conditioned depository space for the temporary storage of the items on loan.
3. All areas where the items on loan are to be placed must provide a stable climate-controlled environment:

3.1 Limits for collection objects: air temperature at 18–20°C (+/- 2°C), relative humidity at 45–55%; maximum 50% relative humidity for textiles and metal objects. Lighting in the exhibition area may not exceed a limit of 150 lux; objects made of paper or other sensitive organic materials may not be exposed to natural sunlight. The level of artificial lighting for such items is generally

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set at between 50 and 100 lux, depending on the nature and sensitivity of the items in question. The lighting conditions for each item are specified by JMP in the “Condition Report”.

3.2 Limits for copies of collection objects: basically the same temperature and humidity conditions as set out in 3.1 although JMP will allow the given limits to be exceeded or to fluctuate. There are no strict limits for light levels as they depend on the material of the items in question. In general, these items are intended for display under less stringent conditions.

4. Immediately after being unpacked, the items on loan shall be placed in display cases cabinets or kept in a suitable storage area that has been approved in advance by JMP. Display cabinets may not be re-opened once the items on loan have been placed in them. All technical and installation requirements (e.g. addition of captions, lighting, humidity absorbers) must be prepared before the items are placed in display cabinets.
5. JMP reserves the right to require that its collection objects on loan are the last items to be installed and the first to be de-installed at the exhibition venue.
6. It is recommended that the Applicant shall consult with JMP in sufficient time about the installation method and about all the details relating to this, as it is necessary for the Applicant to arrange and have written confirmation of the installation method at least 30 days prior to the start date of the loan period and to inform JMP of this promptly.
7. Unless otherwise arranged by JMP and the Applicant, all the collection objects on loan shall be placed in lockable dust-free display cases, and items made of fragile or sensitive materials must, in addition, be placed on vibration-free bases. If required by the nature of a particular item on loan, or if the exhibition venue does not meet the specified climate-control limits, the display cases must be provided with their own climate control and measuring equipment.
8. In the event of a loan period over four weeks, JMP shall require the Applicant to monitor the items on loan throughout the loan period and to provide regular reports with readings of temperature and relative humidity values; it is therefore recommended that, prior to installation, the display cases should also be provided with a calibrated measuring device or recording equipment that enables a regular visual readout or automatically saves the measurements at a set time.
9. JMP reserves the right to set out specific requirements for handling certain items on loan.
10. JMP reserves the right to inspect compliance with the stipulated conditions in the areas where the items on loan will be exhibited or temporarily stored (see section VII, subsections 2-5). If it comes to light that the stipulated conditions have not been complied with by the Applicant, JMP may at any time terminate the loan agreement and demand the return of the items on loan.
11. Under no circumstances may the Applicant remove an item on loan from its mat or undertake any alteration or treatment on any of the items on loan. All mechanical and chemical materials used during installation of the items on loan must be approved in advance by JMP; this approval may not be requested of the courier at the exhibition venue.

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12. The applicant shall comply with all the conditions for handling the items on loan that are specified by JMP in the condition report for each item (i.e. by using appropriate technical aids and devices).
13. In the event of any change in the state of an item on loan while being shipped, exhibited or placed in storage during the loan period, the Applicant shall immediately furnish JMP with detailed written information and photographic documentation of this change. If the items on loan are escorted by a courier during shipment, a condition report for each item must be filled out in the courier's presence. JMP will set out in writing what further action is to be taken; such action shall be binding on the Applicant.
14. Damage calculation shall depend on the nature of the damage and the cost incurred to repair the damage. In the event of destruction or loss of any of the items on loan, the insurance value that is specified in the loan agreement shall apply.

VIII

Compliance with the stipulated purpose of the loan and reproduction rights

1. The items on loan may be used by the Applicant only for the purpose that is specified in the loan agreement.
2. The Applicant is required to take into account and respect the connection the items on loan have with Judaism and to prevent them being shown at the exhibition venue concurrently with items that clearly symbolize or promote the values of another religious group or with items which, on a different basis, evoke an association that could, either in the exhibition or in a broader context, damage, degrade or reduce the informative value, symbolism and significance of the Judaica items on loan.

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In the event of special cross-cutting exhibitions that draw, for example, on various religious traditions, it is necessary to agree in advance on how the Judaica items on loan are included and displayed in the given context.

3. All of the items on loan from JMP's collections are subject to reproduction rights that are owned by JMP, the respective authors or copyright heirs. Each reproduction of an item on loan that is made (e.g. for publication in a book, catalogue, leaflet, various printed materials, newspaper, magazine, or on a CD-ROM, the Internet or other network, or for use in a film, theatre or music performance, etc.) is subject to reproduction rights. The Applicant is required to conclude an agreement with the owner of the copyright or reproduction rights to permit the reproduction of items on loan for a given purpose.
4. JMP will charge the Applicant for the provision of digital images for publication or for other purposes.
5. With the exception of photographs showing the entire exhibition and of photographs taken for the purposes of internal documentation, the Borrower may not in any way reproduce any of the items on loan.

Please bear in mind that a breach of any of these conditions shall be deemed a reason for terminating the loan, even if a loan agreement has been concluded or even if the breach occurs during installation.

6. The Borrower may allow individual visitors to take photographs or videos of the items on loan, but only for private use. The use of tripods, flash photography, or additional lighting shall be prohibited when taking such photographs or videos. Such images may only be published for the personal use of visitors to the exhibition.
7. The texts of the exhibition catalogue, captions and all additional related printed material are subject to JMP's approval. The Applicant may not publish or in any way use these texts without JMP's prior written consent.
8. The Applicant is required to state in the texts of the exhibition catalogue, captions and all additional related printed material that the items on display belong to the Jewish Museum in Prague.
9. Unless otherwise stipulated by JMP, the Applicant shall provide JMP with two complimentary copies of all publications that are published for the exhibition. JMP reserves the right to be able to determine the amount of complimentary copies it may receive with respect to the number and nature of items on loan. For exhibitions with ten or more items on loan from JMP, JMP may also request two posters and additional material such as educational booklets, etc.

IX Payment of costs

1. All essential costs associated with the loan of items from JMP's collections shall be paid by the Applicant, unless specified otherwise in another written agreement between the Applicant and JMP.

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These costs are as follows:

a) A one-off administrative fee for dealing with the loan as based on JMP's valid price list. This fee includes the cost of drawing up the loan agreement, securing an export permit for loans abroad, carrying out a basic search in the registration records and depository, selecting the exhibits, determining the condition and cost of restoring the exhibits, providing a description and detailed specification of the exhibits (beyond the scope of first-level registration) and preparing a condition report. In exceptional cases, JMP may reduce or waive the administrative fee, particularly in the event that the Applicant provides reciprocity to JMP or in the event of another situation that is

worthy of special regard. The decision to reduce or waive the administrative fee shall be taken solely by JMP's director, and the Applicant shall be informed of this in writing;

b) Other costs associated with the preparation of an exhibition exceeding the scope of sub-section (a) – i.e., preparation of the exhibition scenario, preparation of exhibition texts beyond the scope of ordinary captions, production of photographic materials, models, texts, etc., as well as essential restoration and conservation work. All costs shall be based on JMP's valid price list;

c) All costs associated with shipping the items on loan for the exhibition (see section V, subsections 1-3);

Please bear in mind that a breach of any of these conditions shall be deemed a reason for terminating the loan, even if a loan agreement has been concluded or even if the breach occurs during installation.

- d) *All costs associated with the exhibiting (installation, de-installation, provision of exhibit furnishings/facilities, installation aids, etc.) or temporary storage of the items on loan while meeting all the conditions laid down by JMP (see section VII, subsections 1-14);*
- e) *Insurance of the items on loan (see section IV);*
- f) *Courier services (courier travel, accommodation and subsistence costs that are connected with the installation and de-installation of the items on loan, and all other courier travel expenses during the exhibition which shall be agreed upon by JMP and the Applicant; see section V);*
- g) *Costs associated with carrying out checks to ensure that the conditions for the handling of the items on loan have been met (see section VII, subsection 10) ;*
- h) *All costs associated with the payment of reproduction fees (see section VIII, subsections 3-4);*
2. JMP may require payment of all of the afore-mentioned costs also in the event that the loan does not take place. In such an event, JMP shall provide a document showing the actual costs that have been incurred in connection with preparing the loan.

I confirm that I have read and understood and that I accept and agree to all the above conditions:

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In

on the day of

Signature/stamp:

Signatory's name and position (*the director of the Applicant's institution or statutory representative*)

Please bear in mind that a breach of any of these conditions shall be deemed a reason for terminating the loan, even if a loan agreement has been concluded or even if the breach occurs during installation.