

LOANS TO EXHIBITIONS

— Specifications —

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1. CHOOSING WORKS

The loaning of works from the Bibliothèque nationale de France's (BnF) collections is only possible when these works cannot be found in other collections.

It is up to the borrower to take responsibility for the research proceeding the choice of works.

To do this, he is invited to get in contact with the relevant collections departments of the BnF for any scientific questions and with the Loans office for practical procedures relating to his loan request.

2. LOAN REQUEST

The loan request must be addressed to Madam the President of the Bibliothèque nationale de France, at least eight months before the planned inauguration date of the exhibition. This time period is required to examine the request and for the material formalities (possible restoration, reprographic backup, framing, etc.).

The shelf numbers of the works and names of the departments in which they are kept must appear on the request.

For printed works or manuscripts, the borrower must indicate what page or what folio he wants to show.

The list of works requested must be definitive.

The addition of new works from BnF collections will only be able to be considered exceptionally, after the sending of a new official email, at least 3 months before the inauguration.

After receipt of the request by the BnF, it will send the borrower the specifications and the information sheet that he must return, duly completed and signed, to the Loans office, the address of which is indicated on the header of this document, accompanied by a facility report.

3. LOAN AGREEMENT - CONTRACT

The complete loan request (the official mail request, the specifications, the completed information sheet and the facility report for the planned location of the exhibition) shall be sent to the loan commission of the BnF which meets once per quarter.

The information relating to the management of loans must be sent to the BnF's Loans office.

If the Loan Committee's decision is favourable, the BnF will send to the Borrower the official agreement and loan contract with appended list of works loaned, along with the BnF insurance form, which the Borrower must have signed by its insurer. The duly signed original copies of the said contract and insurance form must be returned to the Service des Recettes (Bibliothèque nationale de France, Quai François Mauriac, 75706 Paris Cedex 13) before the works are despatched. The Borrower's copy will be returned to it as soon as possible.

For certain works, which will be identified in the loan contract, the Borrower undertakes to bear the cost of readying them for exhibition (box, assembly of models, lectern, cradle, etc.).

Specifications will be communicated to the Borrower by the department making the loan, so that it can obtain estimates from one or more restorers. As the case may be and at the Borrower's request, the BnF may communicate service providers' contact details. The Borrower shall communicate the estimate to the lending department for technical validation before placing the order with the service provider, for the cost of which it alone is responsible.

In the event of the exceptional participation of the BnF, due to the number or value of the works loaned, or in the event of a scientific collaboration (commission), the development of the BnF's contribution will be specified in the aforementioned loan contract.

4. LOAN TERM

The number of days the works loaned from the BnF are exhibited must not exceed 120. The loan term accepted shall be determined by the loan commission according to preservation and exhibition criteria of the works presented by the borrower. Loaned works cannot be handed over to the carrier by the BnF more than 15 days before the exhibition inauguration. The handover date will be agreed with the Loans office.

The works must be returned within 15 days following the end of the exhibition. The BnF reserves the right to request the return, in advance, of all or some of the works loaned in the case of force majeure, serious international events likely to lead to great risks to the works, or if the lending conditions agreed have not been respected, without the borrower being able to raise any objection.

The President of the BnF and the Loans office must be advised in writing and straight way of any change taking place in the exhibition dates or any temporary closure of the exhibition venue. The BnF reserves the right to refuse these alterations.

5. PRESERVATION AND EXHIBITION OF WORKS

Loans from the BnF are subject to the commitment from the borrower to agree to the following preservation, and safety conditions:

- All of the spaces (exhibition halls/rooms and vaults) must be alarmed and monitored day and night;
- Thermo-hygrometric conditions (vault, exhibition rooms, showcase): relative humidity between 45 and 55%, temperature between 18° and 21 °C. A thermo-hygrometric recording device is required in each exhibition room (the BnF reserves the right to request the climatic readings from the space or the showcases);
- Lighting limited to 50 Lux for the opening hours of the exhibition, the core power supply must be outside of the showcases;
- No natural light must light the works;
- Secured and alarmed showcase;
- Locked and alarmed vault;
- The fire safety system must meet the requirements of the French «buildings open to the public» type (ERP);
- The use of materials in accordance with the international preservation standards and guaranteeing the work's integrity is compulsory;

Specific requirements will be able to be specified in the loan contract to ensure the proper preservation of certain works. The BnF will communicate to the borrower the preservation measures which are required.

The BnF's Loans office must be notified straight away of any incident or accident. In the event of an absolute emergency (major risks), the borrower is authorised to take any practical preservation measures and, where required, remove the damaged work from the exhibition site, after having notified the Loans office.

Any intervention without the BnF's authorisation aiming to repair damage caused to a work on loan and / or its presentation method if it belongs to the BnF is explicitly prohibited. The restoration will be carried out under the authority and the technical supervision of the BnF and at the borrower's expense.

6. RESTORATION BEFORE DEPARTURE / FRAMING AND INSTALLATION

Any restoration of works required before the loan will be at the borrower's expense.

The framing, the encapsulation of isolated documents and showcase installation are obligatory and will be ensured by the BnF at borrower's expense. **It is explicitly prohibited to remove works from their frame or alter the existing presentation method.**

For some works, which will be identified in the loan contract, the borrower commits to taking on the presentation expenses (box, assembly of models, lecterns, cradles, etc.).

7. REPROGRAPHIC BACKUP

A reprographic backup will be made for all works the loan of which is agreed by the BnF and for which it does not have a complete security reproduction.

This service, at borrower's expense, will be carried out before the departure of the works, by the Reproduction department of the BnF (including all taxes whatever the exhibition site).

If the pro forma invoice established by the BnF is not paid by the borrower two months prior to the inauguration of the exhibition, the loan will be negated, and the borrower will not be able to claim any compensation.

8. EXHIBITION CATALOGUE AND EXHIBITION POSTER

The BnF cannot commit to providing descriptive notes of borrowed works.

The Reproduction department (servicepro@bnf.fr) is the borrower's main contact for illustration requests. Requests must be accompanied by permissions from the copyright holders for works still protected under intellectual property rights.

For any use of photographs of works in an editorial product (catalogue, poster, invitation card, etc.), the borrower commits to returning the commercial use licence form to the Reproduction department and paying the corresponding fee.

Following the opening of the exhibition, the borrower will send a catalogue per lending department concerned to the Loans office of the BnF, as well as one for the Loans office.

In addition, for exhibitions organised in France, the borrower will ensure that the legal deposit of the catalogues and posters shall be done from the placing on sale or distribution under the conditions provided for in the French legislation in force. The borrower will also ensure this, for exhibitions organised outside of France, if, moreover, the catalogues and posters are subject to circulation among the French public.

9. COPYRIGHT AND IMAGE RIGHTS

For works protected under intellectual property, the organisers of the exhibition must collect prior reproduction and representation permission from the authors, right holders or collective management companies like A.D.A.G.P. (11 rue Berryer, 75008 Paris), SACEM (225 avenue Charles de Gaulle 92528 Neuilly sur Seine Cedex).

They will also settle the possible copyrights. This authorisation will be required by the Loans office before the works' departure. Moreover, as a reminder, no copy order for the catalogue shall be considered without this authorisation.

The borrower will vouch that no copying of the works shall be undertaken in contravention of French legal texts on literary and artistic property.

The borrower commits to checking that the individuals represented, as the case may be, in works loaned to the BnF or, subject to certain conditions, their right holders, accept the use that he intends to make of their images.

The BnF shall not be held responsible in the event of an infringement of image rights due to a non-compliant use by the borrower.

10. MENTION OF THE NAME OF THE BIBLIOTHÈQUE NATIONALE DE FRANCE

The borrower commits to mentioning the name of the Bibliothèque nationale de France on all media relating to the exhibition of loaned works (plates, banners, publications, etc.).

Any use of photos made by the Reproduction department of the BnF must include the quote: «**Bibliothèque nationale de France**».

This text does not replace the application of French legislation in copyright (mention of the author's name).

11. PERMISSION TO PHOTOGRAPH OR FILM

For any photography or visual image (advert, television, etc.) of works from the BnF, prior authorisation must be requested from the relevant departments of the Bibliothèque nationale de France at the following addresses: reproduction@bnf.fr, communication@bnf.fr. The request may give rise to the creation of a distinct contract and, where required, the payment of a usage fee.

12. INSURANCE

The cost of insuring borrowed works (commercial policy and/or government guarantee) is borne by the Borrower, using an insurer specialising in works of art.

The BnF requires that the Borrower's insurance cover meet the following criteria:

- works on loan must be guaranteed against all risks, including depreciation risk (loss of works' value due to damage suffered by them), risks due to force majeure (as defined in Article 1218 of the French Civil Code) or attributable to the fault of a third party, and in particular against risks of theft, fire, water damage, natural disaster, earthquake, climatic phenomena (cyclones, tornadoes, lightning, etc.), explosion, strikes, riots, popular movements, terrorism, and any other cause not attributable to the Borrower;
- coverage of the abovementioned risks is nail-to-nail, from the works' place of departure up until their return to the BnF, including during the exhibition and related operations (in particular temporary storage packaging, transport, handling, and assembly/disassembly/installation);
- agreed value insurance: works' insurance values are set by the Bibliothèque nationale de France and accepted by the Borrower, and shall remain confidential;

- compensation in euros. It is also expected and agreed that material damage to or loss of an insured work that is part of a batch, pair or body of work constitutes material damage to or loss of such batch, pair or group. The insurer shall be required to reimburse the work's intrinsic value taking account of the highest value as part of such group;
- without deductible;
- containing a clause waiving any right of action against any individual assisting in the creation of the exhibition, including transporters, packers, installers, pedestal makers, holders or keepers of works, the BnF itself and its curators and employees (except in the event of wilful misconduct or gross negligence on the part of the beneficiaries of such clause);
- expressly mentioning the inalienable, unattachable and imprescriptible character of the State's collections of which the BnF is the custodian, and excluding any clause on eventual abandonment or repurchase of works.

The Borrower shall provide the corresponding certificate along with the BnF form signed by its insurer or, as the case may be, by its own hand in the event of a government guarantee without complementary insurance (subject to the BnF's prior agreement). The insurance cover of borrowed items (commercial policy and/or government guarantee) must correspond in every respect to the criteria itemised in these specifications and to the form attached to the contract, which shall be signed and returned to the BnF's Loans Office at least one month before the exhibition opens, failing which transport cannot be guaranteed. In the event of a foreign government guarantee, the Borrower shall, within the abovementioned deadline, communicate a copy of the said guarantee to the BnF, obligatorily accompanied by its translation into French.

All settlements of claims shall be made in euros, direct to the BnF, unless otherwise agreed by the latter.

13. PACKAGING, TRANSPORT, CUSTOMS, SHIPPING, CONDITION REPORT

All the expenses relating to the organisation of the exhibition are at the borrower's expense, notably the packaging, transport and shipping. The use of a company specialised in art works is required, unless there is a contrary provision in the loan contract.

The Loans office will be able to refuse works from leaving if the packaging and / or wrapping appears insufficient to it, or if the vehicle does not comply.

TRANSPORT BY A SPECIALISED COMPANY

The carrier will be responsible for transport packaging and customs formalities where required. For works loaned abroad, the company selected must ensure the services of an equivalent agent in the host country of the exhibition. This equivalent agent must be the forwarder of a company specialised in transporting art works. He will be responsible for the loans and the courier of the BnF during transfers inside of this country. In certain cases, the BnF may require separate transport for safety and security reasons.

SHIPPING

The BnF reserves the right to request that works are accompanied by one or several couriers of its choice, responsible for their installation. All the travel, trip, hotel and meal expenses are at the borrower's expense. The courier is entitled to check the exhibition and preservation conditions of works in all spaces concerned (exhibition hall/room, display cases, vault.)

In case that safety, security or preservation rules are not adhered to, the courier may decide to return the works to the BnF, or to place them in a vault respecting the conditions defined in article 5 of these specifications.

In the event of difficulties during the exhibition, the BnF reserves the right to send a member from its departments, at the borrower's expense.

CONDITION REPORT AND RESPONSIBILITY FOR DAMAGE INCURRED

Before the departure of works from the BnF, and prior to their packaging, a condition report will be created by the BnF. If the borrower cannot be present or represented to countersign the condition report that is accordingly created by the BnF, it will be legally binding for the borrower and will be valid in the event of damage caused to the works during the loan term (all additional included operations, and notably the temporary storage, transport, handling dismantling / installation).

This initial condition report will be completed and signed upon the works' arrival at the exhibition site, after unpacking, by the representatives of the BnF and the borrower. The original will be kept by the BnF. A copy will be handed to the borrower.

Before the departure of the works from their exhibition site(s), and prior to their packaging, the condition report shall be updated by both parties. It will finally be completed upon their arrival at the BnF after unpacking. If the borrower cannot be present or represented to countersign the final condition report that is accordingly created within the premises of the BnF, it will be legally binding for the borrower and he must cover any damage noted on the work.

The borrower shall be responsible if any damage is noted which had not been noted in the initial condition report. The BnF will be compensated equal to the loss sustained (consecutive and non-consecutive immaterial damage as well as material damage) within the limit of the insurance values communicated in terms of material damages to works.

14. CANCELLATION OF THE LOAN

Any cancellation by the borrower must be subject to an official registered mail with receipt (or equivalent) addressed to the President of the Bibliothèque nationale de France, with a copy sent to the BnF's Loans office.

The work committed by the BnF (for example the reprographic backup), the fee of which would have already been settled by the borrower, are, under no circumstances reimbursable.

The borrower must pay the cost of framing and any other work already carried out by the BnF before the receipt of the cancellation mail.

In the event of force majeure, unforeseeable circumstance or serious international events likely to bring high risks to the works selected for the exhibition, the BnF will be able to cancel the loan of works to which it has full rights, before their departure, without the borrower being able to raise any objection.

The borrower will be notified of the cancellation in writing.

15. SETTLEMENT OF DISPUTES

Failing an amicable resolution, any dispute will be subject to French legislation and presented before the competent French courts.

Title of the exhibition:

Location: Dates :

Date :

Signature of the person responsible for the exhibition:
Signed and agreed