



EUROPEAN AGENDA FOR CULTURE  
WORK PLAN FOR CULTURE 2011-2014

**PRACTICAL WAYS TO REDUCE THE COST OF LENDING AND BORROWING OF  
CULTURAL OBJECTS BETWEEN MEMBER STATES OF THE EUROPEAN UNION**

**TOOLKIT**

WORKING GROUP OF EU MEMBER STATES EXPERTS  
(OPEN METHOD OF COORDINATION)  
ON THE MOBILITY OF COLLECTIONS



SEPTEMBER 2012

## INTRODUCTION

There are two important ways to encourage and increase the mobility of collections: to reduce the costs and to simplify the process of lending and borrowing.

This Toolkit on Collection Mobility provides the museum professional with useful guidelines, checklists, factsheets and links to practical information that can be used in the process of lending and borrowing. All the necessary information can be found in this toolkit and links between the items are created to find the specific information that may be needed, without having to go through too much paperwork.

It's also important that everyone should use the same terminology or have a shared understanding of what someone might mean when discussing conditions for borrowing and lending. That's why a ***glossary of terms*** has been prepared in four languages: English, French German and Italian and is at Section 7 below [see page 47].

The toolkit also proposes guidelines for Member States' governments on how to promote collection mobility (and significantly reduce overall costs) by preparing the outlines of an indemnity scheme and a checklist of what should be contained in the guidelines relating to that scheme.

If the governments cover the risks and the museums trust each other, because they are familiar with each other's regulations and are speaking the same language, many of the obstacles in the process of lending and borrowing will be removed.

This toolkit is a complement to a report produced by the Open Method of Coordination Working Group of EU Member States Experts on Mobility of collections set up in March 2011, which contains a number of recommendations for the EU Member States, museum professionals and EU institutions in four areas: indemnity schemes, valuation processes, risk assessment and transport.

Link to the report: [http://ec.europa.eu/culture/our-policy-development/european-agenda-for-culture/involving-the-member-states\\_en.htm](http://ec.europa.eu/culture/our-policy-development/european-agenda-for-culture/involving-the-member-states_en.htm)

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## 1. GUIDELINES FOR THE INTRODUCTION OF STATE INDEMNITY SCHEMES

### 1.1. INTRODUCTION

State/Government indemnity can be defined as a national system under which the government supports the organisation of major exhibitions by taking on (part of) the risk liability from the organiser. It is an undertaking by the relevant authority in the borrowing state to compensate for harmful events that might occur during the loan period.

This means that if a borrowed museum object is damaged or lost during the course of an exhibition, the state guarantees compensation for (part of) the damage or loss. Indemnity is in fact the transfer of (part of) liability/risk from the borrowing museum to the state. As the borrower's risk is covered, the borrowing museum may proceed with the loan usually without the need to purchase commercial insurance.

#### **What is the role of state indemnity in the mobility of collections?**

State indemnity is a very effective tool for dynamic development in the museum field which promotes mobility of museum collections. It reduces significantly the financial burdens of an exhibition, as the organizer does not need to take out insurance or only needs to take out limited risk insurance. Insurance costs represent a considerable amount – ranging from 15% to 40% - in the overall exhibition budget paid, as a rule, by the borrowing institution to commercial insurance companies.

State indemnity relieves museums from the tremendous strain on their budgets imposed by insurance costs, while also lowering the actual risk to the borrowed object by ensuring the highest standard of care for the indemnified objects. It does not only aid museums financially but provides guarantees for the well-being of the object on loan, thus developing trust between lending and borrowing institutions and supporting cultural exchanges.

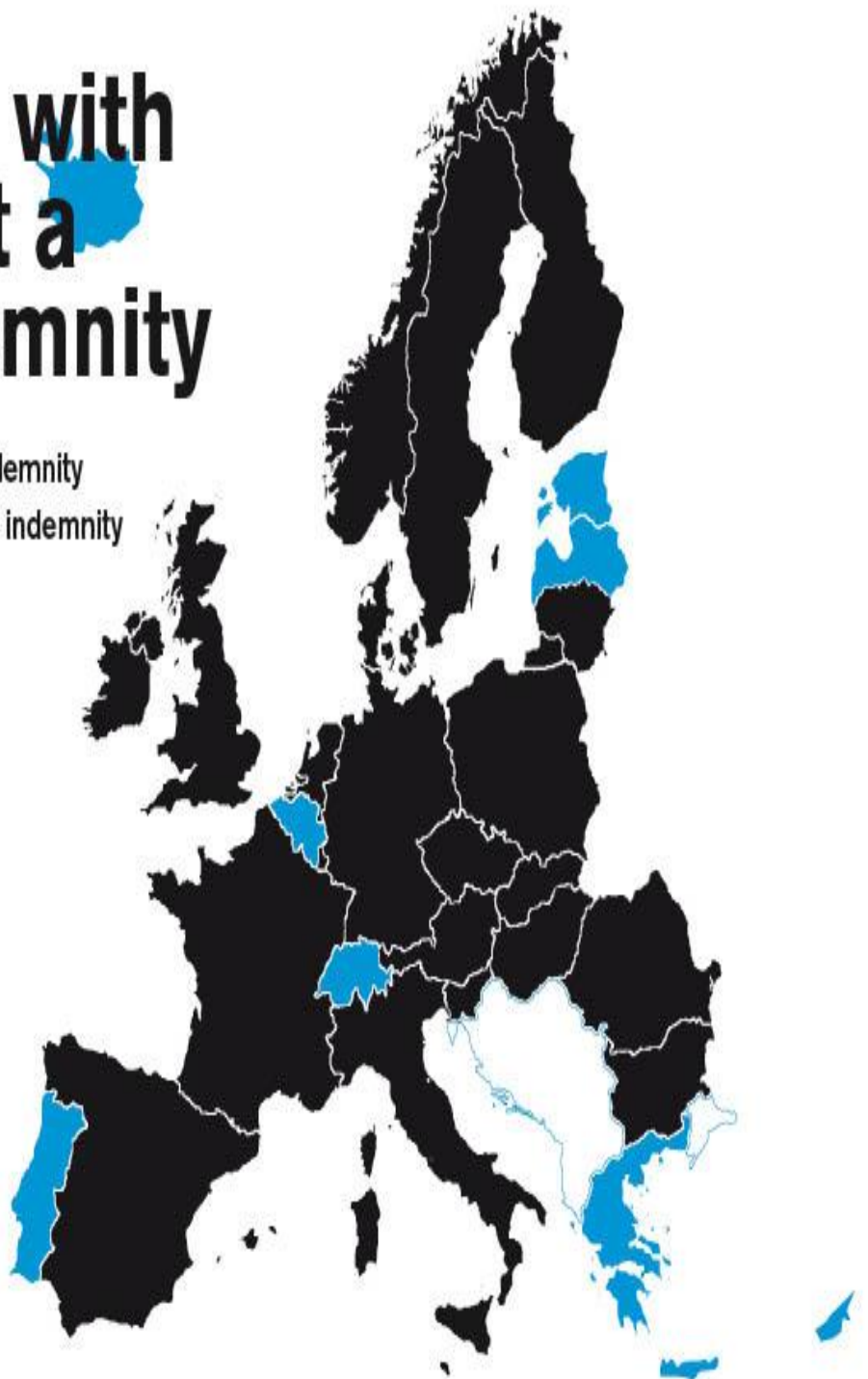
#### **State indemnity in Europe**

According to a survey undertaken by the OMC sub-group on “State indemnity and shared liability agreements” in 2009-2010, 22 out of 30 European countries (Member and non-member states) queried have already established a state indemnity scheme. These countries are the following ones: Austria, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Hungary, Ireland, Italy, Lithuania, Luxembourg, Malta, The Netherlands, Norway, Poland, Romania, Spain, Slovenia, Slovakia, Sweden and the United Kingdom.

With the exception of Malta and Luxembourg which have not adopted relevant legislation but make use of such a scheme in practice, all other countries have legislation in force concerning state indemnity. It should also be noted that in Slovenia state indemnity, although established by law, has never been applied in practice.

# Countries with or without a state indemnity

- Countries with a state indemnity
- Countries without a state indemnity



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*Map indicating geographical spread of state indemnity in Europe 2012*

## 1.2. DOCUMENTS CONCERNING THE NECESSITY OF INTRODUCING STATE INDEMNITY IN EU MEMBER STATES

- Study No. 2003-4879 ordered by the European Commission to inventory national systems of public guarantees in 31 countries (2004)<sup>1</sup>

**"This is, in our opinion, an opportune time to recommend that all the members of the European Union set up state indemnity schemes.** This would permit significant economies to be made in relation to the organisation of exhibitions, and would encourage loans of works of art within the Union. But the differences that exist between national systems sometimes make it difficult for lenders from one country to accept the scheme offered by another. In order to revitalise this situation, Member States could try to achieve some convergence in the terms and conditions of their indemnity systems, or at least attempt to define the terms and conditions of the minimum indemnity they undertake to provide. If necessary, they could be encouraged to do so by the European Union, perhaps through a recommendation or a set of guidelines or a code of practice.

[...]

In our opinion, if we are to remain within the spirit of Article 151 of the Treaty on European Union, **the wisest and most urgent measure at present is for all European countries to set up and adopt a national state indemnity scheme."**

- Museums Collections on the move (2004)<sup>2</sup>:

**"Participants accepted all the recommendations of a report produced at the European Commission's request by the Réunion des Musées Nationaux in France and the State Museums of Berlin. They agreed that state indemnity should apply not only when works of art are on loan for special exhibitions, but also to long term loans."**

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<sup>1</sup> Réunion des musées nationaux (RMN), Établissement public à caractère industriel et commercial (EPIC), in collaboration with Staatliche Museen zu Berlin Preussischer Kulturbesitz, page 182. The study is available at:

[http://ec.europa.eu/culture/pdf/doc920\\_en.pdf](http://ec.europa.eu/culture/pdf/doc920_en.pdf).

<sup>2</sup> Conference Report, October 28-29, 2004, page 15. The report is available at:

[http://www.museumcollectionsonthemove.nl/references/Conference\\_Report.pdf](http://www.museumcollectionsonthemove.nl/references/Conference_Report.pdf).

- Lending to Europe. Recommendations on collection mobility for European museums (2005) <sup>3</sup>:

**“The group recommends that:**

[...]

**Member States:**

- **have indemnity schemes for international exhibitions and long term loans;**
- accept the indemnity schemes of other Member States;
- make their indemnity schemes better known;
- adapt existing schemes to offer 100% coverage;
- **speed up the development of their indemnity schemes”.**

- Action Plan for the EU Promotion of Museum Collections' Mobility and Loan Standards (2006) <sup>4</sup>:

“Member States are encouraged to establish and use comprehensive government indemnity schemes as an alternative to commercial insurance.

[...] actions [...]:

- Encourage the Member States to establish an indemnity scheme [...];
- Assist those Member States who are establishing an indemnity scheme [...].”.

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<sup>3</sup> A report produced by the working group of museum experts set up under the Work Plan for Culture 2005-2006, page 14. The report is available at:

[http://www.lending-for-europe.eu/fileadmin/CM/public/documents/policy/Lending\\_to\\_Europe.pdf](http://www.lending-for-europe.eu/fileadmin/CM/public/documents/policy/Lending_to_Europe.pdf).

<sup>4</sup> The Action Plan, envisaged by the Work Plan for Culture 2005-2006, was prepared by the European Commission, the Council and the Member States (see page 8). It is available at:

[http://www.lending-for-europe.eu/fileadmin/CM/public/documents/policy/Action\\_Plan\\_for\\_the\\_EU\\_Promotion.pdf](http://www.lending-for-europe.eu/fileadmin/CM/public/documents/policy/Action_Plan_for_the_EU_Promotion.pdf).

- Final Report and Recommendations to the Cultural Affairs Committee on improving the means of increasing the Mobility of Collections (2010)<sup>5</sup>:

### **"Recommendation 1**

Member States that do not have state indemnity legislation in force should consider the introduction of such a system. In order to do so, they are encouraged to study the existing systems in the EU. [...]"

*8 out of 30 examined European countries have not developed a state indemnity scheme. Their museums therefore face high insurance costs when setting up an international exhibition. The provision of state indemnity, which need not be expensive in terms of payments made, would allow such costs instead to be applied to the necessary regime of inspection security measures which must underpin any provision of state indemnity."*

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<sup>5</sup> OMC expert working group on the Mobility of Collections, page 13. The report is available at:

[http://ec.europa.eu/culture/documents/omc\\_mobility\\_collections\\_reportrome\\_07\\_10.pdf](http://ec.europa.eu/culture/documents/omc_mobility_collections_reportrome_07_10.pdf).



## 1.3. ARGUMENTS FOR INTRODUCING STATE INDEMNITY

### What are the benefits of state indemnity for the society?

Financial resources saved in insurance premiums may instead be invested in organizing **more exhibitions** of high cultural and artistic value. This, subsequently, facilitates **broader access to European museum collections/European cultural heritage**. Greater diversity and amount of international museum exhibitions fosters **better understanding of European cultural diversity** and **promotion of common European identity**.

### What are the financial benefits of state indemnity for the country?

National indemnity schemes lower exhibition costs substantially as considerable sums of money are saved by avoiding costly commercial insurance premiums. The amounts previously spent on such insurance can be allocated to other important purposes, such as the improvement of the safety and environmental conditions of national collections. In addition, the amounts paid in compensation are also quite low as very few claims are made. For statistics on the savings made on the amount of insurance premiums paid and on the compensation paid out within the framework of the existing state indemnity schemes see the chapter "Statistics" in this Toolkit).

Furthermore, lower exhibition costs permit the organization of more exhibitions of our shared heritage with both cultural and economic advantages, including higher numbers of visitors and economic growth.

### What are the benefits of state indemnity for museums?

Freed from the need to purchase commercial insurance, and experiencing **significant economies** in the organization of exhibitions, more European museums become able to **join the large international exhibition circuit**. Closer collaboration **improves professional contacts between museums and museum professionals and smooths the path to increased lending and borrowing**. Moreover, the existence of state indemnity contributes to **raising museums' prestige** in an international professional environment, as they increasingly become **stable and equal cooperation partners** in international exchanges of exhibitions.

For museums, the implementation of state indemnity **makes it easier to exchange**, and particularly to borrow museum objects. As a result, museums are enabled to make **more intensive use of their collections**, as well as **more frequent staging of major exhibitions**.

Most importantly, the introduction of state indemnity contributes significantly to raising museum safety and professional standards: due to the necessity of underpinning any such scheme by ensuring the highest standard of care for the indemnified borrowed objects at every stage in their journey. **Conditions for safety**

**of exhibits in museums are therefore improved** and the direct contacts made with collections and specialists from other museums **promote the improvement of professional skills.**

Finally, increased opportunities to exhibit unique exhibitions help to **raise a museum's profile within its community**, and high quality exhibitions **raise the museum's professional prestige in society** in general. All the above factors play a significant role in **raising the number of museum visitors and ensuring the economic health and long term success of the museum.**

## 1.4. A CHECKLIST OF ITEMS TO BE INCLUDED IN NATIONAL LEGISLATION REGARDING THE STATE INDEMNITY

The state must set out clear outlines in introducing an indemnity scheme and set up a coherent and fair set of rules. In order to provide sufficient guarantees for the Lender and minimize the risk of refusal, the state should regulate the indemnity scheme by a formal Act of Law. A most commonly used and recommended form of setting up an indemnity scheme would be an Act, supplemented by a Regulation that is lower in the legal hierarchy and can be made subject to quick modifications, thus allowing for the scheme to be both solid and also flexible enough to meet changes in circumstances.

Issues to be regulated by relevant national legislation include the following:

- **Competent authority/ies for granting state indemnity:** who is responsible for granting state indemnity (e.g. Ministry of Culture, Ministry of Financial Affairs)? Is there a body with advisory competence (i.e. State Indemnity Board/Expert Committee)? If yes, how does it function?
- **Application procedure:** what should the application contain and what kind of supporting documents are required? What is the timeframe for submitting the application before the proposed exhibition? Are there any costs for applying for state indemnity? Who is responsible for evaluating the applications submitted?
- **Eligibility criteria:** what kind of institutions are eligible to apply for state indemnity (e.g. museums, libraries, archives, public, state-funded, private, only accredited museums) and what kind of projects can benefit from the scheme (e.g. must the purpose of the loan be for public benefit, high cultural, artistic or scientific value of loans, justified by the exceptional importance of exhibition)?
- **Safety/Security and Environmental standards:** what kind of security and environmental conditions must be met in order for an institution to be approved for state indemnity and how is the ongoing maintenance of such conditions ensured?
- **Works covered:** what kind of cultural objects and what kind of loans are eligible for state indemnity coverage (e.g. incoming/outgoing loans, short-term/long-term loans, national collections)?
- **Periods covered:** what is the time length for which state indemnity applies (e.g. is it “nail-to-nail” – see Glossary of terms)? Are there any intervals excluded?

- **Risks excluded (if any):** In case the state indemnity does not provide an “all-risks” coverage, which risks are excluded?
- **Financial limits applied (if any):** is there a minimum/maximum amount covered by indemnity per exhibition? Is there a maximum aggregate value of state indemnity liabilities per year/at any one time?
- **Own risk or limitation of liability (if any):** In case state indemnity does not provide 100% coverage and liability is shared with the indemnity beneficiary, how are the “own risk” or “deductible” amounts determined and how can these be covered (e.g. from own funds if only damage occurs, or by resorting to commercial insurance)?
- **Compensation for damage:** what is compensated by state indemnity (e.g. repair costs, depreciation) and to what extent? In the case that liability is shared with the indemnity beneficiary or by commercial insurance, how can compensation from third parties can be combined with compensation from the state?
- **Notification of damage** by exhibition organizer, assessment of damage (i.e. who is responsible for assessing and agreeing what damage has occurred, what are the arbitration arrangements in case of disagreement), what is the procedure for submitting claim for compensation of damage, to whom will the compensation be paid (i.e. to the indemnity beneficiary or directly to the Lender) and timeframe for payment of compensation?
- **Payment of any compensation:** once the amount of any damage (or depreciation or total loss) has been agreed by the parties, the agreed payment should be made quickly by the competent authority, in order to maintain confidence in the scheme.

## 1.5. BEST PRACTICES IN STATE INDEMNITY PROCEDURES

Member States planning to introduce a state indemnity scheme are advised to take into account the following set of recommendations for “best practice”:

- **Scope of coverage:** Works covered by state indemnity should also include long-term loans. Excluding certain periods from the scope of state indemnity should be avoided. “Nail-to-nail coverage should be provided instead.
- **Safety/Security and Environmental standards:** The State should set up high security and environmental standards and require absolute assurances that these conditions are met before granting an indemnity. It is advisable to have a national inspection regime and accreditation of museums and galleries so that they can qualify for such state indemnity.
- **Costs of state indemnity:** Is it advisable that state indemnity should be granted to the borrowing museums free of charge. However, in case administrative fees for soliciting state indemnity are introduced, the state should ensure that this income is used for the better functioning of the scheme (e.g. prevention of damage or the salary of a security expert).
- **Inclusion/non-inclusion of state indemnity liabilities in the annual state budget:** With the exception of very few cases, member states do not have a special appropriation in the state budget for indemnity purposes. Given the fact that, according to statistics, the risks of state indemnity are very low and any compensation actually paid is generally for small amounts, compared to the overall amount of state indemnity liabilities covered, it is advisable that Member States call upon different reserve or contingency funds (e.g. unexpected expenses) if necessary for covering possible compensation claims, rather than earmarking specific state indemnity funds in their regular, annual state budgets.
- **Own risk or limitation of liability:** Each person in the indemnity chain must be trained and encouraged on a regular basis to reduce all sources of risk to a minimum while the object is under their control. Up to a certain threshold the indemnity beneficiary/Borrower should bear the own risk/first risk in an indemnity scheme.
- **Compensation for damage:** It is of the utmost importance for Lenders to be fully informed on how the procedure of damage assessment works, with special regard to the procedures for agreeing any repairs and the timeframe for the payment in case of an eventual compensation (for example for depreciation if this is provided for). Member States should specify in full detail the procedure for compensation in the event of any

damage, in order to enhance the trust of the lenders and the transparency of the system.

- **Provision of English translation of indemnity legislation online:** Member States should provide online a clear and comprehensive description of their state indemnity scheme and the relevant legislation in English. This is very helpful for lenders who are considering accepting the borrower country's state indemnity.

## 1.6 STATISTICS ON USE OF STATE INDEMNITY AND CLAIMS MADE

During the last period of this workshop on state indemnity schemes, a short and brief study on economic and financial impact has been made, based on statistics received from 17 European countries among the 21 offering a state indemnity scheme (Austria, Bulgaria, Czech Republic, Germany, Finland, France, Hungary, Ireland, Italy, Lithuania, Luxembourg, The Netherlands, Poland, Romania, Spain, Sweden and the United Kingdom). This system exists also in other countries, Canada gave some figures that are not analysed in the following pages but presented as complementary information.

### Question 1: Number of exhibitions covered by your indemnity scheme

	2007	2008	2009	2010	2011	Total
<b>AT</b>	30	33	30	29	25	147
<b>BG</b>	0	0	0	0	2	2
<b>CZ</b>	1	0	0	2	1	4
<b>DE*</b>	106	109	119	88	84	497
<b>ES</b>	22	13	32	16	22	105
<b>FI</b>	13	18	17	11	16	75
<b>FR</b>	1	3	4	3	4	15
<b>HU</b>	8	11	14	6	6	45
<b>IE</b>	9	6	8	6	2	31
<b>IT</b>	0	0	6	18	25	49
<b>LT</b>	1	0	2	0	0	3
<b>LU</b>	6	1	3	0	3	13
<b>NL</b>	11	9	18	10	10	58
<b>PL</b>	1	0	0	2	3	6
<b>RO</b>	0	0	0	1	2	3
<b>SE</b>	?	33	38	43	44	158 ?
<b>UK</b>	253	241	208	252	289	1243
<b>Total</b>						<b>2296</b>
<b>Canada</b>	9	5	5	8	5	32

\* In Germany every Federal State (16) has its own Indemnity Regulation. These statistics from Germany are based on the data from the following Federal States: Berlin, Bremen, Hessen, Niedersachsen, Nordrhein-Westfalen, and Schleswig-Holstein.

**Extra: Numbers of exhibitions held:**

	2007	2008	2009	2010	2011	Total
<b>BG</b>					~1300	~1300
<b>CZ</b>				3847		~3847
<b>FI</b>	1200	1189	1235	1134	?	4758
<b>IT</b>			1000	2500	2700	6200
<b>LT</b>	1625	1754	1872	1955	2076	9282
<b>PL</b>	~ 1000	~ 1000	~ 1000	~ 1000	~ 1000	~ 5000
<b>SE</b>	~ 2500	~ 2500	~ 2500	~ 2500	~ 2500	~ 12500
<b>SK</b>	1877	1704	1735	1729	?	7045
Total	~ 8202	~ 8147	~ 9342	~ 10818	~ 8276	~ 49932

Considering these figures above, even if the spectrum of these two tables is not the same, we can notice that state indemnity schemes cover less than 1% of exhibitions organised every year in Europe.

This system remains very exceptional at a European level and may be extended. Its extension would allow countries and museums to find ways to facilitate the circulation of cultural goods.

Among the data we received, there are mainly four countries that use this system more easily, i.e. United Kingdom (with an average of 250 exhibitions per year), Sweden, Austria and Spain. Other countries like Finland, Italy and Hungary are also using this state indemnity scheme quite often.

Considering that some countries do trust such a system (i.e. United Kingdom), an extension of the scope of state indemnity schemes should be analysed by each country in Europe. Dissemination of such figures is a good way to encourage states or museums to accept or to implement it.



## Question 2: Total value of objects covered by the indemnity scheme

	2007	2008	2009	2010	2011
<b>AT</b>	€ 1.250.000.000	€ 1.460.000.000	€ 1.220.000.000	€ 1.110.000.000	€ 1.570.000.000
<b>BG</b>	€ 0	€ 0	€ 0	€ 0	€ 88.337.334
<b>CZ</b>	€ 12.000.000	€ 0	€ 0	€ 122.067.000	€ 2.218.000
<b>DE</b>	€ 64.130.678	€ 462.680.796	€ 679.882.160	€ 1.080.117.263	€ 300.451.166
<b>ES</b>	€ 2.841.142.703	€ 4.424.212.284	€ 4.703.983.545	€ 2.657.190.382	€ 2.623.419.846
<b>FI</b>	€ 131.666.638	€ 251.078.834	€ 1.159.693.730	€ 173.076.943	€ 407.969.247
<b>FR</b>	€ 988.020.726	€ 2.661.165.923	€ 3.114.859.845	€ 2.866.259.275	€ 3.504.673.856
<b>HU</b>	€ 383.058.236	€ 60.731.650	€ 1.327.587.978	€ 156.298.830	€ 9.488.564
<b>IE</b>	€ 229.164.728	€ 210.526.477	€ 190.723.442	€ 221.359.565	€ 94.953.150
<b>IT</b>	€ 0	€ 0	€ 401.966.900	€ 1.368.216.991	€ 2.500.927.050
<b>LT</b>	€ 1.448.100	€ 0	€ 5.224.936	€ 0	€ 0
<b>LU</b>	€ 538.561* <sup>1</sup>	€ 14.000	€ 1.511.250	€ 0	€ 349.810
<b>NL</b>	?	€ 281.000.000	€ 685.000.000	€ 439.000.000	€ 350.000.000
<b>PL</b>	€ 5.706.200	€ 0	€ 0	€ ?	€ 81.416.080
<b>RO</b>	€ 0	€ 0	€ 0	€ 16.350.000	€ 2.432.700
<b>SE*<sup>2</sup></b>	?	€ 295.352.975	€ 649.487.231	€ 856.538.242	€ 1.510.682.470
<b>UK*<sup>3</sup></b>	€ 4.693.968.043	€ 6.821.902.795	€ 4.998.182.659	€ 6.444.292.892	€ 6.878.099.231
	0				
<b>Canada</b> * <sup>4</sup>	€ 707.111.100	€ 563.199.600	€ 777.900.000	€ 608.317.800	€ 776.344.200

\*<sup>1</sup> Currency partly converted from US Dollars to Euro on 24 July 2012.

\*<sup>2</sup> Currency converted from Swedish Krona (SEK) to Euro on 11 June 2012.

\*<sup>3</sup> Currency converted from British Pound Sterling (GBP) to Euro on 11 June 2012.

\*<sup>4</sup> Currency converted from Canadian Dollar (CAD) to Euro on 11 June 2012.

It is interesting to see that most of the countries use state indemnity schemes to cover exhibitions estimated around 100 million € (Spain, Italy) and rather between 15 and 50 million € per exhibition (Poland, United Kingdom, Sweden, Finland, Ireland, the Netherlands, Hungary and Austria).

But there is a great disparity concerning the total value of objects covered between Lithuania and France. On the one hand, Lithuania is taking in charge exhibitions with an average value of 2 million € and on the other hand, France uses the state indemnity scheme only for very expensive exhibitions with an average value of circa 875 million €, for only 15 exhibitions during the last five years.

### **Question 3: Cost savings realized compared to the cost of commercial insurance premium (estimate)**

	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>Total</b>
<b>CZ</b>	€ 7.000	€ 0	€ 0	€ 60.000	€ 1.240	€ 68.240
<b>FR</b>	€ 201.005	€ 1.090.413	€ 1.351.581	€ 968.300	€ 1.241.749	€ 4.853.048
<b>HU</b>	€ 383.058.236	€ 60.731.650	€ 1.327.587.978	€156.298.830	€ 9.488.564	-
<b>IT</b>	-	-	€ 2.813.768	€ 9.577.518	€ 17506489	€ 29.897.776
<b>LT</b>	€ 202.734	-	€ 731.491	-	-	-
<b>NL</b>	-	-	-	-	-	€ 1.776.165
<b>RO</b>	-	-	-	€ 163.500	€24.327	€ 187.827
<b>UK*1</b>	€ 72.803.550	€ 105.807.866	€ 77.521.925	€ 99.951.128	-	€ 106.679.475
<b>Canada *2</b>	€ 2.100.330	€ 1.633.590	€ 2.333.700	€ 1.789.170	€ 2.333.700	€ 10.190.490

\*1 Currency converted from British Pound Sterling (GBP) to Euro on 11 June 2012.

\*2 Currency converted from Canadian Dollar (CAD) to Euro on 11 June 2012

Globally, for only four countries that gave their data, the total value of cost savings is estimated at 125 million € for the last five years, i.e. around 25 million € saved per year. It is difficult to extrapolate for the 21 countries offering a state indemnity scheme in Europe, but it is most certainly that at least 100 million € are being saved each year by extending the system.

As only 1% of exhibitions are covered by such a system, we can dream of the sums that could be saved with an extended coverage of State indemnity in all European countries.

**Question 4: Number of damage claims introduced / accepted and sums paid out for damages**

		2007	2008	2009	2010	2011
<b>AT</b>	- Claims	0	0	0	2	0
	introduced:	0	0	0	1	0
	- claims	0	0	0	€ 3.500	0
	accepted:					
	- sums paid out:					
<b>BG</b>	- Claims	0	0	0	0	0
	introduced:	0	0	0	0	0
	- claims	0	0	0	0	0
	accepted:					
	- sums paid out:					
<b>CZ</b>	- Claims	0	0	0	0	0
	introduced:	0	0	0	0	0
	- claims	0	0	0	0	0
	accepted:					
	- sums paid out:					
<b>DE</b>	- Claims	4	0	9	6	13
	introduced:	0	0	1	1	3
	- claims	€ 758	0	€ 918	€ 3.730	€ 24.216
	accepted:					
	- sums paid out:					
<b>ES</b>	- Claims	0	0	0	0	0
	introduced:	0	0	0	0	0
	- claims	0	0	0	0	0
	accepted:					
	- sums paid out:					
<b>FI</b>	- Claims	0	0	0	0	0
	introduced:	0	0	0	0	0
	- claims	0	0	0	0	0
	accepted:					
	- sums paid out:					
<b>FR</b>	- Claims	0	0	0	0	0
	introduced:	0	0	0	0	0
	- claims	0	0	0	0	0
	accepted:					
	- sums paid out:					
<b>HU</b>	- Claims	0	0	0	0	0
	introduced:	0	0	0	0	0
	- claims	0	0	0	0	0
	accepted:					
	- sums paid out:					
<b>IE</b>	- Claims	0	0	0	0	0
	introduced:	0	0	0	0	0

	- claims accepted: - sums paid out:	0	0	0	0	0
<b>IT</b>	- Claims introduced: - claims accepted: - sums paid out:	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0
<b>LT</b>	- Claims introduced: - claims accepted: - sums paid out:	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0
<b>LU</b>	- Claims introduced: - claims accepted: - sums paid out:	0 0 0	1 1 € 400	0 0 0	1 1 € 13.000	1 1 € 454,30
<b>NL</b>	- Claims introduced: - claims accepted: - sums paid out:	0 0 0	0 0 0	1 1 € 6.935	1 1 € 2.179	0 0 0
<b>PL</b>	- Claims introduced: - claims accepted: - sums paid out:	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0
<b>RO</b>	- Claims introduced: - claims accepted: - sums paid out:	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0
<b>SE</b>	- Claims introduced: - claims accepted: - sums paid out:	0 0 0	0 0 0	1 1 ?	1 1 ?	0 0 0
<b>UK</b>	- Claims introduced: - claims accepted: - sums paid out:	1 1 € 27.411	1 0 0	2 0 0	9 0 0	4 2 € 288.720

The number of damages is very low, compared to the total number of cultural goods that have circulated to organise the 1 967 exhibitions covered by State indemnity over the last five years. Only 23 damages introduced for at least 100.000 cultural goods borrowed, thus less than 0,002%.

Each of those introduced damages are not systematically accepted in the frame of the state indemnity coverage, but the necessary sums paid out for restoration works are really ridiculous in comparison to the cost of private insurance.

All these tables are arguing in favour of a specific and detailed study on the economic and financial impact of state indemnity schemes. It could lead to an analysis of the most performing schemes in order to improve existing systems or adopt new ones.

## 2. GUIDELINES FOR SHARED LIABILITY

### 2.1. INTRODUCTION

#### **Definition of 'shared liability'**

A 'shared liability agreement' is an agreement between museums and/or their founding or governing bodies, in which the lending museum (the 'lender') agrees to share the risks involved in the lending of an object from their collection with the borrowing institution (the 'borrower') where the object will be on show in a temporary exhibition or will be integrated in the display of the permanent collection. To be clear: a shared liability agreement is an agreement about liability, not about insurance. The agreement defines the respective liabilities of lender and borrower. The borrower is free to decide whether he wants to insure his share of the liability or not.

It is up to the museums or their founding or governing bodies to agree which risks the borrower is liable for (and which risks the borrower needs to cover). If the damage or loss occurs due to a risk for which the borrower accepted liability, the borrowing museum will have to finance the costs of restoration or repair or compensate the loss. If the damage or loss occurs due to a risk for which the borrower is not liable, no compensation will be owed to the lending museum.

When drafting a shared liability agreement the parties should clearly indicate which museum assumes liability for which risk during the loan period and this 'from nail to nail' (that is starting from the moment of the packing of the object in the lending museum till the moment of the unpacking of the object after the return to the lending museum).

#### **Solutions to cover risks**

For museums that organize international exhibitions on a regular basis and who want to keep insurance-costs under control, 'shared liability' may be part of the answer, but is unlikely to be the sole answer.

#### Indemnity schemes

Where international loans are concerned, museums will prefer to try avoiding payment of high insurance premiums by applying for state indemnity for as many loans as possible. Indemnity schemes offer the best of both worlds, the risks being covered by a third party (the state granting the indemnity) whilst no commercial premium needs to be paid by the borrowing museum. (Although it remains possible that, on the demand of the Lender some risks, not covered by the scheme, will have to be covered by a supplementary commercial insurance).

### Applying existing shared liability agreements

Many indemnity schemes are only available for loans coming from abroad. Therefore, for loans coming from collections within the country itself, other solutions have to be found to keep insurance costs at acceptable rates. For loans coming from public or semi-public collections, 'shared liability' can be a useful mechanism to achieve this if such a system already exists.

### No indemnity scheme or shared liability agreement in place : private insurance market

If this is the case the museum will have to turn to the private insurers market to have its liabilities covered and will need to be sure that valuations are fully justified and not inflated.

### Draft a shared liability agreement?

In case of long term relationship between museums it is certainly worthwhile to consider agreeing on a shared liability scheme.

It should be feasible without too many complications to agree on a shared liability scheme between museums with collections belonging to the *same* public body. Setting up such an agreement between content-linked museums that hold collections owned by *different* public authorities may prove to be more time consuming to achieve.

### **Possible Solutions to cover risks in shared liability agreements**

	<b>Works best in cases such as</b>	<b>Advantages</b>	<b>Disadvantages</b>
<b>Indemnity</b>	Foreign loans	Premium reduction or no premium at all	- Long and/or complicated application procedure for the Borrower - Complicated settlement of damages from the Lender's point of view
<b>Commercial insurance</b>	Private lenders	Can be purchased easily and quickly Quick settlement of damages	- Expensive - Unawareness of the insured risks - Premium calculations sometimes nontransparent
<b>Shared liability</b>	- Institutions that work together more frequently, know each other and have comparable standards  - Long term loans	- Reduces insurance costs - Based on trust, respect and reciprocity between partners - Improves risk awareness	- It takes time to put together an agreement - Reduced compensation in case of loss or damage?

## Examples of shared liability

### Within the same country, between museums that report to the same authorities

For loans between national museums within the same country, the State is its own insurer, meaning that the objects on display, belonging to the national collections are not insured, and if damage occurs, the damage is repaired at the museum's own cost. In case of total loss, the loss is borne without financial compensation.

### Within the same country, between museums that report to different public bodies

In the Netherlands and Belgium (Flanders) shared liability is possible between a limited number of museums that have agreed to cut insurance costs by a **mutually applied shared liability agreement**. No similar systems, linking museums depending from different budgets and authorities are yet operated in other countries in Europe.

### Between museums, situated in different Member States

Shared liability agreements between Museums, situated in different member states are very rare.

In a survey (2009) by the OMC workgroup only three EU Member States (Belgium, The Netherlands and Poland) mentioned that they had some experience with a 'trans-border shared liability scheme'.

From October 9<sup>th</sup> 2004 till December 31<sup>st</sup> 2007 a collection of 33 sixteenth and seventeenth century paintings from the Rijksmuseum Amsterdam were on show at the Antwerp Royal Museum of Fine Arts. The exhibition was entitled 'Rijksmuseum on the Scheldt: masterpieces from the treasure house of the Netherlands. The museums agreed that **only the transport of the works had to be insured**, not the display [stay] of the works at the Antwerp museum. Once in the Antwerp museum, the conditions of the Dutch shared liability scheme were applicable. No damage occurred during the three year exhibition of the works in Antwerp.

The Polish experience relates to the exhibition of more than 200 Salvador Dali graphics and drawings from the German private collection of Hannelore Neumann and Helmut Remand, which was realized in 2005 by the National Museum in Warsaw, with a shared liability arrangement. Only the transport to and from the museum was insured.



## 2.2. CONSIDERING A SHARED LIABILITY AGREEMENT

### **Check whether you are competent to sign a shared liability agreement**

In most of the countries, in the case of a more serious damage to a loan, the legal and financial responsibility of the lenders' decision-maker on shared liability would be one of the first issues to look at. This is why signing a shared liability agreement with the borrower, the lender should make sure that he is – in legal terms– fully competent to enter into such an agreement. If not, the lender has to start negotiations with its owner/board of trustees on behalf of whom he holds the objects. In the best case scenario, the owner will fully authorize the lender to take care of the artworks (for instance by counter-signing the shared liability agreement). It is more probable however that the owner/board will want to decide as to what extent and how the lender is responsible for exercising due diligence, before signing such an agreement (for example in the form of a checklist, where both parties must agree all the necessary measures to be taken). The lender's decision-maker should strictly follow the procedure set out by the owner/board. This way he cannot be held personally responsible (and liable), in case any unfortunate damage does occur.

It is absolutely vital that the lender, checks whether they are legally authorized to sign a shared liability agreement. If they do this without being competent to do so, they may become personally liable in case of damage, because they will have entered in an agreement without being entitled to do so.

### **Undertake a risk assessment in order to identify real sources of risk, and share these risks, based upon the results**

Shared liability schemes confront museum directors and staff in a very clear way with the huge responsibilities they hold towards our common heritage. Whilst insurance policies sometimes cloud these responsibilities – and give a false sense of security in suggesting that all damage is perfectly repairable and that, in case of loss, an equivalent object can be purchased on the market – shared liability schemes (which are reciprocal) oblige the museum directors and staff to identify the sources of risk and do a thorough check up on their conservation conditions, safety and security measures and procedures. This is a valuable incentive to further improve the functioning of the museum.

### **A particular risk: Transport and shared liability schemes**

In most shared indemnity agreements the borrower, is wholly liable for any reparable physical damage, diminution of value or total loss involving the loaned object during transport between the two museums.

Depending on the nature of the collection or object, high or less high standards for transport requirements can be set. Over-elaborate standards lead to a considerable and unnecessary escalation in the transport costs to be borne.

Borrowers cover their liability during the transport period by insuring these risks on the private market. Transport firms will almost always require the borrower to obtain an insurance policy with a waiver of subrogation towards the transport firm and its collaborators and their own negligence. Without such a waiver, costs of transport rise considerably. On the other hand it could be asked whether it is ethically correct for the transporters and shippers' risks to be transferred to the borrower who has to give him a 'full waiver'. Costs of such a waiver can make up to 30 % of the total cost of the insurance premium.

### **Content of a shared liability agreement**

A shared liability agreement should clearly indicate:

- a. which museum assumes which degree of liability
- b. for which risk during the loan period (and this 'from nail to nail', starting from the moment of the packing of the object in the lending museum till the moment of the unpacking of the object after the return to the lending museum) and
- c. what are the consequences that the one who causes the damage (usually the borrower) must to deal with themselves.

#### a. The level of conduct and due care required

There are various degrees of conduct that can cause damage. Parties have to determine the consequences of any conduct that led to the damage occurred and, in particular, the consequences as far as the liabilities for the damage caused are concerned.

The following conducts can be distinguished (see also the multi-language **Glossary** below at page 48):

- damage caused by *willful act (faute intentionnelle)*,
- damage caused by *gross negligence (faute lourde)* ,
- damage caused by *negligence (faute)*,
- damage caused by *an involuntary act or omission without a finding of fault (sans faute)*

*Gross negligence* means that the damage was not caused intentionally but was caused by a conscious and voluntary disregard of the need to use reasonable care, a conduct which is likely to cause foreseeable grave injury or harm to persons, property, or both.

*Negligence* is a mere failure to exercise reasonable care.

Negligence and gross negligence differ in degree of inattention, while both differ from *Willful* and wanton conduct, which is intended conduct that is foreseeable to cause injury.<sup>6</sup>

b. the level of liability of the museum that caused the damage

The level of conduct that led to the damage has different consequences as far as the liability of the museum is concerned. A shared liability agreement should clearly specify what conduct – that might lead to damage – shall not be covered by the shared liability agreement. It goes without saying that damage caused by either of the institutions involved, their agents or subcontractors (hereinafter referred to as ‘the museum’) by willful conduct should not be subject to shared liability; thus the general rules of liability apply and therefore the one that caused damage is fully liable (for restorable damage, depreciation (diminution in financial value) of the object).

Shared liability is typically applicable when damage or loss occurs due to the negligent or involuntary behavior of one of the parties. In the shared liability risk scheme (see following pages) we worked out a range of possible legal consequences (see scheme, column 3, Levels of liability) the parties might agree to apply in their particular relationship.

(See shared liability risk scheme column 3: ‘Levels of liability’)

c. which party is liable for damage and/or loss of the object at each given sub-process of the loan (period)

The distribution of the liability and risks linked to a loan may vary depending on the sub-processes, depending of the specific nature of the risks linked to the sub processes.

Museums might, for instance, agree that, during the transport of the objects, the borrowing museum is fully liable for all damages, including total loss whilst, for the period that the loan is on display at the borrowing museum, they might limit this liability to restorable damages;

(See shared liability risk scheme column 2: ‘Sub processes’)

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<sup>6</sup> Source: <http://legal-dictionary.thefreedictionary.com/Gross+negligence> - See shared liability risk scheme, column 1 : ‘Conduct causing the damage’.

## Shared liability risk scheme

Conduct causing the damage (and implications of this conduct for the liability of the museum that caused the damage)		Sub processes		Levels of liability for the museum that caused damage  (may vary in each sub process)
<p><b>Willful</b> If the damage was caused willfully, no matter how the parties agreed on sharing responsibility, the party that caused the damage will always be exclusively liable to compensate the full measure of damages and losses</p> <p>OR</p> <p><b>gross negligence</b> If the damage was caused due to gross negligence, it depends on the prior signed shared liability-agreement by the parties, to decide if the borrowing museum should bear the damage/pay compensation</p>		<ul style="list-style-type: none"> <li>- removal of the object from the museum exhibition space /the museum storage</li> <li>- packing at the lenders premises</li> <li>- transport</li> <li>- unpacking at the borrowers premises</li> <li>- internal transport</li> <li>- installation of the work in the exhibition space</li> <li>- de-installation</li> <li>- packing at the borrowers premises</li> <li>- transport</li> <li>- unpacking at the lenders premises</li> <li>- installation in the exhibition space or storing at the museum storage</li> </ul>		<p><b>Fully liable</b></p> <p>The museum that caused damage is fully liable for the damage:</p> <ul style="list-style-type: none"> <li>- restoration costs</li> <li>- diminution in value</li> <li>- compensation for the full financial value in cases of loss</li> </ul>
<p><b>gross negligence</b></p> <p>If the damage is caused grossly negligently, it depends on the prior signed</p>				<p><b>Liable for restorable damage and diminution in value only</b></p> <p>In this case the lending museum</p>

shared liability agreement by the parties, to decide if the borrowing museum should bear the damage/pay compensation				agrees that it will not claim compensation in the event of total loss (for instance in case of theft, destruction)
<b>Negligence</b>  If the damage was caused due to (ordinary) negligence, the contractual arrangements on shared liability apply. Check the responsibility split up for the relevant sub-process as liabilities (may) vary depending of the process		- removal of the object from the museum exhibition space /the museum storage - packing at the lenders premises - transport - unpacking at the borrowers premises - internal transport - installation of the work in the exhibition space - de-installation - packing at the borrowers premises - transport - unpacking at the lenders premises - installation in the exhibition room or storing at the museum storage		<b>liable for restorable damage only</b>  In this case the lending museum agrees that it will not claim compensation for the diminution in value of the damaged object on loan, but only the restorable damage ( meaning restoration costs)
<b>Faultless act or omission</b>  If the damage was caused by an act or omission without any fault to be discerned, the agreement of the parties based on the responsibility split up by sub processes apply				<b>liable up to a maximum amount (liability cap)</b>  Parties agree on a maximum of compensation to be paid by the borrower in case of damage/loss

## **Reciprocity, trust and comparable exhibition standards**

At first glance parties in a shared liability relationship are not in an equally balanced position. Whilst the Borrower benefits from the loan and, thanks to the agreement, will be relieved of costs and serious responsibilities, the Lender does not seem to benefit from this agreement. On the contrary: the Lender firstly grants the loan, thus possibly losing visitors and income. Secondly the Lender takes on more legal and financial responsibilities compared to a 'regular' loan in which case all risks and liabilities are borne by the Borrower. Thirdly, the Lender has to perform a diplomatic mission and lobby in the interest of the Borrower in order to convince its owner/board to sign this 'irregular' agreement that lays a burden on the Lender/owner which normally is fully diverted to the Borrowers' liability. So, why would the Lender do all this extra for the sole sake of the Borrower? In other words, what's in for the Lender?

The benefits of a shared liability agreement for the Lender are the following:

### *1. Future financial advantages*

When the now Lender becomes future Borrower, it is his turn to be able to considerably cut the insurance costs of his exhibition, thanks to the shared liability scheme.

### *2. Shared liability network*

The museum will be part of a network in which museums lend to one another in an atmosphere of mutual trust and respect, on the basis of this cost cutting, shared liability scheme.

### *3. Raised level of risk control*

Parties to a shared liability scheme or agreement necessarily make a more thorough risk assessment of all possible damage. As a result, in a shared liability relationship the parties will have a better judgment of the risks that will be incurred, thus improving their procedures and practices, aimed overall at preventing damage.

### *4. Reciprocity*

Shared liability requires a reciprocal relationship between museums that consider each other as trusted research and/or exhibition partners, using comparable quality standards with regard to the organization of exhibitions. Museums should however be aware that comparable quality standards do not necessarily mean 'identical standards'. The levels of security and environmental conditions should meet at least the minimum standards, required for the safekeeping of the objects. Insisting on unnecessarily stringent conditions however may be the safest way for

failing to achieve a shared liability agreement. It is up to the museums to manage this delicate balance.

#### *5. Long term loans*

In case of a long term loan relationship between museums, shared liability is probably the best option for organizing the reciprocal loans between those museums.

#### *6. General benefits for the museum community*

As a general rule, shared liability strengthens the whole museum community: builds up trust; lowers costs, as a result of which more money remains for the realization of the exhibition and lowers risks that are better foreseen and more carefully examined in advance, in order to share the liability related to the loan.

## 2.3. EXISTING SHARED LIABILITY AGREEMENTS

### Belgium

The '*Standard loan agreement pertaining to the collections from the Antwerp Royal Museum of Fine Arts (KMSKA), the Groeninge Museum in Bruges and the Ghent Museum of Fine Arts*' was signed on May 20<sup>th</sup> 2009. It is an initiative of three fine arts museums, which have a structural partnership: the Royal Museum of Fine Arts Antwerp, the Museum of Fine Arts Ghent and the Groeninge Museum Bruges. The partnership is called 'Flemish Art Collection'. The collections of the partners are owned by different public authorities (cities, Flemish/Belgian government...).

The main liability principles of the agreement are the following:

- all risks- insurance for transport between the museums,
- during the stay at the museum: limitation of the liability of the museum limited to restorable damage to a maximum of 500.000 euro per object; no compensation for depreciation due to the damaging of the object,
- no compensation in the case of technical total loss (defined in the agreement as loss caused by theft, disappearance or complete destruction of the object) except for willful misconduct or gross negligence by the borrower.

(See the Agreement in Annex 1, paragraph 8.1)

### The Netherlands

The Minister of Education, Culture and Sciences of the Netherlands supports and promotes the mobility of collections, both on a national level and within the European Union. Mobility of collections is however hampered by high costs for insurance against damage or loss. One way to eliminate this obstacle are agreements between the Borrower and the Lender on the distribution of the loan risk.

Two instruments are provided to do so.

#### Framework agreement on collection mobility

The '*framework agreement on Collection Mobility*' ('*Kaderovereenkomst Bruikleenverkeer*') (1989) describes the conditions under which the State and the municipalities of The Hague, Rotterdam, Amsterdam and Gouda are willing to lend each other their collections.



## Management agreement on lending between the state, its agencies and the national museums

The 'Management Agreement' ('beheersovereenkomst') (2003) describes the conditions under which the national museums (which are run autonomously) and government agencies may lend the objects they have on loan from the State to third parties.

The following minimum conditions apply:

- if the value of the object decreases, the borrower is not liable for the costs.
- the borrower is only liable for the total loss of an object (loss, theft, total loss) during transport to and from the lender. While the object is on the premises of the borrower the State bears the risk. The borrower must of course do everything he can to preserve the object and, in case of loss or theft, do all that is possible to get it back in his possession.
- the borrower is always responsible for reparable damage to an object.
- In consultation with the borrower there has to be determined whether the risk that remains for the borrower (reparable damage and damage/total loss during the transport) should be covered by insurance.

Collection managers are urged to limit their loan conditions when it comes to the loan of collections owned by the State. The individual collection manager may however impose additional conditions, if he feels this is necessary, taking into account the specific circumstances. Therefore, the loan conditions can vary by different institutions.

There are basically three types of relationship possible between lenders and borrowers when it comes to the management of the national collection:

*(1) The owner of the collection is the State; the collection manager is the Heritage Agency of the Netherlands, the borrower a museum.*

To stimulate the circulation of works of art, the Cultural Heritage Agency adjusted its loan policy in 2010. According to this new regulation museums are no longer obliged to insure a work of art which they have on loan from the Dutch government collection. The Cultural Heritage Agency hopes to encourage museums to invest the money they save by not insuring, on improving the safety of the museum and managing their collection.

The regulation is but applicable to museums that are accredited and therefore meet the requirements for responsible collection management and professional

care. The borrowing museums remain liable for damage during the loan. The risks of theft, missing or total loss however are born by the lender (the State).

*(2) The owner of the collection is the State, the collection manager a national museum, the borrower another museum.*

The Management Agreement provides opportunities for the national museums to lend without compulsory insurance under the aforementioned minimum loan terms.

*(3) The owner of the collection is not the State but the collection is managed by the State on basis of an agreement with the owner, the collection manager is a national museum, the borrower is a museum.*

The owner is not obligated to lend an object under the same conditions as the State.

Collection managers (national museums) are therefore required to negotiate with the owner which risks he is willing to accept and the conditions under which the object may be loaned to a third party. These conditions are preferably the same as the minimum loan terms which the State uses. If the owner is not willing to be accounted for the total loss of the object, he may be willing to waive the current market value as the basis for a fee. In that case, the borrower can agree with the owner upon a more modest amount as compensation fee. The collection manager (the national museum) prepares written documents with the arrangements between the owner and borrower on terms and liability such as a proxy.

The owner may also be another Government that allows their collection to be managed by a national museum. This government may grant the collection manager (the national museum) by proxy to lend objects to third parties under the same minimum conditions as the State applies. This gives the Framework a broader effect.

(See the Agreement in Annex1, para 8.1)

### 3. VALUATION CHECKLIST

**Number of object:**

.....

**Title of object:**

.....

**Description of object:**

.....

1. What is the date of the object?
2. Who is the artist/maker?
3. Is this an artist likely to attract a high value?
4. Is the object authentic?
5. Is this a type of object liable to attract a high value?
6. Is there a good provenance for the object? (give details)
7. What is the condition of the object? Are there any previous damages? If so, are they likely to affect value (area of damage, size of damage, etc.)
8. What materials is it made of? Are there any precious materials?
9. Is it of high cultural significance?
10. Are there any important associations, such as a famous owner or event?
11. Is it rare / unique?
12. Is it well-made or demonstrating high craftsmanship?
13. Are objects of this type currently in demand?
14. Is it aesthetically pleasing and likely to attract attention by its appearance?
15. Can the current owner provide any proof of value?
16. Have any comparable objects been sold recently? If so, what was the price? Is this object better, larger, finer than that sold recently?

**Suggested Valuation:**

Give details of any expert consulted:

.....

Give details of any resources used:

.....

Person completing this form:

.....

Date:

.....

#### 4. GUIDELINES FOR RISK ASSESSMENT (IN THE CONTEXT OF STATE INDEMNITY)

- The granting of state indemnity should be based on a risk assessment process specifically formulated for cultural institutions and related to the realistic risks likely to be incurred in the lending and borrowing of works between museums and countries;
- A clear and transparent risk assessment procedure should be formulated by the government body that grants state indemnity cover. This procedure should clearly describe the minimum requirements for any loans;
- The risk assessment procedure should include:
  - The scope of the procedure (i.e. who does it apply to, how are risks assessed and who carries out the assessment)
  - Decision making process (i.e. how is the conclusion of the risk assessment communicated to the applicant & what is the time-frame if improvements need to be made to meet all requirements)
  - Responsibilities of all parties (government/borrower/lender) in relation to the risk assessment process.
  - Relevant documentation and forms
  - Inspections/site-visits of the applicants premises and in particular the proposed exhibition spaces.
  - Detailed description of requirements in relation to all relevant areas including but not limited to:
    - Safety and security during handling & transportation
    - Safety and security during storage & display
    - Condition reporting practice
    - Environmental parameters of storage & exhibition spaces
    - Staff numbers, competencies & training
    - Fire protection
    - Disaster planning
- Risk assessments should be carried out well in advance of the start date of the indemnity cover (at least 3 months before the indemnity cover comes into force) and a decision should be given to the relevant cultural institution as quickly as possible with plenty of time to make any required changes/improvements;
- The same risk assessment procedure should apply to all cultural institutions that can avail themselves of indemnity cover;

- Requirements should be based on international standards. However, they should be realistic and achievable to ensure that medium and smaller size cultural institutions with limited resources are not automatically excluded because they cannot meet the minimum standards;
- The risk assessment procedure should be transparent and straightforward. Lengthy and elaborate processes can take up an unnecessary amount of time which is particularly discouraging for smaller to medium size museums with limited resources;
- The risk assessment should cover but not be limited to the following areas:
  - Safety and security during handling & transportation
  - Safety and security during storage & display
  - Condition reporting practice
  - Environmental parameters of storage & exhibition spaces
  - Staff numbers, competencies & training
  - Fire protection
  - Disaster planning
  - Use of couriers
- Standard facility reports (such as the UKRG reports and American Museum Association report) should be used as much as possible as a basic tool to assess information in a structured way;
- All requirements set out in the risk assessment procedure should be fully met before granting state indemnity;
- Site-visits should be part of the risk assessment process where possible;
- A site-visit and/or interviews with staff are required after extensive renovations or alterations in relation to the building, systems or particular procedures in cultural institutions;
- Ideally risk assessments should be carried out for every indemnity applications, although consideration should be given to cultural institutions that apply for

cover on a regular basis. A more lenient and concise assessment can be carried out in these cases;

- Ideally risk assessments should be carried out by an expert panel providing expertise in the following areas:
  - Conservation
  - Security
  - Logistics
  - Fire protection
  - Legal
  - Valuations
- The assessment can be carried out by a single advisor who has a good overview of the cultural sector at national level. It is important that the advisor is able to assess a variety of areas and expert staff from the cultural sector complement his/her expertise;
- It is important for the build-up of expertise, ongoing dialogue and continuity that the Expert advisor or Expert panel do not change on a regular basis;
- The Expert advisor or Expert panel should keep up to date with international developments in the areas that they are assessing (i.e. changing environmental standards, new security technology etc).

## 5. BEST PRACTICES IN RISK ASSESSMENT

### Finland

In Finland the Ministry of Education and Culture grants state indemnity, assisted by the State Indemnity Board. The organiser of an exhibition entitled to state indemnity can only be a domestic public corporation or other non-profit organisation or foundation. State indemnity cannot be granted to exhibitions that are commercial by nature.

The state indemnity process in Finland is largely based on advanced risk management. The guiding principle is that damage is prevented by means of detailed safety regulations and good contractual practice. State indemnity is granted on the basis of a case-by-case consideration of expediency. It is based on general cultural and art policy considerations, as well as security arrangements and risks involved in the mounting of the exhibition. The final decision regarding indemnity cover may include various conditions, often in relation to security arrangements. General provisions regarding the security arrangements of exhibitions are laid down in the Act on State Indemnity for Art Exhibitions (411/1986)<sup>7</sup>. More specific terms are set out in the Decree on State Indemnity for Art Exhibitions (1986/445)<sup>8</sup>. The decree also includes provisions on the State Indemnity Board, its members and duties. The members of the board represent expertise in arts and cultural life, exhibitions, fire and other safety precautions, transportation, insurance and conservation. A lawyer acts as secretary of the board.

An application for state indemnity has to be submitted to the Ministry of Education and Culture at least three months before the state indemnity is to enter into force. During this period, the board will process the application and negotiate possible improvements relating to safety arrangements at the museum. If the board is not already familiar with the museum or significant alterations have been carried out at the museum, members of the board may also conduct site-visits to inspect the museum. During the application process, it is also possible to implement alterations at the museum in relation to safety based on proposals by board members. In some rare cases, the renovation requirements are so significant that it is not possible to implement them during the application process. In such a case, the board will consider rejecting the application. The statement issued by the board to the Ministry may contain terms or requirements related to the security arrangements of the exhibition.

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<sup>7</sup>[http://www.minedu.fi/export/sites/default/OPM/Kulttuuri/Museot\\_ja\\_kulttuuriperintoe/taidenayttelyiden\\_valtiontakuu/liitteet/Act\\_on\\_state\\_indemnity\\_for\\_art\\_exhibitions\\_09.pdf](http://www.minedu.fi/export/sites/default/OPM/Kulttuuri/Museot_ja_kulttuuriperintoe/taidenayttelyiden_valtiontakuu/liitteet/Act_on_state_indemnity_for_art_exhibitions_09.pdf)

<sup>8</sup>[http://www.minedu.fi/export/sites/default/OPM/Kulttuuri/Museot\\_ja\\_kulttuuriperintoe/taidenayttelyiden\\_valtiontakuu/liitteet/Decree\\_on\\_state\\_indemnity\\_for\\_art\\_exhibitions\\_09.pdf](http://www.minedu.fi/export/sites/default/OPM/Kulttuuri/Museot_ja_kulttuuriperintoe/taidenayttelyiden_valtiontakuu/liitteet/Decree_on_state_indemnity_for_art_exhibitions_09.pdf)

The instructions on how to apply for state indemnity are available on the Ministry's website<sup>9</sup> and include information on requirements regarding transport, inspecting the condition of the objects, exhibition premises and their surveillance and fire and crime safety.

An essential part of the state indemnity process is the confidentiality of all documents and plans. The information supplied on the application form concerning security arrangements, insurance values and ownership of the works will be treated as confidential information by the Ministry and the State Indemnity Board. For security reasons, the applicant has to ensure that as few people as possible are privy to such information. Museums would like to publicly cite the high state indemnity sums to market their exhibitions, but this too is prohibited for safety reasons.

## Italy

The Italian state guarantee model is based on decrees from 2004, 2005 and 2009<sup>10</sup> and covers the following scenarios:

- a) Exhibitions and events held in Italy and promoted by the Ministry for cultural heritage and activities or by public and private organizations or institutes with State participation (nail to nail cover)
- b) Exhibitions and events promoted abroad by the Ministry or by public organizations, Italian cultural institutes abroad or supranational entities (cover from the point of the unpacking of the crates through the period of exhibition to the re packing of the crates). This type of state guarantee has never been issued to date.

Requests for State guarantee are submitted by the organizer to the competent General Directorate at least six months prior to the date of presentation of the Exhibition or event. A first assessment is made by the State Guarantee office on the compliance of the documentation relating to the following:

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<sup>9</sup> [http://www.minedu.fi/OPM/Kulttuuri/Museot\\_ja\\_kulttuuriperintoe/taidenayttelyiden\\_valtiontakuu/?lang=en](http://www.minedu.fi/OPM/Kulttuuri/Museot_ja_kulttuuriperintoe/taidenayttelyiden_valtiontakuu/?lang=en)

<sup>10</sup> Legislative Decree No 42, 22 January 2004 – Code for the Cultural Heritage and the Landscape – Art. 48 “Authorizations for Exhibitions”, fifth paragraph, in order to cover the risks to which artworks are exposed during exhibitions, provides for the possibility to replace commercial insurance with State Indemnity; MiBAC Decree , 9 February 2005 “Procedures, methods and conditions for the State’s assumption of risks arising from the loan of cultural assets for exhibitions and events”; Presidential Decree No. 91, 2 July 2009, “Regulation modifying Presidential Decrees for the reorganization of the Ministry and for the restructuring of the Offices collaborating directly with the Ministry for Cultural Heritage and Activities”: confers on the General Directorate for the Valorization of Cultural Heritage the power to initiate the procedure provided for by the related regulation.



- The validity of the technical-scientific project, which must also indicate: the members of the exhibition or event scientific committee and organizing committee;
- The list of art works, insurance amounts, the overall amount and the conservation files of the same works;
- Environmental conditions and security conditions of the exhibition environment and classification of the related exhibition areas, by means of a "Security Report" consisting of exhibit area assessment files, provided by the State Guarantee office;
- Meeting the time-limits provided for (at least six months prior to the event);
- Impact of the communication campaign financed with saving due to the use of State indemnity. A report of this impact in quantitative and qualitative terms will be subsequently requested.

The State Guarantee office prepares a Protocol (Memorandum of Understanding) for regulating the logistic and economic relations with the event organisers. An opinion on the documentation is requested from the competent technical-scientific committee in the relevant sector and, depending on the type of assets, from the *Istituto Superiore per la Conservazione ed il Restauro*, the *Opificio delle Pietre Dure*, the *Istituto Centrale per il Restauro e la Conservazione del materiale Archivistico e Librario*.

The opinion expressed by the technical-scientific committee shall take into account the following:

- The relevant scientific interest of the exhibition or event
- The state of conservation of the art works for which a guarantee has been requested
- The appropriateness of the security conditions and of those relating to the microclimate of the exhibition environment, with respect to the type of art works that are to be exhibited therein (*with reference to the Security Report*)
- The compliance of the transport plan and of the packaging systems with the most advanced technical-scientific and organisational standards
- The fulfilment, on the part of the exhibition or event project, of the criteria of efficient and effective administration

The Ministry may direct technicians from the competent local regional directorates of cultural and landscape assets to perform on-site inspections with the aim to verify the security conditions of the exhibition or event premises and the artworks conservation criteria.

## Sweden

Sweden's indemnity scheme has existed since 1974. Up until 1998, only national museums could benefit from it. Since that date, all Swedish museums, including private museums, have been eligible. The Swedish Indemnity scheme is governed by the Art Council in collaboration with the Legal, Financial and Administrative Service Agency. No specific board has to be formed to manage the scheme. In Sweden strict regulations are attached to government indemnity cover which is set in Act SFS 1998:200 (State Exhibition Guarantee Ordinance).<sup>11</sup> The Act has been translated into English. Risk assessments are carried out by the National Security Adviser who has specialist knowledge and experience of security issues relating to museums and galleries. The National Security Adviser is employed by the Legal, Financial and Administrative Service Agency which is a governmental institution. All works can be covered by the indemnity scheme, with the exception of works that a Swedish State authority borrows from another Swedish State authority. The indemnity can also cover deposits from foreign collections. Anyone who arranges a temporary exhibition and conducts exhibition activities on non-profit seeking bases is eligible for state indemnity.

The required security conditions are determined for each project and for major exhibitions the Adviser makes a site visit. He has a meeting with the museum's security officer and the exhibition coordinator in order to get details of the proposed loan materials, object protection, transportations, insurance values and the exhibition architecture. The Security Adviser's main objective is to recommend improvements where needed. The Adviser sends a detailed written security report and recommendations to the Arts Council of approval or non-approval. Sweden's National Museums are not permitted to insure themselves with private insurance companies.

## United Kingdom

Section 16 of the National Heritage Act 1980 laid down the foundations of the British state compensation scheme. The system's main objective was to offer the country's museums an alternative to the considerable premiums quoted by insurance companies. Indemnities are issued by Department for Culture, Media and Sport (DCMS) in England, and devolved administrations in Scotland and Wales, to non-national museums, galleries and libraries. Arts Council England administers the Government Indemnity Scheme on behalf of Government. In principle any object made accessible to the public can be covered by the scheme if it contributes to a better understanding and appreciation of art and culture. The scheme covers loans that are exhibited in temporary exhibitions or which are on long-term loan.

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<sup>11</sup>[http://www.kulturradet.se/Documents/Bidrag/bild%20form/utställningsgar\\_state\\_ex\\_guarantee\\_ord.pdf](http://www.kulturradet.se/Documents/Bidrag/bild%20form/utställningsgar_state_ex_guarantee_ord.pdf)

In the UK strict regulations are attached to government indemnity cover, which are set out in the document 'Government indemnity Scheme Guidelines for National Institutions, MLA, 2005'<sup>12</sup>. The borrowing institution has to adhere to very specific condition as set out in ANNEX D of the above mentioned document. Only companies that comply with the required transportation conditions are authorised to transport works under state indemnity. The security on the borrowing institution's premises must also meet specific standards and is subject to the approval of the National Security Adviser. Non-national museums must take the necessary steps to ensure that the required security conditions are met at exhibition venues. They must provide an outline of these conditions (humidity, temperature and light levels) and obtain the approval of the Environmental Adviser at the MLA. Where loans to national museums are concerned, the lending institution determines the environmental conditions that need to be met by the borrowing institution.

The National Security Adviser has specialist knowledge and experience of security issues relating to museums, galleries, archives and libraries. The Security Adviser is employed by the Arts Council to provide advice and a national overview to government by carrying out risk assessments to permit state indemnity. It is a pre-condition of UK indemnity that the National Security Adviser carries out an assessment. This assessment involves; a written report, recommendations to the venue, revisits and a recommendation to the Arts Council of approval or non-approval. The Adviser obtains details of the proposed loan material, requests written information such as the UKRG security supplement and arranges visits to review the borrowing venue. Visits generally take place once a year in the UK and once every three years for venues abroad. The Security Adviser requires 3-months-notice for overseas loans and 3-weeks-notice for national loans. During the risk assessment process the following aspects are reviewed:

- Building and technology systems (i.e. is the venue in a 'government area', is there a police station nearby)
- Access to building and exhibition areas (who is next door? Restaurant, engineer?)
- Staff numbers and integrity (trained stewards are very important)
- Object protection (alarms, invisible screen, barrier, case)

When artworks are under £300,000.00 the assessment is usually just a paper exercise.

The Security Adviser's main objective is to make a venue suited and recommend improvements where needed. When risks or measures are unacceptable the Adviser can refuse the loan or agree the loan with commercial insurance. If the Security Advisor turns a venue down a national institution might still not lend even though there is a possibility to commercially insure. Having said this, the UK

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<sup>12</sup> <http://www.culture.gov.uk/images/publications/GISGUIDELINESWORDVERSION316March.pdf>

government might not approve to a national institution taking out commercially insurance cover as this is in principle not allowed from a public expenditure perspective.

## **Benefits of best practice models**

All above described best practice models aim to reduce the risk of loss or damages to artworks that are covered by state indemnity. Governments act as guarantor and are responsible for paying compensation to the owner of an artwork,, therefore the government carries the financial risk. Thorough risk assessment processes, as described above, limit government exposure and ensure that national assets are safeguarded.

Apart from the importance of risk assessments for governments, cultural institutions can also benefit as they can avail of expert advice in relation to their security arrangements and make important improvements where necessary. As expert advisors have a national overview they can be of great assistance in providing arguments for improvements on a national level. For example, in Finnish museums the state indemnity system and associated risk management have had a significant impact on improving the level of safety in museums. Without the requirements posed by the State Indemnity Board and the state indemnity system, sufficient funds would probably not have been found for the safety arrangements of museums.

## 6. BEST PRACTICES IN REDUCING TRANSPORT COSTS

### **Ship in combination**

Ship in combination is a usual procedure at a national level, especially in the case of major exhibitions with many different lenders.

Following a beforehand planned route to the exhibition venue as final destination, and picking-up different objects or batches from each particular lender using the same truck, would have a significant impact in reducing costs if transferred to international loans.

The storage facilities of the transport companies, or any other network of warehouses, could be used as a meeting point for collecting the different crates.

In addition, a loading plan must be carried out for this way of transport to be successful. Planning of demands allows a better distribution of the load in the truck and, therefore, it helps optimizing the space available and cutting down costs.

The use and development of new systems which distribute the load using specific computer software, will be helpful for the fulfilment of conservation and security requirements.

Recently, ship in combination was a useful practice in the management of loans to the exhibition "Fetish Modernity", held in the Museum of America (Madrid, Spain) and organised by RIME, the International Network of Ethnography Museums.

### **Handling training**

Most of the damage claims introduced by lenders arise out of negligence or damage occurred during transportation and handling of the objects on loan. Risk assessment processes show that training initiatives on this subject are of great importance to avoid accidents and reduce the risk.

Spain's Ministry of Culture and the National Museum of Anthropology (Madrid, Spain) organised a two-day course (*Fragile!*) on handling of cultural objects, held on February 20th and 21st, 2012 (ANNEX --).

The sessions had both theoretical and practical approaches, taking into account different materials, planning work, equipment and specific methodology. The training was provided by professionals with extensive experience in the field (from university, museums, cultural institutions and transportation companies), and was structured to allow for plenty of informal discussion and information-sharing between professionals. Aimed at students, but mainly at people with responsibility for managing, handling and moving cultural objects, the course was a first approach to the necessary contents and subjects that must be considered when talking about learning and transport of collections.

It proved to be a valid starting point, due to its favourable reception, and allows continue working towards common professional backgrounds across Europe.

The organization on a regular basis of this kind of seminars would be a key factor to continue building up trust and networking, and so, to facilitate the process of lending and borrowing.

### **Climate boxes**

Reconsider whether climate crates and 24 hour acclimatization are necessary for transports within Europe. All destinations in Europe can be reached within 24 hour.

To reduce costs the (local) museums should have a pool of climate boxes. The museums which owned boxes can be shared provided that the exhibition planning is accurate and long-term.

### **Standard forms for use in transport of cultural goods**

- Austria ÖNorm D 1000 / 2006-12-01 – Transportation services – Requirements for fine arts removals –
- CEN-Packing principles for Transport for conservation of cultural property - CEN/TC C 346 WG 5 – EN: 15 946/2011

## 7. GLOSSARY

Glossary-EN	Glossaire-FR	Glossar-DE	Glossario-IT	Comments
<p><b>21 hours rule:</b> according to EU Regulation (EC) No 561/2006 relating to road transport, if two or more drivers operate a vehicle (multi-manning), each driver must have a daily rest period of at least 9 consecutive hours within 30 hours of the last daily or weekly rest period. This allows drivers' driving time to be spread over 21 hours.</p> <p>The maximum driving time for a two-man crew using this allowance is 20 hours, if both drivers are entitled to drive 10 hours (which can be done only twice a week). After this time, a daily rest is required and, therefore, an overnight stop of the truck loaded with cultural objects is needed.</p>		<p><b>21-Stunden-Regel:</b> Nach der EU-Verordnung (EG) Nr. 561/2006 zum Straßenverkehr muss jeder Fahrer eine tägliche Ruhepause von wenigstens neun aufeinander folgenden Stunden innerhalb der 30 Stunden der letzten täglichen oder wöchentlichen Ruhezeit einhalten, sofern zwei Fahrer ein Fahrzeug steuern (Mehrfahrerbetrieb). Dies erlaubt es Fahrern die Lenkdauer auf mehr als 21 Stunden auszudehnen. Die maximale Lenkdauer für eine Zwei-Mann-Besatzung beträgt im Rahmen dieser Vorschrift 20 Stunden, sofern beide Fahrer die Erlaubnis besitzen 10 Stunden zu fahren (was nur zweimal pro Woche erlaubt ist). Nach dieser Zeit muss eine tägliche Pause eingelegt werden, weshalb das mit Kulturgut beladene Fahrzeug einen Übernachtungs-Stopp einlegen muss.</p>	<p><b>Regola delle 21 ore:</b> conformemente al Regolamento dell'UE (CE) n. 561/2006 relativo ai trasporti su strada, se due o più conducenti gestiscono un mezzo di trasporto (multipresenza), ciascun conducente ha diritto a un periodo di riposo giornaliero di almeno 9 ore consecutive nell'arco di 30 ore dall'ultimo periodo di riposo giornaliero o settimanale. Questo permette di distribuire i periodi di guida dei conducenti su un arco di tempo di 21 ore. Sulla base di questa disposizione il periodo di guida per un equipaggio di due persone risulta di massimo 20 ore, se entrambi i conducenti sono autorizzati a guidare 10 ore (effettuabile solo due volte a settimana). In seguito un riposo giornaliero è richiesto e pertanto è necessaria una sosta di una notte dell'autocarro con beni culturali a bordo.</p>	
<p><b>Acclimatisation:</b> Process of case contents adjusting to external ambient</p>	<p><b>Acclimatisation:</b> Procédés d'emballage adaptés à des conditions externes</p>	<p><b>Akklimatisierung:</b> Prozess zu Anpassung des Kisteninhalts an die externen</p>	<p><b>Acclimatazione:</b> processo di adattamento del contenuto di una cassa</p>	

conditions.  Temp/% RH. Before unpacking, a case should acclimatise to ambient conditions, preferably in the exhibition area. 24hrs is the standard period applied, but may be commuted depending on the circumstances.	(temp/%RH). Avant de déballer, le contenant doit s'adapter aux conditions ambiantes, de préférence dans la zone d'exposition (pendant une période de 24 selon la norme mais qui peut être adaptée en fonction des circonstances).	Umgebungsbedingungen. Temp/% RH. Vor dem Entpacken sollte eine Transportkiste sich den Umgebungsbedingungen anpassen, vorzugsweise am Ausstellungsort. Der Standard liegt bei 24 Stunden, kann aber je nach Umständen geändert werden.	alle condizioni ambientali esterne.  Temp / % UR. Prima di procedere al disimballaggio, la cassa deve acclimatarsi alle condizioni ambientali, preferibilmente nell'area dell'esposizione. Secondo gli standard ci si attiene ad un periodo di 24 ore, che può essere modificato a seconda delle circostanze.	
<b>Acquisition value:</b> The value assigned upon acquisition by the museum, could be a purchase price, tax valuation or insurance valuation.	<b>Prix d'acquisition:</b> prix fixé dans le cadre d'une transaction entre l'acheteur et le vendeur.	<b>Anschaffungswert:</b> Der bei einer Anschaffung durch das Museum zugeordnete Wert, sei es ein Kaufpreis, steuerlicher Wertansatz oder Versicherungswert.	<b>Valore d'acquisizione:</b> il valore stabilito dal museo per un'acquisizione può essere il prezzo d'acquisto, il valore imponibile o la valutazione assicurativa.	
<b>Agreed value:</b> A price agreed between both parties in the transaction e.g., buyer and seller, lender and borrower.	<b>Valeur estimative:</b> valeur estimée par le musée, que ce soit pour un achat, une évaluation fiscale ou d'assurance.	<b>Vereinbarter Wert:</b> Zwischen zwei Parteien im Zuge der Übergabe vereinbarter Preis, d.h. zwischen Käufer und Verkäufer, Leihgeber und Leihnehmer.	<b>Stima accettata:</b> valore concordato da entrambe le parti nell'operazione commerciale, per es. tra l'acquirente e il venditore, il prestatore e il mutuuario.	Ne concerne pas les prêts.
<b>Airline container:</b> A metal box with unique serial numbers, the size of which varies according to aircraft type, in which cargo is loaded and secured with straps.	<b>Conteneur pour fret aérien:</b> Boîte en métal avec numéros de série uniques, dont la taille varie selon le type d'avion, dans laquelle la cargaison est chargée et fixé avec des sangles.	<b>Airline Container:</b> Mit Riemen gesicherte Metallkiste mit individueller Seriennummer, deren Größe sich je nach Art des Luftfahrzeugs, in welchem die Fracht geladen ist, unterscheidet.	<b>Container aereo:</b> contenitore metallico con numero di serie univoco, la cui dimensione varia a seconda della tipologia dell'aeromobile in cui il carico viene alloggiato e assicurato con cinghie.	
<b>Airline pallet:</b> Large flat tray-like base with	<b>Palette pour le transport aérien:</b> caisses à fond	<b>Lufffrachtpalette:</b> Große flache Frachtpaletten	<b>Bancale aereo:</b> ampia e piatta base simile a una	



unique serial numbers on which airline cargo is stacked and secured (c. 3 x 2 meters).	plat sur lesquelles le chargement est stocké et sécurisé (environ 3 x 2 mètres).	mit individueller Seriennummer, auf denen die Luftfracht geladen und gesichert wird (c. 3 x 2 Meter).	cassetta con un numero di serie univoco, su cui il carico aereo viene impilato e assicurato (ca. 3 x 2 metri).	
<b>Air-ride vehicle:</b> A vehicle with pneumatic suspension system situated under the back axle.	<b>Véhicule à suspension pneumatique:</b> Véhicule doté d'un système de suspension pneumatique située sous l'essieu arrière.	<b>Luftgleitkissen-Fahrzeug:</b> Ein mit einem Luftfederungssystem unter der Hinterachse ausgestattetes Fahrzeug.	<b>Veicolo a sospensione pneumatica:</b> veicolo con sistema di sospensione pneumatica collocato sotto l'asse posteriore.	
<b>Airway bill:</b> Contract between shipper and carrier, a receipt for the material being shipped. It confirms that the material has been accepted for shipment and travels with the material. The number (usually at the top right-hand corner and bottom of the AWB) identifies the airline and the airway bill. The case label supplied by the agent includes the AWB number.	<b>Contrat de transport aérien:</b> contrat entre l'expéditeur et le transporteur, reçu pour le matériel expédié. Ce document accompagnant le matériel en confirme l'expédition. Le nombre (généralement en haut à droite et en bas de l'AWB) indique le nom de la compagnie aérienne et le contrat de transport. L'étiquette sur la caisse, fournie par l'agent, indique le numéro AWB.	<b>Luftfrachtbrief:</b> Vertrag zwischen Spediteur und Transportunternehmen. Beim Frachtgut verbleibender Lieferschein, der bestätigt, dass das Frachtgut für den Transport angenommen wurde. Die Nummer (oben rechts und unten auf dem LFB) bezeichnet die Airline und den LFB. Das vom Beauftragten bereitgestellte Case Label enthält die LFB-Nummer.	<b>Lettera di vettura aerea:</b> contratto tra lo spedizioniere e il vettore e ricevuta delle merci trasportate. Conferma che la merce è stata presa in consegna per il trasporto e accompagna la merce durante la spedizione. Il numero (di solito in alto a destra e in calce) indica la compagnia aerea e la lettera di vettura aerea. L'etichetta della cassa fornita dall'agente contiene il numero della lettera di vettura aerea.	
<b>Backboard:</b> A rigid barrier fitted to the frame at the back of the painting. It protects the painting from accidental damage and reduces exposure of the canvas to environmental oxidants and pollutants. Examples:	<b>Marquage:</b> plaque fixée sur le châssis arrière de la peinture. Ce marquage protège la peinture contre les dommages accidentels et réduit l'exposition de la toile aux oxydants et polluants environnementaux (Exemples: Gatorfoam, Cappaboard™, Fome-Cor™)	<b>Backboard:</b> Platte, die auf der Hinterseite eines Gemäldes fixiert wird. Sie schützt das Gemälde vor Unfällen und verringert die Aussetzung der Leinwand gegenüber Umweltoxidantien und -giftstoffen. (Beispiele: Gatorfoam, Cappaboard™, Fome-Cor™)	<b>Retropannello:</b> pannello rigido fissato sul retro del telaio di un dipinto. Protegge il dipinto da danni accidentali e riduce l'esposizione della tela a ossidanti e inquinanti ambientali. Esempi: Gatorfoam, Cappaboard™, Fome-Cor™	

Gatorfoam ,Cappaboard™, Fome-Cor™				
<b>Bill of lading (or lading):</b> Basic document in the shipping of goods: it is both a contract between agent and carrier and the receipt for the shipment.	<b>Contrat de chargement (ou d'affètement):</b> document de base dans le transports de biens culturels, servant à la fois de contrat entre l'expéditeur et le transporteur et de reçu d'expédition.	<b>Frachtbrief:</b> Grundlegendes Dokument für den Frachtverkehr: Es dient als Vertrag zwischen Spediteur und Transporteur sowie als Lieferschein.	<b>Polizza di carico:</b> documento fondamentale per il trasporto di beni: costituisce allo stesso tempo un contratto tra l'agente e il vettore e una ricevuta della spedizione.	
<b>Box or case:</b> A rigid container of framed construction faces that completely encloses the contents.	<b>Boîte ou caisse:</b> conteneur rigide construit pour englober les contenus.	<b>Box oder Kiste:</b> Ein solider durch eine Rahmenkonstruktion gefestigter Behälter, der den Inhalt vollständig umschließt.	<b>Scatolone o cassa:</b> contenitore rigido dalla struttura a telaio che racchiude completamente il contenuto.	
<b>Brackets:</b> Right-angled or other support for a painting attached to or projecting from a vertical surface.	<b>Crochets:</b> supports pour une peinture accrochée ou en saillie d'une surface verticale.	<b>Klammern:</b> Meist rechtwinklige Stütze für ein Gemälde, das auf einer vertikalen Oberfläche aufliegt oder angebracht ist.	<b>Staffa:</b> elemento ad angolo retto o altro supporto fissato a un dipinto o aggettante da una superficie verticale.	
<b>Captive bolts:</b> A method of securing a packing case lid with bolts and screws, where the bolt is permanently located in one position on the lid of a case.	<b>Caisse avec fixation par vis:</b> procédé de sécurisation d'un couvercle de caisse avec vis et boulons, le boulon est en permanence dans la même position sur le couvercle.	<b>Unverlierbare Bolzen:</b> Eine Methode zur Sicherung von Deckeln von Verpackungskisten mit Schrauben und Bolzen, bei denen der Bolzen dauerhaft in einer Position auf dem Deckel fixiert wird.	<b>Bulloni inamovibili:</b> metodo per assicurare per mezzo di viti e bulloni il coperchio di una cassa da imballaggio, secondo il quale i bulloni sono fissati in maniera permanente nella stessa posizione sul coperchio di una cassa.	
<b>Climate-controlled:</b> Climate control of transport vehicles such as lorries usually means heating or cooling.	<b>Véhicules climatisés:</b> camions équipés d'un système de climatisation chaud et froid.	<b>Klima-kontrolliert:</b> Klimakontrolle von Transportfahrzeugen wie LKWs bedeutet gewöhnlich Heizung oder Kühlung.	<b>Climatizzato:</b> controllo climatico dei veicoli di trasporto, come gli autocarri. Di solito si intende riscaldamento o raffreddamento.	
<b>Commercial or market</b>	<b>Valeur commerciale ou</b>	<b>Handelswert oder</b>	<b>Valore commerciale o</b>	

<p><b>value:</b> The commercial or market value of a work of art is expressed in monetary terms, determined by market criteria. It has relevance for auctioneers, gallery owners and private persons, since for them a work of art is an investment. (See Lending to Europe 2005: 76)</p>	<p><b>valeur marchande:</b> la valeur commerciale ou valeur marchande de l'œuvre d'art est exprimée en termes monétaires, déterminés par les critères du marché de l'art. Cette estimation est particulièrement nécessaire pour les acteurs du marché de l'art (commissaires-priseurs, galeries d'art, ...) (voir Lending to Europe 2005: 76).</p>	<p><b>Marktwert:</b> Der Handelswert oder Marktwert eines Kunstwerks wird in Abhängigkeit von Marktkriterien in Geld ausgedrückt. Er besitzt eine Relevanz für Auktionatoren, Galeristen und Privatpersonen, da es sich für sie bei einem Kunstwerk um ein Investment handelt (Siehe: Lending to Europe 2005, S. 76).</p>	<p><b>di mercato:</b> il valore commerciale o di mercato di un'opera d'arte si esprime in termini monetari, determinati da criteri di mercato. Esso interessa i banditori d'asta, i proprietari di gallerie e privati, dal momento che per essi un'opera d'arte è un investimento. (Si veda Lending to Europe 2005, p. 76)</p>	
<p><b>Comparative value:</b> Because of the unique nature of works of art, their market value cannot but be seen as a comparative value. Seeing that pieces from museum collections are rarely found on the market, their market value can only be estimated by comparing them with art works of equal importance. (See Lending to Europe 2005: 76)</p>	<p><b>Prix de comparaison:</b> Le prix d'acquisition, tout comme la valeur estimative, peuvent être déterminés par comparaison avec les prix obtenus sur le marché de l'art par des œuvres comparables.</p>	<p><b>Vergleichswert:</b> Wegen der einzigartigen Beschaffenheit von Kunstwerken kann ihr Marktwert nur als ein Vergleichswert gesehen werden. Angesichts der Tatsache, dass Stücke aus Museumssammlungen selten auf dem Markt zu finden sind, lässt sich ihr Marktwert nur durch den Vergleich mit Kunstwerken gleicher Bedeutung schätzen (Siehe: Lending to Europe 2005, S. 76).</p>	<p><b>Valore relativo:</b> in virtù della loro unicità, il valore di mercato delle opere d'arte non può che essere reputato un valore relativo. Dato che è raro trovare sul mercato opere di collezioni museali, il loro valore di mercato può essere stimato soltanto in comparazione con opere d'arte di pari importanza. (Si veda Lending to Europe 2005, p. 76)</p>	
<p><b>Compensation value:</b> A calculation of value based on several factors including providing compensation for the loss as well as the value of the object and/or restoration costs.</p>	<p><b>Valeur de compensation:</b> En cas de préjudice du bien, calcul de la valeur en fonction de plusieurs indicateurs, notamment la valeur de l'objet et/ou les coûts de restauration. En cas de perte, voir <b>Valeur de remplacement</b></p>	<p><b>Kompensationswert:</b> Eine Wertberechnung, die auf verschiedenen Faktoren beruht, einschließlich der Bereitstellung von Schadenersatzleistungen bei Verlust sowie für den Wert des Objekts und/oder der Restaurierungskosten.</p>	<p><b>Valore di indennizzo:</b> calcolo del valore sulla base di vari fattori incluso l'indennizzo per danno e in base al valore dell'oggetto e/o i costi di restauro.</p>	

<p><b>Container:</b> A large box-like receptacle of standard design for the transport of goods, esp. in airport cargo shed.</p>	<p><b>Conteneur:</b> réceptacle en forme de grande boîte, de conception standard, pour le transport de marchandises, par exemple pour le fret aérien.</p>	<p><b>Container:</b> Großer kistenartiger Behälter standardisierten Designs zum Transport von Waren, insbesondere in Luftfracht-Hallen.</p>	<p><b>Container:</b> ampio contenitore di tipologia standard simile a uno scatolone utilizzato per il trasporto di merci, specialmente negli hangar.</p>	
<p><b>Courier pack:</b> A pack of local domestic travel, subsistence and, sometimes, cultural information made available to the courier upon their arrival at the venue. If the courier is to arrive at their hotel a day or so earlier than the installation/takedown it is customary to make this available at their hotel for their use upon arrival.</p>	<p><b>Paquet pour le convoyeur:</b> lors de voyages domestiques, paquet avec de la nourriture et parfois une information culturelle à la disposition du convoyeur dès leur arrivée sur les lieux. Si le courier est d'arriver à leur hôtel un jour ou deux plus tôt que l'installation / retrait il est de coutume de les rendre accessibles à leur hôtel pour leur utilisation à l'arrivée.</p>	<p><b>Kurier tasche:</b> Eine Tasche für den örtlichen inländischen Reiseverkehr mit Nahrungsmitteln und Informationen für den Kurier bei seiner Ankunft am Ausstellungsort. Es ist üblich, dies dem Kurier bei Ankunft in seinem Hotel am Tag vor Aufstellung/ Abhängung zugänglich zu machen.</p>	<p><b>Pacchetto del corriere:</b> pacchetto per viaggi a livello locale e nazionale, contenente cibo e a volte informazioni culturali messo a disposizione del corriere al suo arrivo a destinazione. Nel caso in cui il corriere arrivi in hotel un giorno prima dell'installazione o dello smontaggio è consuetudine mettere a sua disposizione al suo arrivo in hotel questo oggetto a uso personale.</p>	
<p><b>Crate:</b> A rigid container of framed construction which may or may not be enclosed.</p>	<p><b>Caisse:</b> conteneur rigide qui peut être fermé ou pas.</p>	<p><b>Kiste:</b> Ein fester Container mit Rahmenkonstruktion, verschließbar oder nicht verschließbar.</p>	<p><b>Cassetta:</b> contenitore rigido con struttura a telaio che può essere chiuso o meno.</p>	
<p><b>Cultural value:</b> The cultural or artistic value is the decisive reason for making a work of art an exhibit. It cannot be expressed in monetary terms. This is where compensation limits come into play. The uniqueness reflected in this concept of value is nevertheless an aspect</p>	<p><b>Valeur culturelle:</b> importance accordée à un bien, de manière plus ou moins subjective, en fonction de la culture dont il est le témoignage.</p>	<p><b>Kultureller Wert:</b> Der kulturelle oder künstlerische Wert ist die entscheidende Voraussetzung dafür, dass aus einem Kunstwerk ein Ausstellungsstück wird. Dieser kann nicht in Geld ausgedrückt werden. Hier kommen auch Entschädigungshöchstgrenzen ins Spiel. Die in</p>	<p><b>Valore culturale:</b> il valore culturale o artistico è determinante per rendere un'opera d'arte un'opera da esposizione. Non potendo essere espresso in termini monetari, a questo punto entrano in gioco i massimali di risarcimento. L'unicità riflessa in questo</p>	

that influences the prices of art work. (See Lending to Europe 2005: 76)		diesem Wert-Konzept abgebildete Einzigartigkeit ist nichtsdestotrotz ein Aspekt, der den Wert von Kunstwerken beeinflusst (Siehe: Lending to Europe 2005, S. 76).	concetto di valore è indubitabilmente un aspetto che influenza i prezzi dell'opera d'arte. (Si veda Lending to Europe 2005, p. 76)	
<p><b>Custom security:</b> seal</p> <p>Used by HM Customs and Excise to ensure that the contents of a case, vehicle or cargo unit are not tampered with during transit or while under customs control. The seal is usually a small piece of lead that can be secured to the case, vehicle or cargo unit in such a way as to render opening the case impossible without breaking the seal. Cases would be sealed by Customs, if at time of import, they required to examine the goods but agreed to carry out the examination at the importer's premises. For example if art works arrived at Heathrow for the National Gallery and the consignment was selected for examination by Customs, the cases would be sealed at the airport and transferred to the NG for subsequent inspection by the Gallery's local officer.</p>	<p><b>Sceau de sécurité personalise:</b> utilisé par HM Customs and Excise afin de s'assurer que le contenu de la caisse, du véhicule ou de l'unité de fret ne sont pas altérés pendant le transit ou le contrôle douanier. Le joint d'étanchéité est généralement un petit morceau de plomb qui peut être fixé à la caisse, au véhicule ou à la cargaison de telle manière à rendre l'ouverture du boîtier impossible sans rompre le joint d'étanchéité. Les caisses sont scellées par les services douaniers, si au moment de l'importation, ils ont besoin d'examiner les marchandises, en accord avec les services de l'importateur. Par exemple, si les œuvres d'art arrivent à Heathrow pour la National Gallery et que l'envoi a été sélectionné pour être examiné par les douanes, les caisses seraient scellées à l'aéroport et transférés à la NG pour inspection par l'agent local du musée.</p>	<p><b>Custom Security (= Individuelle Sicherheit nach Maß):</b> Ein von HM Customs and Excise (britische Zollbehörde) genutztes Siegel, um zu gewährleisten, dass man sich während des Transits oder der Zollkontrolle nicht am Inhalt eines Behälters, Fahrzeugs oder einer Frachteinheit zu schaffen machen kann. Es handelt sich gewöhnlich um ein kleines Bleistückchen, das so angebracht werden kann, dass die Kiste nicht geöffnet werden kann, ohne das Siegel zu brechen. Wenn zum Zeitpunkt des Imports eine Untersuchung der Güter verlangt wird, werden die Kisten vom Zoll versiegelt, jedoch mit der Einwilligung, die Untersuchung in den Räumlichkeiten des Importeurs vorzunehmen.</p> <p>Wenn z.B. Kunstwerke für die National Gallery in Heathrow ankommen und die Lieferung für eine Untersuchung</p>	<p><b>Sicurezza doganale:</b> sigillo usato dall'Ufficio britannico delle Imposte indirette di Sua Maestà per garantire che il contenuto di una cassa, di un veicolo o di un'unità di carico non sia stato manomesso durante il trasporto o il controllo doganale. Di solito il sigillo consiste in un piccolo elemento in piombo fissato alla cassa, al veicolo o all'unità di carico in modo tale da rendere impossibile l'apertura della cassa senza la rottura del suddetto sigillo. Le casse verranno sigillate alla dogana, nel caso in cui al momento dell'importazione sia necessario esaminare i beni ma l'ispezione sarà condotta come concordato</p> <p>secondo le premesse dell'importatore.</p> <p>Per esempio se delle opere d'arte destinate alla National Gallery sono arrivate a Heathrow e la dogana ha selezionato per l'ispezione questa</p>	

		durch den Zoll ausgewählt wurde, werden die Kisten am Flughafen versiegelt und zur NG transferiert, um sie dort vom örtlichen Beamten der Galerie inspizieren zu lassen.	partita, le casse verranno sigillate all'aeroporto e trasferite al suddetto museo per un'ulteriore ispezione da parte dei funzionari della citata Galleria.	
<b>Data logger:</b> A small monitor (9 v battery) normally used in fine art/object transport to record temperature and % rh variations in transit.	<b>Enregistreur de données:</b> un petit écran (pile 9 V) normalement utilisé dans le transport d'objets d'art pour enregistrer les variations de température et d'humidité pendant le transport.	<b>Datenlogger:</b> Ein kleiner Bildschirm (9 V Batterie), der gewöhnlich beim Kunsttransport eingesetzt wird, um Temperatur und relative Luftfeuchtigkeit während des Transits zu messen.	<b>Registratore di dati:</b> piccolo monitor (batteria da 9 v) usato generalmente nel trasporto di opere/oggetti d'arte per registrare le variazioni di temperatura e della percentuale di UR durante gli spostamenti.	
<b>Declared value:</b> See 'Replacement value'	<b>Valeur déclarée:</b> Valeur mentionnée sur les documents officiels, notamment douaniers ou fiscaux.	<b>Erklärter Wert:</b> Siehe 'Wiederbeschaffungswert'	<b>Valore dichiarato:</b> Si veda 'Valore di sostituzione'.	
<b>Depreciation:</b> Loss of commercial value of a work after damage and restoration resulting in compensation paid on the advice of a loss-adjuster and in agreement with the insurer.	<b>Dépréciation:</b> perte de valeur commerciale d'une œuvre après dommage et/ou après restauration faite en réparation du dommage. Cette perte de valeur est calculée par les experts compétents..	<b>Wertminderung:</b> Kommerzieller Wertverlust eines Werkes nach Entschädigung und Restaurierung, der aus einer Entschädigung resultiert, welche auf Empfehlung eines Sachverständigen und im Einvernehmen mit dem Versicherer gezahlt wurde.	<b>Deprezzamento:</b> Perdita del valore commerciale di un'opera in seguito a sinistro e restauro che comporta il pagamento di un risarcimento sulla base della perizia di un perito liquidatore e in accordo con l'assicuratore.	
<b>Dollies/skates:</b> A small platform on wheels used to move objects too heavy or large to carry easily. These consist of a metal frame or solid piece of plywood (18-25mm	<b>Charriot:</b> petite plate-forme sur roues utilisée pour déplacer facilement des objets lourds ou volumineux. Il s'agit d'un cadre métallique ou d'une pièce solide de	<b>Dollies/Rollen:</b> Eine kleine Platte auf Rädern für den Transport von Gegenständen, die zu schwer zu tragen sind. Diese bestehen aus einem Metallrahmen oder einem Stück festen	<b>Dolly/skate:</b> piccola piattaforma su ruote utilizzata per spostare o trasportare facilmente oggetti molto grandi o pesanti. Consiste in un telaio metallico o in un resistente pannello in	



thick) to which 4 or more wheels are attached.  Skates are used on their own or in conjunction with another skate.	contreplaqué (18-25mm d'épaisseur) à laquelle 4 ou plusieurs roues sont fixées.	Sperrholz (18-25mm dick), an dem vier oder mehr Räder angebracht sind. Rollen werden einzeln oder in Verbindung mit weiteren Rollen verwendet.	legno compensato (18-25 mm di spessore) al quale sono fissate 4 o più ruote.  Lo skate è utilizzato da solo o in combinazione con un altro skate.	
<b>D-ring:</b> A closable metal ring normally secured by a captive sleeve nut onto a threaded end.	<b>Bague D:</b> bague métallique pouvant être fermée normalement fixée par un écrou captif à une extrémité filetée.	<b>D-Ring:</b> Verschließbarer Metallring, der normalerweise durch eine unverlierbare Hülsenmutter auf dem Gewindeende gesichert wird.	<b>D-ring:</b> maniglia metallica chiudibile di forma semicircolare che di solito è fissata con un dado per raccordi a un'estremità filettata.	
<b>Due diligence:</b> A procedure exercised by museums or galleries before acquisition or loan to ensure that any object offered for purchase, gift, loan, bequest or exchange has not been illegally obtained in, or exported from, its country of origin or any intermediate country in which it might have been owned legally (including the museum's own country). Due diligence in this regard should establish the full history of the item from discovery to production.	<b>Diligence requise:</b> ensemble de mesures et de vérifications exercées par les musées ou professionnels du marché de l'art avant l'acquisition (onéreuse ou non) d'un bien afin de s'assurer que ce bien n'a pas été détenu de façon illégale. Cette diligence s'exerce aussi bien au regard du pays d'où il provient initialement qu'au regard du pays où il est détenu au moment où il est proposé à l'acquisition. . La diligence requise devrait permettre en l'occurrence d'établir tout l'historique de l'objet depuis sa découverte jusqu'à son entrée dans les collections. (concept de traçabilité).	<b>Due-Diligence-Verfahren:</b> Verfahren, das von Museen und Galerien vor einer Anschaffung oder Ausleihe angewandt wird, um zu gewährleisten, dass jegliches zum Kauf, als Geschenk, Leihgabe, Nachlass oder zum Austausch angebotenes Kunstwerk nicht illegal aus dem Herkunftsland oder einem Zwischenland, in dem es sich in legalem Eigentum befunden haben könnte (einschließlich des Sitzlandes des Museums), bezogen oder ausgeführt wurde. Gebührende Sorgfalt sollte in dieser Hinsicht die vollständige Objektgeschichte vom Auffinden bis zur Herstellung abbilden.	<b>Dovuta diligenza:</b> procedura condotta da musei o gallerie prima di un'acquisizione o di un prestito per assicurarsi che l'oggetto offerto in qualità di acquisto, dono, prestito, lascito o permuta non sia stato ottenuto o esportato illegalmente dal suo paese d'origine o da un paese intermediario, in cui abbia costituito un bene di proprietà secondo i termini di legge (incluso il paese del museo). A questo proposito questo procedimento dovrebbe stabilire l'intera storia del bene culturale dalla sua scoperta alla sua creazione.	Les prêts ou échanges ne sont pas soumis à ce type de mesures.  Vgl. Provenienzforschung
<b>Exclusions:</b> Eventualities which are not covered in the	<b>Exclusions:</b> éventualités qui ne sont pas couvertes par les	<b>Ausschlüsse:</b> Eventualitäten, die nicht in den	<b>Esclusioni:</b> eventualità non coperte dalla	

insurance policy.	systèmes d'assurance et font la plupart du temps l'objet de clauses particulières dans les contrats.	Versicherungsbedingungen enthalten sind.	polizza di assicurazione.	
<b>Facility report:</b> A document listing general requirements to be considered during the loan of an object. A Facilities Report outlines an institution's facilities, climate, security, staffing, insurance and loan history. The purpose of this document is to assure a lender that the borrower has a history of professional and responsible care of museum artefacts.	<b>Facility Report:</b> document listant toutes les mesures prises par l'institution emprunteuse pour assurer la sûreté d'un objet (aménagements du bâtiment, climat, sécurité, personnel, ...). Ce document a pour but de certifier au prêteur que l'emprunteur met tout en œuvre pour répondre aux exigences du prêteur.	<b>Facility Report:</b> Schriftstück, das alle allgemeinen Anforderungen während der Ausleihe eines Objekts auflistet. Dieser Bericht listet die Ausstattung einer Institution, die klimatischen Bedingungen, Sicherheit, personelle Ausstattung, Versicherung und Verleih-Historie auf. Zweck dieses Dokuments ist es, den Leihgeber zu versichern, dass der Entleiher über Erfahrung in der professionellen und verantwortungsvollen Handhabung von musealen Kunstwerken verfügt.	<b>Facility Report:</b> documento elencante i requisiti generali da considerare durante il prestito di un'opera. La scheda delinea la struttura, le condizioni ambientali, la sicurezza, il personale, la storia assicurativa e dei prestiti dell'istituto. Il fine di questo modulo è quello di garantire al prestatore che il mutuatario ha un passato di tutela professionale e responsabile delle opere museali.	
<b>Facsimile value:</b> Cost of creating a new replacement for the object.	<b>Valeur de copie:</b> coût de création d'un facsimilé.	<b>Kopierwert:</b> Kosten für die Herstellung eines Ersatzobjekts.	<b>Valore del facsimile:</b> Costo della creazione di un sostituto per l'oggetto.	
<b>Fair market value - mid-auction value:</b> A value set at mid-range between high-auction estimate and low-auction estimate.	<b>Valeur moyenne de mise aux enchères:</b> valeur établie à mi-chemin entre une estimation haute et une estimation basse de mise aux enchères.	<b>Angemessener Marktwert – mittlerer Auktionswert:</b> In der Mitte zwischen Höchstwert und Niedrigstwert bei einer Auktion festgelegter Wert.	<b>Valore equo di mercato – valore d'asta medio:</b> valore stabilito a metà tra un'elevata valutazione d'asta e una valutazione d'asta bassa.	
<b>Foot candles:</b> The imperial equivalent of the lux (qv). One	<b>Pieds-bougies:</b> L'équivalent impériale du lux (voir ce terme).	<b>Foot-candle:</b> Das imperiale Äquivalent für Lux (s.u.). Ein Foot-	<b>Candela-piede:</b> equivalente anglosassone di lux (v.).	



footcandle equals approximately ten lux.	Un pied-bougie équivaut environ dix lux.	candle entspricht zehn Lux.	Un candela-piede corrisponde approssimativamente a dieci lux.	
<b>Glassine™:</b> A dense smooth-surfaced translucent paper used as a packing material.	<b>Glassine™:</b> papier dense à surface lisse translucide utilisé comme matériau d'emballage.	<b>Glassine™:</b> Dichtes mit weicher Oberfläche beschaffenes, lichtdurchlässiges Papier zur Materialverpackung.	<b>Glassine™:</b> carta traslucida dalla grana fitta e di superficie liscia utilizzata come materiale da imballaggio.	
<b>Government indemnity:</b> A government or state policy offered as an alternative to commercial insurance which without the payment of a premium, insures against damage or loss with the risk borne by the government.	<b>Garantie d'Etat:</b> Un gouvernement offre une alternative à l'assurance commerciale, sans payer de prime, et qui permet d'assurer les œuvres contre les dommages et les pertes, le risque étant porté par l'Etat.	<b>Staatsgarantie:</b> Eine regierungsamtliche bzw. staatliche Regelung als Alternative zur kommerziellen Versicherung, die ohne Prämienzahlung gegen Schaden oder Verlust versichert, wobei das Risiko von der Regierung getragen wird.	<b>Garanzia statale:</b> politica del governo o dello stato offerta come alternativa all'assicurazione commerciale e che senza il pagamento di un premio assicura contro danni o perdite, di cui lo stato si assume il rischio.	
<b>Gross negligence:</b>	<b>Faute grave:</b>	<b>Grobe Fahrlässigkeit:</b> Außer Acht lassen der im Leihverkehr erforderlichen Sorgfalt. Fahrlässig handelt sowohl derjenige, der den Schaden zwar voraussieht, aber hofft, er werde nicht eintreten, als auch der, der den Erfolg nicht voraussieht, ihn aber bei Anwendung der verkehrsüblichen Sorgfalt hätte voraussehen müssen. Grobe Fahrlässigkeit liegt vor, wenn diese Sorgfaltspflicht in besonders grobem Maße missachtet	<b>Colpa grave:</b>	

		worden ist.		
<b>Hydraulic scoot:</b> Used in pairs, hydraulic scoots enable heavy rectangular objects to be moved in a very controlled manner. They have a number of load ratings eg. 300kg, 900kg, 2000kg.	<b>Scoot hydraulique:</b> Utilisé en paires, les scoots hydrauliques permettent de déplacer de lourds objets rectangulaires d'une manière très contrôlée. Ils ont un certain nombre de taux de charge, par exemple 300kg, 900kg, 2000kg.	<b>Hydraulic scoot/Hydraulische Hebetchnik:</b> Paarweise genutzt ermöglichen die HS den kontrollierten Transport schwerer rechteckiger Objekte. Es gibt sie in verschiedenen Lade-Kapazitäten, d.h. 300kg, 900kg, 2000kg.	<b>Congegno idraulico:</b> utilizzato a coppie, questo congegno idraulico consente di spostare pesanti oggetti rettangolari in maniera controllata. La capacità di carico è riportata in cifre, ad es. 300 kg, 900 kg, 2.000 kg.	
<b>Immunity from seizure:</b> Law guaranteeing the immunity from seizure of borrowed works while they remain on the territory.	<b>Insaisissabilité:</b> procédure garantissant l'immunité de saisie pour les œuvres prêtées lors de leur séjour sur le territoire de l'institution emprunteuse.	<b>Immunität von Beschlagnahme:</b> Gesetz, dass die Immunität von der Beschlagnahme entliehener Arbeiten gewährleistet, solange sie auf dem Staatsgebiet verbleiben.	<b>Garanzia di non sequestrabilità:</b> legge a garanzia della non sequestrabilità delle opere in prestito durante la loro permanenza sul territorio.	Vgl. Kulturgutschutzgesetz
<b>Johnson bar/"j" bar:</b> A long steel bar with two small wheels and a flat tongue which is used either for leverage or the movement of packed or empty cases.	<b>Johnson barre / "j":</b> longue barre d'acier ,munie de deux petites roues et d'une languette plate, utilisée soit comme levier ou pour déplacer des caisses vides ou garnies.	<b>Johnson Bar/"J"-Bar:</b> Eine lange Stahlstange mit zwei kleinen Rädern und einer flachen Zunge, die zum Anheben oder Versetzen leerer oder gepackter Kisten genutzt wird.	<b>Johnson bar/barra "j":</b> una lunga barra di acciaio con due piccole ruote e una linguetta piatta che viene utilizzata per fare leva o movimentare casse imballate o vuote.	
<b>Known consignor:</b> consignor (museum or cultural institution) who originates cargo for its own account and whose procedures meet common security rules and standards sufficient to allow carriage of cargo on any aircraft, thus complying EU Regulation No 300/2008 on civil aviation security.		<b>Bekannter Versender:</b> Versender (Museum oder kulturelle Institution), der auf eigene Rechnung Fracht verursacht und dessen Abläufe allgemeinen Sicherheitsregeln und -standards entsprechen, um den Fracht-Transport in jedem Flugzeug zu ermöglichen, und damit der EU-Richtlinie Nr. 300/2008	<b>Mittente conosciuto:</b> mittente (museo o ente culturale) che da origine al carico per proprio conto e le cui procedure sono conformi a comuni regole e standard di sicurezza adeguati al trasporto del carico su qualsiasi aeromobile, conformandosi così al Regolamento UE n. 300/2008 in materia di sicurezza dell'aviazione	

<p>According to this, shipments subject to controls when packing can be treated as known cargo, and not ordinarily subject to other security measures (i.e. screening/opening of crates). This condition is validated, with a fixed cost fee, by the Department for Transport or a specialised agency of every Member State.</p>		<p>zur Sicherheit in der zivilen Luftfahrt zu entsprechen. Dementsprechend können Lieferungen, die beim Packen Kontrollen unterliegen, als bekannte Fracht behandelt werden und normalerweise nicht Gegenstand anderer Sicherheitsmaßnahmen sein. (z.B. Screening/Öffnung von Behältern). Diese Bedingung ist mit einer festen Kostenrechnung durch die Transport-Abteilung oder eine spezielle Behörde des jeweiligen Mitgliedstaates für gültig erklärt.</p>	<p>civile. Sulla base di quest'ultimo il carico è sottoposto a controllo quando l'imballaggio può essere trattato come carico noto e non viene sottoposto ad altre consuete misure di sicurezza (ad es. controllo/apertura delle cassette). Questa condizione è convalidata dietro il pagamento di un'imposta a importo fisso dal Dipartimento dei Trasporti o da un ente specializzato di ciascun stato membro.</p>	
<p><b>Letter of comfort:</b> A 'letter of comfort' means a written confirmation from a representative of the Government that the borrower of the cultural object or the borrowing State will do everything within its power to safeguard the item from seizure. (Definition by OMC subgroup on immunity from seizure, 2010)</p>	<p><b>Lettre de confort:</b> une 'lettre de confort' est un document écrit par un représentant du gouvernement pour confirmer que l'institution ou l'Etat empruntant l'objet culturel fera tout ce qui est en son pouvoir pour prémunir cet objet d'une saisie (définition du sous-groupe MOC sur l'immunité de saisie, 2012).</p>	<p><b>Patronatserklärung:</b> Ein regierungsamtlich verfasstes Dokument, das bestätigt, dass die Institution oder der Staat, welcher das Kunstwerk ausgeliehen hat, alles in seiner Macht stehende tun wird, um das Objekt vor einer Beschlagnahme zu bewahren (Definition der MOK-Unterarbeitsgruppe zur Immunität vor Beschlagnahme, 2012).</p>	<p><b>Lettera di patronage:</b> una 'lettera di patronage' riporta una conferma in forma scritta da parte di un rappresentante del governo, nella quale il mutuuario del bene culturale o la nazione mutuataria afferma di fare tutto ciò che è in suo potere ai fini della tutela del bene da eventuali sequestri. (Definizione del sottogruppo OMC sulla garanzia di non sequestrabilità, 2010).</p>	
<p><b>Lifting straps:</b> Two or more lifting straps are used mainly to carry large heavy</p>	<p><b>Sangles de levage:</b> deux ou plusieurs sangles de levage sont utilisées principalement pour transporter des grandes</p>	<p><b>Hebegurte:</b> Zwei oder mehr Hebegurte werden hauptsächlich zum Tragen großer schwerer Gemälde genutzt.</p>	<p><b>Cinghie di sollevamento:</b> due o più cinghie di sollevamento utilizzate principalmente per trasportare grandi e</p>	

paintings.	et lourdes peintures.		pesanti dipinti.	
<b>Lifting tables:</b> Enable controlled effortless raising and lowering of large and heavy sculptures and paintings, typically heavy busts onto or off plinths.	<b>Tables élévatrices:</b> permet de lever et abaisser de grandes et lourdes sculptures et peintures.	<b>Hubtische:</b> Ermöglichen das kontrollierte Heben und Senken großer und schwerer Skulpturen und Gemälde sowie gewöhnlich schwerer Büsten auf oder von ihren Fundamenten ohne höheren Kraftaufwand.	<b>Tavoli elevatori:</b> consentono di sollevare e abbassare agevolmente e in maniera controllata grandi e pesanti dipinti e sculture, soprattutto pesanti busti con o senza base.	
<b>Link hanger:</b> A versatile type of plate metal fixing which can safely support a wide range of picture weights and sizes and accommodate a range of frame to frame rebate depths.	<b>Cintre Lien:</b> type polyvalent de fixation de plaque métallique qui peut supporter de façon sécuritaire une large gamme de poids et de tailles d'image et d'accommoder une gamme de châssis pour encadrer les profondeurs de feuillure.	<b>Link Aufhängung:</b> Eine vielseitige Art metallener Befestigungsplatte, die eine breite Palette von Bildergewichten und -größen sicher stützen kann und eine beträchtliche Rahmen- zu-Rahmen-Überlappungstiefe aufnimmt.	<b>Gancio di collegamento:</b> tipologia versatile di lastrina metallica di fissaggio utilizzata per il supporto in sicurezza di un'ampia gamma di pesi e dimensioni di dipinti. Si adatta a una varietà di spessori e riduzioni di telai.	
<b>Loan agreement:</b>	<b>Accord de prêt:</b> document officiel actant une entente sur un prêt entre le prêteur et l'emprunteur.	<b>Leihvertrag:</b> Ein Dokument zur Vereinbarung zweier Partner über die (unentgeltliche) Überlassung von Sachen (hier: Kulturgütern) zu deren Gebrauch (hier: Ausstellungen).	<b>Contratto di prestito:</b>	
<b>Long term loan:</b> A loan with duration of several years duration, generally 3-5 years. The loaned object contributes to the borrower's permanent collection and is regarded as forming part of the collection for the period of the loan. (Definition from the report on 'Long	<b>Prêt de longue durée:</b> prêt d'une durée de plusieurs années. L'objet prêté enrichit temporairement la collection permanente de l'emprunteur et est considéré comme faisant partie de la collection pour la période du prêt	<b>Langfristige Ausleihen:</b> Leihgabe mit mehrjähriger Dauer von allgemein 3-5 Jahren. Das entliehene Objekt trägt zur Dauerausstellung/-sammlung des Leihnehmers bei und wird als tragender Teil der Sammlung während	<b>Prestito a lungo termine:</b> prestito con durata pluriennale, in genere 3-5 anni. Il bene in prestito contribuisce alla collezione permanente del mutuatario ed è visto come parte integrante della collezione durante il	Ajouter le terme « dépôt » ?

term loans best practices report' from the OMC-group on Long-term Loans and Collection Research, 2010)	(définition tirée du rapport sur les « prêts de longue durée – bonnes pratiques » du sous-groupe MOC sur les prêts de longue durée et la recherche sur les collections, 2010).	der Entleihung betrachtet (Definition im Bericht über Dauerleihgaben – Best-practices-Bericht der MOK-Arbeitsgruppe zu Dauerleihgaben und Sammlungsforschung, 2010).	periodo del prestito.  (Definizione tratta dal 'Rapporto sulla migliore prassi per i prestiti a lungo termine' da Ricerche su Prestiti e Collezioni a lungo termine di OMC-group, 2010)	
<b>Loose loading:</b> A term commonly used in the air freight industry to describe the manner in which cargo is carried in the hold of a narrow-bodied aircraft. The handling of the cargo is done in much the same way as passenger luggage and is placed on and taken off the conveyor belt by hand for loading onto the aircraft. The cargo is always unpalletised and is generally unsupervised which can be less secure and inadvisable unless closely monitored.	<b>Chargement desséré:</b> terme couramment utilisé dans l'industrie du fret aérien pour décrire la manière dont la cargaison est transportée dans la soute d'un avion à fuselage étroit. La cargaison se fait quasiment de la même manière que pour les bagages des passagers. Elle est chargée et déchargée à la main à bord de l'avion. La cargaison n'est pas toujours sur palette, généralement sans surveillance, méthode déconseillée à moins d'être étroitement surveillée.	<b>Loseverladung:</b> Begriff, der gemeinhin im Luftfrachtbetrieb benutzt wird, um die Art und Weise zu beschreiben, wie Fracht in einem engräumigen Flugzeug transportiert wird. Die Handhabung der Fracht geschieht auf dieselbe Weise wie bei Reisegepäck und wird auf das Gepäckband gelegt oder von diesem aufgenommen, um sie ins Flugzeug zu laden. Die Fracht ist meist nicht auf Paletten und unbeaufsichtigt, was weniger sicher und daher nicht empfehlenswert sein kann, es sei denn, sie ist eng beaufsichtigt.	<b>Carico sfuso:</b> termine comunemente utilizzato nel settore dei trasporti aerei per indicare il modo in cui un carico è collocato nella stiva di un aeromobile dalla fusoliera di dimensioni limitate. La movimentazione del carico viene effettuata approssimativamente come nel caso dei bagagli dei passeggeri: esso è collocato e spostato a mano su e dal nastro trasportatore per essere caricato nel velivolo.  Il carico è sempre sprovvisto di bancale e generalmente resta incustodito e può essere meno al sicuro, per cui questo procedimento è sconsigliato a meno che il carico non sia tenuto sotto controllo da vicino.	
<b>Lux:</b> The SI unit of illuminance.	<b>Lux:</b> unité de luminosité.	<b>Lux:</b> Maßeinheit für Lichtstärke.	<b>Lux:</b> unità di illuminazione del SI.	
<b>Manifest:</b> A customs document listing the details of the cargo and its	<b>Manifest:</b> document douanier énumérant les détails de la cargaison et de sa destination qui	<b>Manifest (Frachtbrief):</b> Ein Zolldokument das für den See-, den Straßen-, Luft- oder Schienenweg	<b>Manifesto di carico:</b> documento doganale elencante i particolari e la destinazione del	

destination that is to be conveyed by sea, road air or rail. The Manifest must also include a unique identification reference such as an Airway Bill or Bill of Lading number.	doit être convoyé (air, mer, route ou voie ferrée). Le manifeste doit également inclure une référence d'identification unique comme une lettre de transport aérien ou le numéro de chargement.	die Details der Fracht und ihr Bestimmungsziel auflistet. Das Manifest muss außerdem einen einzigartigen Identifizierungsbeleg wie einen Luftfrachtbrief oder eine Lieferscheinnummer enthalten.	carico che deve essere trasportato via aria, via mare, su strada o su rotaia. Il manifesto deve anche includere un identificativo univoco, come nel caso della lettera di vettura aerea o della polizza di carico.	
<b>Mirror plate/Mending plate:</b> Mild steel plate with countersunk holes for screw attachment of painting to wall.	<b>Plaque miroir</b> <b>Plaque d'acier:</b> plaque de trous fraisés pour fixation par vis de la peinture au mur.	<b>Spiegelplatte (Aufhängeplatte):</b> Dünne Stahlplatte mit versenkten Schraublöchern zur Anbringung von Gemälden an der Wand.	<b>Lastrina specchio / Lastrina piana:</b> lastrina di acciaio dolce con fori svasati utile a fissare per mezzo di viti un dipinto al muro.	
<b>Nail to Nail:</b> Insurance or indemnity cover from the point when an object leaves the wall or shelf where it usually resides until it returns to that wall or shelf, i.e. for the entire duration of the loan. (From the removal of the work of art until its return to the lender, in other words during exhibition, storage and transportation in both directions.)	<b>Dispositif de clou-à-clou:</b> assurance couvrant l'intégralité du prêt, à partir du moment où l'objet est déplacé du lieu où il est entreposé ou exposé jusqu'à son retour dans ce même lieu (du décrochage de l'œuvre d'art jusqu'à son retour auprès du prêteur, c'est-à-dire durant l'exposition, le stockage et le transport dans les deux sens).	<b>Nagel zu Nagel:</b> Versicherungs- oder Haftungsschutz, welcher die Gesamtheit der Leihgabe von dem Moment an deckt, nachdem das Objekt von der Wand genommen wird oder vom Ort entfernt wird, an dem es sich normalerweise befindet bis zu seiner Rückkehr an diesen selben Ort (Von der Entfernung des Kunstwerks bis zu seiner Rückgabe an den Leihgeber, d.h. während Ausstellung, Lagerung und Transport in beide Richtungen).	<b>Da chiodo a chiodo:</b> copertura di assicurazione o di garanzia dal momento in cui un bene lascia la parete o il ripiano in cui è collocato abitualmente fino al suo ritorno a quella medesima parete o medesimo ripiano, vale a dire per l'intera durata del prestito. (Dal prelievo dell'opera d'arte fino al suo ritorno al prestatore, in altre parole durante la mostra, il deposito e il trasporto sia all'andata che al ritorno).	
<b>Non-insurance:</b> An agreement that both parties in a loan transaction will equally bear the risk of loss or damage and not take	<b>Dispense d'assurance:</b> accord dans le cadre d'un prêt stipulant les modalités de prise en charge des risques de perte ou de dommages par les parties	<b>Nichtversicherung:</b> Eine Übereinkunft, dass beide Parteien im Leihverkehr das Verlust- oder Schadensrisiko tragen und keine kommerzielle Versicherung in	<b>Rinuncia all'assicurazione:</b> accordo in cui entrambe le parti in un'operazione di prestito si fanno carico in egual misura dei rischi	

commercial insurance.	prenantes, sans souscription d'une assurance commerciale.	Anspruch nehmen werden.	di sinistri o danni, rinunciando a un'assicurazione commerciale.	
<b>Open market value - mid-auction value:</b> see 'Fair market value'	<b>Prix de mise aux enchères:</b> prix fixé par le commissaire-priseur pour commencer les enchères.	<b>Offener Marktwert – mittlerer Auktionswert:</b> Siehe 'Fairer Marktwert'	<b>Valore di mercato aperto – valore d'asta medio:</b> si veda 'Valore equo di mercato'	
<b>Oz clip™</b> A proprietary screw based and hinged plate metal fixing which can be adapted for transport, storage and display applications.	<b>Oz clip™:</b> plaque de métal avec vis de fixation et charnière qui peut être adapté au transport, stockage et affichage.	<b>Oz clip™-Bilderösen:</b> Ein markengeschützter schraub- und klappbarer Metallplatten-Hänger, der zum Transport, zur Lagerung und Ausstellungshängung befestigt werden kann.	<b>Oz clip™</b> lastrina metallica di fissaggio brevettata con base a viti e a cerniera che si adatta al trasporto, allo stoccaggio e all'esposizione.	
<b>Pallet truck:</b> A mobile lifting platform which is pump handle operated. Most commonly used to move packing cases and palletised work. May be lowrider, standard format or long bladed.	<b>Transpalette:</b> plate-forme élévatrice mobile qui est déplacée par un système automatique à commande manuelle. Le plus souvent utilisé pour déplacer des caisses d'emballage et des palettes. Peut-être de différentes tailles.	<b>Palettenwagen:</b> Beweglicher mit hydraulischer Pumpe betriebener Hebewagen. Gewöhnlich für die Bewegung von Packkisten und Paletten genutzt. In tiefliegender, Standard- oder langgabeliger Ausführung.	<b>Transpallet:</b> piattaforma mobile di sollevamento costituita da un sistema a pompa azionato a mano. Comunemente utilizzata per movimentare casse imballate e merci pallettizzate. Può presentarsi nella versione lowrider, standard o a lunghe forche.	
<b>Per diem:</b> A daily subsistence to cover meals and local travel. It sometimes includes the cost of the hotel accommodation.	<b>Per diem:</b> Une indemnité journalière de subsistance pour couvrir les repas et les déplacements locaux. Il comprend parfois le coût de l'hébergement.	<b>Tagesspesen:</b> Täglicher Aufwand zur Deckung der Verpflegung und örtlicher Verkehrsmittel. In manchen Fällen sind die Kosten für die Hotelunterbringung eingeschlossen.	<b>Al giorno:</b> indennità giornaliera per coprire le spese dei pasti e degli spostamenti a livello locale. A volte include l'importo dell'alloggio in albergo.	
<b>Piano wheels:</b> A small sturdy 4 wheeled truck, 75cm long, 40cm wide	<b>piano à roues:</b> petit camion 4x4 robustes, 75cm de long, 40cm de	<b>Klavierroller:</b> Kleiner robuster vierrädriger Wagen, 75cm lang,	<b>Ruote per pianoforte:</b> piccolo carrello robusto a 4 ruote, della	



and approx 25cm high. Two strong, fixed axles are fitted with a pair of wheels. The payload travels on two high density rubber feet. With a heavy object the rubber components provide the suspension. With either axle within 25cm of the centre of gravity, steering is achieved by shifting the weight forwards or backwards over either axle and raising one pair of wheels clear of the floor. Thus the trolley and payload can turn within 30cm of its own length.	large et 25cm de haut environ. Deux essieux fixes sont équipés d'une paire de roues. La charge utile se déplace sur deux pieds en caoutchouc de haute densité. Pour un objet lourd les composants en caoutchouc assurent un système de suspension. Avec un essieu à 25cm du centre de gravité, la direction est réalisée en déplaçant le poids vers l'avant ou vers l'arrière. Ainsi, le chariot et la charge utile peuvent tourner sur 30cm de longueur.	40cm breit und circa 25cm hoch. Zwei starke, feste Achsen sind jeweils mit einem Paar Räder verbunden. Die Fracht fährt auf zwei hoch verdichteten Gummifüßen. Bei einem schweren Objekt gewährleisten die Gummibestandteile eine Federung.  Mit jeder Achse innerhalb 25cm vom Gravitätsmittelpunkt lässt sich eine Steuerung über eine Achse und durch das Anheben eines Räderpaars vom Boden durch Vor- und Zurückbewegen des Gewichts bewerkstelligen.  So können Fahrzeug und Fracht sich um 30cm der eigenen Länge drehen.	lunghezza di 75 cm, ampiezza di 40 cm e altezza di circa 25 cm. Due resistenti assi fisse sono dotate di un paio di ruote. Il carico utile viaggia su due piedi di gomma ad alta densità. I componenti in gomma provvedono alla sospensione nel trasporto di un oggetto pesante.  Si manovra mantenendo ogni asse entro 25 cm dal centro di gravità, spostando il peso in avanti o indietro sull'altro asse e sollevando dal pavimento un paio di ruote. In questo modo il carrello e il carico utile possono ruotare di 30 cm rispetto alla sua lunghezza.	
<b>Plastazote™</b> Expanded polyethylene. An inert plastic foam material used to furnish the interior of packing cases.	<b>Polyéthylène expansé:</b> matériau en mousse plastique inerte utilisé pour l'aménagement intérieur des caisses d'emballage.	<b>Plastazote™:</b> Ausgedehntes Polyethylen (PE). Inerter Plastikschaumstoff zum Auskleiden von Verpackungskisten.	<b>Plastazote™</b> polietilene espanso. Materiale di gommapiuma inerte utilizzato per rivestire l'interno delle casse da imballaggio.	
<b>Plugging-in:</b> When it is necessary to maintain climate control eg. on a long journey overnight, in an unheated warehouse, the generator can be operated electrically by plugging it into an appropriate mains terminal. This facility cannot be guaranteed and should be	<b>Branchement:</b> quand il est nécessaire pour maintenir par exemple le contrôle du climat sur un long voyage pendant la nuit, dans un entrepôt non chauffé, le générateur peut être branché sur une borne d'alimentation appropriée. Cette installation ne peut être garantie et doit être	<b>Plugging-in:</b> Wenn es notwendig ist, Klima-Kontrolle z. B. auf einer langen Übernachtfahrt in einem unbeheizten Warenhaus aufrecht zu erhalten, kann der Generator elektrisch bedient werden, indem er an einen geeigneten Hauptterminal angeschlossen wird. Solche Einrichtung kann	<b>Collegamento a una presa:</b> quando è necessario mantenere sotto controllo la climatizzazione, ad es. durante un lungo viaggio di notte, in un magazzino senza riscaldamento, il generatore può funzionare elettricamente se collegato a un	



checked in advance since alternative forms of power (e.g. diesel generators) may well interfere with local air conditioning/environmental sensors.	vérifiée à l'avance car les formes d'énergie alternatives (par exemple des générateurs diesel) peuvent ainsi interférer avec la climatisation locale / capteurs environnementaux.	nicht garantiert werden und sollte im Voraus ermittelt werden, zumal alternative Energieversorgung (z.B. Dieselgeneratoren) Störungen in der örtlichen Klimaanlage oder Umweltsensoren verursachen kann.	adeguato terminale d'alimentazione. Questo dispositivo non può essere garantito e deve essere verificato in anticipo poiché forme alternative di corrente (ad es. generatori diesel) potrebbero interferire con il sistema di climatizzazione locale / sensori ambientali.	
<b>Probate value:</b> A value set for items left in a will and given by bequest.	<b>Valeur de succession:</b> valeur estimée par un notaire pour un objet légué, établie au moment de la succession.	<b>Nachlasswert:</b> Für ein testamentarisch überlassenes oder in einem Nachlass übergebenes Kunstwerk geschätzter Wert.	<b>Valore di successione:</b> valore stabilito per oggetti lasciati per testamento e tramite lascito.	
<b>Pro-forma invoice:</b> An invoice sent in advance of goods being supplied.	<b>Facture pro-forma:</b> facture envoyée à l'avance pour les marchandises fournies.	<b>Proformarechnung:</b> Im Voraus versandte Rechnung für gelieferte Waren.	<b>Fattura proforma:</b> fattura inviata prima della fornitura delle merci.	
<b>Ratchet strap:</b> Made of webbing these are used to restrain or secure loads.	<b>Sangle à cliquet:</b> sangle utilisée pour maintenir ou fixer des charges.	<b>Spanngurt:</b> Textile Gurte zur Befestigung oder Sicherung von Ladungen.	<b>Cinghia da cricco:</b> realizzata in fibre tessili e utilizzata per contenere o assicurare il carico.	
<b>Red-cap:</b> An aircraft dispatcher who, in the absence of the agent, is the ultimate point of contact as to whether the freight has been successfully loaded on board the aircraft.	<b>Porteur aérien:</b> répartiteur aéronefs qui, en l'absence de personnel, est le point de contact ultime pour savoir si le fret a été chargé avec succès à bord de l'avion.	<b>Red-Cap (Flugzeugabfertiger):</b> Flugvorbereiter, der bei Abwesenheit des Beauftragten Kontaktpunkt für die Frage ist, ob die Fracht erfolgreich an Bord des Flugzeuges geladen wurde.	<b>Red-cap:</b> operatore dell'aeromobile che, in assenza dell'agente, è l'ultimo punto di contatto per sapere se il carico è stato collocato a bordo del velivolo con successo.	
<b>Regulated agent:</b> air carrier agent, handling agent, freight forwarder or any other entity, who ensures security controls in respect of air cargo by		<b>Reglementierter Beauftragter:</b> Beauftragter für Lufttransport, Abfertiger, Spediteur oder jede andere Einheit,	<b>Agente regolamentato:</b> agente del vettore aereo, addetto alla movimentazione, spedizioniere del carico o altra entità, che assicura i controlli di	

implementing a strict security programme, acceptable by the Department of the MS responsible for civil aviation.		die Sicherheitskontrollen für Luftfracht gewährleistet, indem sie ein striktes Sicherheitsprogramm durchsetzt, welches von der für zivile Luftfahrt zuständigen Verwaltung akzeptiert wird.	sicurezza nel rispetto del carico aereo attuando un rigoroso programma di sicurezza accettato dal Dipartimento responsabile dell'aviazione civile.	
<b>Relative humidity:</b> The ratio of the amount of water vapour in the air relative to the maximum possible at a given temperature.	<b>Humidité relative:</b> rapport de la quantité de vapeur d'eau dans l'air par rapport au maximum possible à une température donnée.	<b>Relative Luftfeuchtigkeit:</b> Verhältnis des momentanen Wasserdampfgehalts zum maximal möglichen Wasserdampfgehalt bei derselben Temperatur.	<b>Umidità relativa:</b> percentuale della quantità di vapore acqueo presente nell'aria a una data temperatura rispetto al massimo possibile.	
<b>Replacement value:</b> The sum that would be required to compensate for a loss. The declared value of a work of art is therefore also its replacement value. (See Lending to Europe 2005:77) The replacement value is determined by the cultural value, by market prices (purchase, sale, auctions) and trends in the art market.	<b>Valeur de remplacement:</b> somme requise pour compenser la perte d'une œuvre prêtée. Elle correspond à la valeur déclarée à l'assurance.	<b>Wiederbeschaffungswert (1):</b> Für die Entschädigung eines Verlusts erforderliche Summe. Der angegebene Wert eines Kunstwerks ist deshalb auch sein Wiederbeschaffungswert (Siehe: Lending to Europe 2005, S. 77). Der Wiederbeschaffungswert bestimmt sich durch den kulturellen Wert, den Marktwert (Kauf, Verkauf, Versteigerungen) und die Trends des Kunstmarktes.	<b>Valore di sostituzione:</b> somma necessaria a compensare una perdita. Il valore dichiarato di un'opera d'arte pertanto è anche il suo valore di sostituzione (Si veda Lending to Europe 2005, p. 77). Esso viene determinato in base al valore culturale, ai prezzi di mercato (acquisto, vendita, aste) e all'andamento del mercato dell'arte.	Prix d'acquisition ???
<b>Retail replacement:</b> Usually double the estimated auction price and covers buyer's premium, VAT, etc.	<b>Valeur de remplacement:</b> normalement évalué au double du prix estimé de mise aux enchères, il couvre la prime de l'acheteur, la TVA, etc. ?	<b>Wiederbeschaffungswert (2):</b> Gewöhnlich doppelter Schätzpreis einer Auktion, der die Prämie des Käufers, Mehrwertsteuer, etc. deckt.	<b>Sostituzione al dettaglio:</b> di solito raddoppio del prezzo d'asta stimato e copertura del premio all'acquirente, l'IVA, ecc.	Doit-on garder ce terme ? (n'existe pas en France)
<b>Ryman fixing:</b> A flush-fitting highly discreet	<b>Fixation Ryman:</b> système de sécurité très discret	<b>Ryman Aufhängung:</b> Flächenbündige, sehr	<b>Fissaggio Ryman:</b> fissaggio di sicurezza a	

security fixing with a key hole which results in a very tight fit between wall and frame.	avec un trou de serrure qui se traduit par un ajustement très serré entre le mur et le cadre.	diskrete Sicherheitsaufhängung mit Schlüsselloch, die eine enge Passgenauigkeit zwischen Wand und Rahmen gewährleistet.	filo di estrema discrezione con un'incavo che crea un ridottissimo spazio di risulta tra parete e cornice.	
<b>Risk assessment:</b>	<b>Evaluation des risques:</b>	<b>Risikobewertung:</b>	<b>Valutazione del rischio:</b>	<b>???</b>
<b>Scissor-lift:</b> A platform that raises to a height not exceeding its length or width. Scissor refers to the design of the mechanism beneath the platform. Larger examples are fixed, smaller versions can be portable. The best example of a scissor supported platform is the domestic ironing board.	<b>Ascenseur-ciseaux:</b> plate-forme qui soulève à une hauteur ne dépassant pas la longueur ou la largeur. Le terme "ciseaux" se réfère à la conception du mécanisme sous la plate-forme. Les grands modèles sont fixés, les plus petits peuvent être portés. Le meilleur exemple d'une plate-forme à ciseaux est la planche à repasser domestique.	<b>Scherenlift:</b> Plattform, die bis zu einer Höhe ausfährt, die ihre Länge oder Breite nicht übersteigt. „Schere“ bezieht sich auf die Form des Mechanismus unterhalb der Plattform. Größere Geräte werden fixiert, kleinere Versionen sind tragbar. Bestes Beispiel eines Scherenlifts ist das häusliche Bügelbrett.	<b>Piattaforma elevatrice a forbice:</b> piattaforma che può sollevarsi a un'altezza non superiore alla sua lunghezza o ampiezza. Il termine forbice si riferisce alla forma del meccanismo al di sotto della piattaforma. Le versioni di ampie dimensioni vengono fissate, quelle minori sono mobili. Il miglior esempio di piattaforma a forbice è l'asse da stiro domestica.	
<b>Self-insurance:</b> The owner / lender agree to bear the risk instead of taking out insurance.	<b>Assurance en propre:</b> le propriétaire/prêteur accepte de porter les risques plutôt que de souscrire une assurance. Dans certains pays, l'Etat est son propre assureur.	<b>Selbstversicherung:</b> Eigentümer/Leihgeber verständigen sich darauf, das Risiko zu tragen, statt eine Versicherung abzuschließen.	<b>Auto-assicurazione:</b> il proprietario / prestatore accetta l'assunzione dei rischi invece di sottoscrivere una polizza assicurativa.	
<b>Shared Liability:</b> Lender and borrower agree to share responsibility for any loss or damage and to settle any such loss or damage by negotiated agreement.  (Shared liability is an agreement between two museums with the	<b>Responsabilité partagée:</b> accord entre prêteur et emprunteur pour partager la responsabilité en cas de perte ou de dommages.	<b>Geteiltes Haftungsrisiko:</b> Leihgeber und Leihnehmer stimmen darin überein, die Verantwortung für jeglichen Verlust oder Schaden mittels eines ausgehandelten Vertrages zu besiegeln. (Geteiltes Haftungsrisiko ist eine Übereinkunft	<b>Responsabilità condivisa:</b> il prestatore e il mutuatario accettano di condividere la responsabilità per ogni danno o sinistro e risolvere eventuali danni o sinistri con un accordo negoziato.  (Si tratta di un accordo tra due musei con	

<p>objective of sharing liability as far as possible in respect of specific risks involved in loan transactions. The museums have agreed on the fact that the Borrower has a certain freedom in deciding whether he wants to insure its share of the liability or not. This implies a reciprocal relationship between the museums which is based on trust. The museums consider one another as equal partners which use comparable standards with regard to the organisation of exhibitions. The two parties are also in agreement that museum objects by definition are irreplaceable and are no part of economic trading (<i>extra commercium</i>). Usually the institutions which agree on shared liability are in a contractual relationship in which they draw funds from various budgets (for example, museums from different states) (definition by Galambos/Bergevoet, 2010 and the 'Lending to Europe' report, 2005))</p>		<p>zwischen zwei Museen mit dem Ziel die Haftung in Betracht spezifischer Risiken, die im Leihverkehr auftreten, so weit wie möglich zu teilen. Die Museen haben sich darauf verständigt, dass der Leihnehmer eine gewisse Freiheit genießt, zu entscheiden, ob er seinen Haftungsanteil versichern möchte oder nicht. Dies setzt eine gegenseitige vertrauensvolle Beziehung zwischen den Museen voraus. Die Museen betrachten sich gegenseitig als gleichberechtigte Partner, die vergleichbare Standards bei der Organisation von Ausstellungen anwenden. Die beiden Parteien stimmen auch darin überein, dass Museumsstücke qua definitionem unersetzlich und nicht Teil wirtschaftlichen Handels sind (<i>extra commercium</i>). Normalerweise befinden sich Institutionen, die sich auf Haftungsteilung verständigen, in einem Vertragsverhältnis, in das sie Gelder aus verschiedenen Budgets einbringen (z.B. Museen verschiedener Staaten) (Definition durch Galambos/Bergevoet, 2010 und 'Lending to Europe' report, 2005)).</p>	<p>l'obiettivo di condividere la responsabilità per quanto possibile nel rispetto dei rischi specifici implicati in operazioni di prestito. I musei convengono sul fatto che il mutuatario ha una certa libertà nel decidere se voler garantire la propria parte di responsabilità o meno. Questo implica un rapporto di reciprocità tra i musei, basato sulla fiducia. I musei si considerano vicendevolmente partner alla pari, che utilizzano standard comparabili in materia di organizzazione di mostre. Inoltre i due partner sono d'accordo nel considerare le opere museali per definizione insostituibili e collocate al di fuori del commercio economico (<i>extra commercium</i>). Le istituzioni che convengono sulla responsabilità condivisa di solito sono in rapporti contrattuali, in cui essi ottengono fondi da vari bilanci (per esempio da musei di altri stati) (definizione di Galambos/Bergevoet, 2010 e del rapporto 'Lending to Europe', 2005))</p>	
<p><b>Slings Ropes:</b> cables or woven straps used to lift large / heavy</p>	<p><b>Cordes élingues:</b> câbles ou courroies tissées utilisées pour soulever de</p>	<p><b>Anbindeseile:</b> Seile oder geflochtene Riemen zum Anheben großer,</p>	<p><b>Funi da imbracatura:</b> cavi o cinghie di tessuto utilizzate per sollevare</p>	

objects.	grands / lourds objets.	schwerer Objekte.	oggetti voluminosi / pesanti.	
<p><b>Skate/dolly:</b> A small platform on either fixed or multi directional wheels used to move objects too heavy or large to carry easily. These consist of a metal frame or solid piece of plywood (18-25mm thick) to which 4 or more wheels are attached. Two may be used concurrently.</p>	<p><b>Patinage / dolly:</b> petite plate-forme fixe ou montée sur multi roues directionnelles ,utilisée pour déplacer facilement des objets lourds ou volumineux. Il s'agit d'un cadre métallique ou d'une pièce solide de contreplaqué (18-25mm d'épaisseur) à laquelle 4 ou plusieurs roues sont fixées.</p>	<p><b>Rollen/Dollies:</b> Eine kleine Platte auf festen oder flexiblen Rädern für den Transport von Gegenständen, die zu schwer oder zu groß sind, um sie einfach zu bewegen. Diese bestehen aus einem Metallrahmen oder einem Stück festen Sperrholz (18-25mm dick), an dem vier oder mehr Räder angebracht sind. Zwei können gleichzeitig gebraucht werden.</p>	<p><b>Skate/dolly:</b> piccola piattaforma alla quale sono fissate ruote multidirezionali per spostare oggetti troppo pesanti o voluminosi da trasportare agevolmente.</p> <p>Consiste in un telaio metallico o in un resistente pannello in legno compensato (18-25 mm di spessore) al quale sono fissate 4 o più ruote.</p> <p>E' possibile utilizzarne due contemporaneamente.</p>	
<p><b>State indemnity:</b> A national scheme whereby the state undertakes to provide financial compensation for the loss or damage of a work on loan, without any insurance company acting as an intermediary.</p>	<p><b>Garantie d'Etat:</b> système par lequel l'Etat se substitue totalement ou partiellement à un assureur privé.</p>	<p><b>Staatshaftung:</b> Eine nationale Regelung, wonach der Staat für die Bereitstellung finanzieller Entschädigung bei Verlust oder Beschädigung des geliehenen Objekts aufkommt, ohne eine Versicherungsgesellschaft einzuschalten.</p>	<p><b>Garanzia statale:</b> sistema nazionale per mezzo del quale lo stato garantisce una compensazione finanziaria per danni o sinistri subiti da un'opera d'arte in prestito, senza l'intermediazione di alcuna compagnia assicurativa.</p>	
<p><b>Subrogation:</b> A principle that gives the state / insurance agent the right to take action against any person for damages in respect of a claim which has been declared.</p>	<p><b>Subrogation:</b> principe qui donne à l'Etat et/ou l'assureur le droit d'entreprendre une action contre un tiers pour dommages, suite au dépôt de plainte.</p>	<p><b>Subrogation:</b> Grundsatz, welcher dem Staat bzw. dem Versicherer das Recht gibt, gegen einen Dritten wegen Schäden infolge einer erklärten Klage vorzugehen.</p>	<p><b>Surrogazione:</b> principio che conferisce allo stato / agente assicurativo il diritto di prendere provvedimenti contro colpevoli di danni nei termini di un diritto che è stato dichiarato.</p>	
<p><b>Tail lift:</b> A mechanised platform at the back of</p>	<p><b>Hayon:</b> plate-forme mécanisée à l'arrière</p>	<p><b>Ladeklappe:</b> Mechanische Plattform</p>	<p><b>Sponda montacarichi:</b> piattaforma</p>	

<p>a lorry (truck) which can be raised, lowered or tilted to assist loading large or heavy objects. They are electrically operated and load rated e.g. 500kg, 1000kg, 2000 kg etc. They must not be overloaded.</p>	<p>d'un camion (camion) qui peut être soulevé, abaissé ou incliné à faciliter le chargement d'objets volumineux et lourds. Ils sont actionnés électriquement et charger par exemple classé 500kg, 1000kg, etc 2000 kg Ils ne doivent pas être surchargés.</p>	<p>an der Rückseite eines LKWs, die gehoben, gesenkt oder hin und her bewegt werden kann, um große oder schwere Objekte zu laden. Sie werden elektrisch beladen mit Lasten von z.B. 500kg, 1000kg, 2000kg etc. Man darf sie nicht überladen.</p>	<p>meccanizzata posta sul retro di un autocarro (camion) che può essere sollevata, abbassata o inclinata per facilitare il carico di oggetti voluminosi o pesanti. Azionata elettricamente e classificata in base al carico massimo 500 kg, 1.000 kg, 2.000 kg ecc. Non va sovraccaricata.</p>	
<p><b>Tax value:</b> Value for tax purposes, usually at a low rate.</p>	<p><b>Valeur fiscale:</b> valeur estimée pour le paiement de taxes ou le calcul d'une réduction d'impôt..</p>	<p><b>Steuerlicher Wert:</b> Für steuerliche Zwecke festgesetzter Wert bei allgemein niedriger Steuerrate.</p>	<p><b>Valore imponibile:</b> valore a fini imponibili, solitamente a tasso basso.</p>	
<p><b>Thermal half-time:</b> The time required for an internal environment to reach half the difference between the internal temp and the external temp. A useful measurement of the effectiveness of thermal insulation.</p>	<p><b>Thermal half-time:</b> temps nécessaire à un environnement interne pour atteindre la moitié de la différence entre la température interne et la température extérieure. Une mesure utile de l'efficacité de l'isolation thermique.</p>	<p><b>Thermal half-time:</b> Die Zeit, die es braucht, eine Umgebung so anzupassen, dass die Hälfte der Differenz zwischen Innen- und Außentemperatur erreicht wird. Nützliche Maßnahme für eine effektive thermische Isolierung.</p>	<p><b>Periodo di dimezzamento termico:</b> tempo necessario affinché un ambiente interno raggiunga la metà della differenza tra la temperatura interna e quella esterna. Una misurazione utile per l'efficacia dell'isolamento termico.</p>	
<p><b>Tie webbing:</b> Used primarily to secure objects against wooden tying off rails. 1 3/4 in wide with a breaking strain of 900 + lbs</p>		<p><b>Tragegurte:</b> Vor allem zur Sicherung von Objekten genutzt, dass diese sich nicht aus den hölzernen Fugen lösen. Breite 1 3/4 mit einer Bruchdehnung von 900 + lbs.</p>	<p><b>Tiranti in fibre tessili:</b> utilizzati principalmente per assicurare oggetti dal contatto con assi di legno legate assieme. Ampiezza 1 ¾ con un massimo di portata di 900 + libbre</p>	
<p><b>Trans-shipment:</b> The transfer of a shipment usually between aircraft eg. Long haul flights via Europe.</p>	<p><b>Transbordement:</b> transfert d'une expédition habituellement entre des avions par exemple. Vols long-courriers via</p>	<p><b>Umschlag:</b> Transfer einer Lieferung gewöhnlich zwischen Flugzeugen, z.B. bei Langstreckenflügen via Europa.</p>	<p><b>Trasbordo:</b> trasferimento di un carico solitamente da un aeromobile all'altro, ad es. nel caso di voli a lunga distanza via Europa.</p>	

	l'Europe.			
Travelling frame: An open wooden frame onto which a painting is attached for transportation which is subsequently wrapped. Often used for paintings with ornate frames.	Cadre de voyage: cadre ouvert en bois sur lequel est fixé un tableau pour le transport qui est ensuite enveloppé. Souvent utilisé pour les peintures avec des cadres ornés.	Transportrahmen: Offener Holzrahmen, auf dem ein Gemälde für den Transport befestigt und anschließend eingepackt wird. Häufig für Gemälde mit Schmuckrahmen in Gebrauch.	Telaio per trasporto: telaio di legno aperto al quale un dipinto viene fissato per il trasporto e in seguito avvolto. Spesso utilizzato per dipinti dalle cornici elaborate.	
<b>Tri-wall® container:</b> A container or box made from a thick corrugated cardboard. Tri-wall is a product name for a rigid thick sheet material constructed from three layers of plain card and two corrugated. The corrugated layers are sandwiched between two plain sheets. In the centre a third plain sheet divides the two corrugated layers.	<b>conteneur Tri-wall®:</b> conteneur ou boîte fabriqué(e) à partir d'un carton épais ondulé. « Tri-wall® » est un nom de produit pour un matériau feuille épaisse rigide construite à partir de trois couches de carton lisse et deux en carton ondulé. Les couches ondulées sont prises en sandwich entre deux feuilles lisses. Au centre, une troisième feuille pleine sépare les deux couches ondulées.	<b>Tri-wall® Container:</b> Ein Container bzw. eine Box aus dicker Wellpappe. Tri-wall ist der Name für das Produkt aus festem dicken Verkleidungsmaterial, das aus drei Lagen festen Kartons und zwei Lagen Wellpappe gefertigt wird. Die Wellpappeschichten sind zwischen dem glatten Karton verleimt. Eine dritte Pappe trennt die beiden Wellpappeschichten.	<b>Tri-wall® container:</b> contenitore o scatolone di spesso cartone ondulato. Tri-wall si riferisce al nome di un articolo e indica il materiale da cui è costituito: un foglio rigido e spesso composto da tre strati di cartone liscio e due ondulati. Gli strati ondulati sono posti tra i due fogli lisci. Il terzo foglio liscio separa al centro i due strati ondulati.	
<b>Valuation tolerance:</b> A given range of values for a single object.	<b>Tolérance d'évaluation:</b> échelle de valeurs pour un objet donné.	<b>Bewertungstoleranz:</b> Wertetabelle eines einzelnen Objekts.	<b>Valutazione della tolleranza:</b> una serie di valori forniti per un'opera.	
<b>Vibration:</b> The response of any material to the input of continuous energy	<b>Vibration:</b> réponse de n'importe quel matériau à l'impulsion d'énergie continue	<b>Vibration:</b> Verhalten jedweden Materials unter dem Einfluss kontinuierlicher Energiezufuhr.	<b>Vibrazione:</b> risposta di qualsiasi materiale sottoposto a un flusso continuo di energia.	
<b>Waiver of subrogation:</b> In the event of	<b>Renonciation à la clause de subrogation:</b>	<b>Regressverzicht:</b> Im Schadensfall eines	<b>Rinuncia alla surrogazione:</b> in caso di	



damage to a work, a clause waiving claims against the organisers, commissioners, curators, official representatives of the lender, transport companies, transit companies and packaging companies, except in the case of malice, deceit or gross negligence.	[OK pour cette définition]	Kunstwerks bestehende Klausel, die Ansprüche gegen die Organisatoren, Bevollmächtigte, Kuratoren, offizielle Vertreter des Leihgebers, Speditionen, Werttransportunternehmen und Verpackungsfirmen zulässt - ausgenommen im Falle von Arglist, Betrug oder grober Fahrlässigkeit.	danni all'opera, clausola che prevede la rinuncia al ricorso contro organizzatori, sovrintendenti, curatori, rappresentanti ufficiali del prestatore, ditte di trasposto, ditte di transito e quelle di imballaggio, fatti salvi i casi di dolo, frode o colpa grave.	
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### 8.1 Existing Shared Liability Agreements

#### Belgium

#### ***Standard loan agreement pertaining to the collections from the Antwerp Royal Museum of Fine Arts (KMSKA), the Groeninge Museum in Bruges and the Ghent Museum of Fine Arts (2009)***

The Parties:

- The Flemish Community, represented by its Government, in the person of Mr Bert Anciaux, Flemish Minister for Culture, Youth, Sports and Brussels Affairs;
- The Antwerp Royal Museum of Fine Arts, invested with corporate personality pursuant to the Act of 27 June 1930 and the Royal Decree of 22 September 1931, represented by Mr Paul Huvenne, Director-General;
- The City of Ghent, represented by the Mayor, Mr Daniël Termont, and by Town Clerk, Mr Paul Teerlinck;
- The City of Bruges, represented by the Mayor, Mr Patrick Moenaert, and by Town Clerk, Mr Johan Coens,

Taking into consideration that:

they wish to promote accessibility to the public art collection in Flanders and reinforce consistency in terms of content of the collection presentations;

the exchange of works of arts, for both the short- and long-term, is an important instrument to this end;

the Flemish Art Collection, the cooperative between the Antwerp Royal Museum of Fine Arts, the Groeninge Museum in Bruges and the Ghent Museum of Fine Arts, plays a significant role in storing and displaying the public art collection in Flanders;

for this reason, they wish to support the loan agreement between these three museums and remove existing barriers;

the three above-mentioned museums strive to pursue the same basic standards in terms of transport, presentation, handling and storing museum objects.

Have agreed as follows:

#### **Article 1**

The agreement is based on the principle of mutuality and only pertains to the following museum objects:

- objects that are owned by the City of Bruges and managed by the Groeninge Museum in Bruges;
- objects that are owned by the City of Ghent and managed by the Ghent Museum of Fine Arts;
- objects that are owned by the Flemish Community and managed by the Antwerp Royal Museum of Fine Arts
- objects whose management has been entrusted to the Net Assets of the Antwerp Royal Museum of Fine Arts (pursuant to Article 2 of the Royal Decree of 22 September 1931).

In this agreement, the terms below shall be defined as follows:

*borrower*: the party borrowing a museum object;

*lender*: the party lending a museum object;

*loaned object*: the museum object that is given in loan or borrowed;

*transport from lender to borrower*: the period that commences on the date on which the loaned object is removed from its fixed position until such time as the receipt is signed by the borrowing museum;

*transport from borrower to lender*: the period that commences from the date on which the loaned object is removed from its position in the borrowing museum for the return journey until such time as the receipt is signed by the lending museum;

*lending period*: the period between transport from lender to borrower and transport from borrower to lender;

*agreed value*: the value agreed and established in joint consultation between borrower and lender;

*total loss*: loss through absence, theft or complete destruction (whereby object is beyond repair).

## **Article 2**

The parties shall agree that the museums under Article 1 shall lend the museum objects that have been entrusted to each other under the conditions specified below.

a) During transport from lender to borrower and from borrower to lender, the borrower shall be wholly liable for any physical damage or total loss involving the loaned object. In the event of damage, the borrower shall be required to cover any costs to restore the loaned object to, or keep it in, the best possible state of repair (research, preservation and restoration), amounting to the agreed value of the loaned object. In the event of total loss, the borrower shall be required to pay compensation to the lender amounting to the agreed value of the loaned object. The lender shall decide in consultation with the borrower whether the borrower's risk during transport should be covered by insurance.

b) The borrower shall be liable for any physical damage from any cause which the loaned object has incurred, or seems to have incurred, during the lending period. This being the case, the borrower shall be required to cover all costs that need to be made to restore the loaned object to, or keep it in, the best possible state of repair (research, preservation and restoration), amounting to the agreed value of the loaned object, up to an upper limit of € 500,000. If the object devalues as a result of the damage incurred, the loss shall not be recovered from the borrower. The lender shall determine in consultation with the borrower whether the borrower's risk during the lending period should be covered by insurance.

c) The borrower shall not be liable for the total loss of the loaned object during the lending period, unless he is to blame for evil intent or gross negligence. The borrower shall do everything in his power to recover the loaned object following absence or theft. Any costs involved in tracing and recovering the object (revindication costs) shall also be borne by the borrower.

## **Article 3**

Any restoration and/or preservation treatment shall only be carried out by a restorer designated by the lender, in consultation with the borrower.

A loan agreement shall be concluded for each loan, which shall comprise all specific loan conditions (requirements in terms of storage, packaging, transport, presentation, etc.) and which shall be in accordance with this standard agreement.

#### **Article 4**

The parties shall agree that the museums specified under Article 1 shall not charge each other any loan fees or administrative costs and that they shall keep the handling costs (including storage, transport, packaging, etc. ) within reason.

#### **Article 5**

The museum objects managed by the Flemish Community, Art and Heritage Agency, Heritage department, shall be given in loan to the museums to which this standard agreement applies under the same conditions as those mentioned above.

Agreed and signed in quadruplicate at [place] .....

on [date] .....

[signatures]

### **The Netherlands**

#### ***Management Agreement ('Beheersovereenkomst') between the Dutch Government and the Dutch national museums***

The *Management Agreement ('Beheersovereenkomst')* between the Dutch Government and the Dutch national museums (2003) contains some specific provisions on the conditions under which the objects in care of a national museum can be lend to another museum. These provisions give a large margin of appreciation to the collection managers of these museums and urge them to limit the conditions to be met by a borrowing museum.

These conditions are set out in the guidelines *Spreading the risk of museum loans from the national collection. Lend more, worry less*:

## **'Spreading the risk of museum loans from the national collection. Lend more, worry less'**

### *Introduction*

The Netherlands Minister of Education, Culture and Science supports and encourages the mobility of collections, both nationally and within the European Union. After all, mobile collections make the Netherlands national heritage more visible and ensure a stimulating account, surprising combinations and a more detailed understanding. The mobility of collections is, however, restricted by the high cost of insurance against damage and loss.

One possible way of removing that restriction is to reach agreement between borrower and lender on spreading the loan risk.

### *Existing Instruments*

The State has for some time had two instruments which spread the risk to the collection. First, there is the 1989 Framework Agreement on Loan Arrangements. The Framework Agreement describes the conditions under which the State and the municipalities of Rotterdam, Amsterdam, The Hague and Gouda are prepared to enter into reciprocal loan arrangements. Second, there is the Management Agreement between the State and former national museums, which dates from 1993.

The Management Agreement describes the conditions under which the autonomous national museums may lend objects owned by the State to third parties.

### *Minimal loan conditions*

Under the Framework Agreement and the Management Agreement the offices of the Minister of Education, Culture and Science and all autonomous national museums may lend objects owned by the State to third parties under the following conditions:

- If the value of the object falls, it is not recovered from the borrower.
- The borrower is responsible for misplacing an object entirely (going missing, theft, total loss) only during its transportation to and from the lender. While the object is with the borrower the State bears the risk. The borrower naturally has to do all in its power to keep the object and, if it goes missing or is stolen, to recover it.
- The borrower is at all times responsible for any damage to an object which can be repaired.
- It should be determined in consultation with the borrower whether it should insure the residual risk.

### *Scope*

The Minister of Education, Culture and Science has confidence in the Ministry's managers and requires only that they comply with the minimal lending conditions when lending from the State-owned collections.

Individual managers may, however, impose supplementary conditions. For that reason, lending conditions may vary between institutions.

### *In practice*

Where management of the national collection is concerned, in practice there are three relationships between borrowers and lenders. How can they best spread the risk when borrowing or lending objects in these different relationships?

#### **01. The owner of the collection is the State, the manager is a government department and the borrower is another museum.**

In order to impede loan arrangements as little as possible, the Minister of Education, Culture and Science – in this case the managing government department – does not require the borrower to

insure against the risk of damage and loss. The minimal loan conditions form the lower limit. The government department may, however, impose supplementary conditions.

**02. The owner of the collection is the State, the manager is an autonomous national museum, and the borrower is another museum.**

The Management Agreement offers museums opportunities to lend the collection on behalf of the State without compulsory insurance under the above-mentioned minimal loan conditions.

This is specifically stated in Articles 6.2 and 8 of the Management Agreement.

**03. The owner of the collection is not a government department, a foundation or a private individual, but the collection is entrusted to the care of the State under an agreement, the manager is a national museum, and the borrower is another museum.**

The owner is not obliged to lend an object under the same loan conditions as the State. Before lending an object in this category, managers (national museums) must 'negotiate' with the owner on the risk he as owner is prepared to accept and the conditions under which he is prepared to lend his object to third parties. These should preferably be the same minimal loan conditions as applied by the State.

If the owner – in this category this is not the State – does not want to bear the total loss of the object himself, he may well be prepared to abandon the current market value as the starting point for compensation.

In that case the borrower and the owner may agree a lower sum in compensation. The manager (the national museum) sets out the agreements on conditions and liability between owner and borrower in a written document, such as a power of attorney.

The owner may also be another government, which allows the collection to be managed by a national museum. That government may grant the manager (the national museum) a power of attorney to lend objects to third parties under the same minimal loan conditions as applied by the State.

Thus the Framework Agreement operates more widely.

*Finally*

The public is entitled to get to know the many special collections owned by the State.

Conversely, these collections merit being seen by a broad public. The Minister of Education, Culture and Science therefore wants institutions to make more use of the opportunities to lend collections. It is hoped that the policy of the Minister of Education, Culture and Science on spreading the risk of lending will contribute to this.

*Questions?*

If you have any questions contact:

Directie Cultureel Erfgoed [Cultural Heritage Directorate]: Marianne Rutters, 070 412 4342  
Instituut Collectie Nederland [Netherlands Institute for Cultural Heritage]: Frank Bergevoet, 070 307 3802  
Nationaal Archief [National Archive]: Irene Gerrits, 070 331 5563  
Rijksdienst voor Archeologie, Cultuurlandschap en Monumenten [State Service for Archaeology, Cultural Landscape and Monuments]: Peter Don, 030 698 3374

## 8.2 BIBLIOGRAPHY

S. Petterson; M. Hagedorn-Saupe; T. Jyrkkö; A. Weij (ed.), *Encouraging Collections Mobility. A way forward for Museums in Europe*, Helsinki 2010.

Nout van Woudenberg, *State Immunity and Cultural Objects on loan*, Leiden/Boston 2012.

### **General survey:**

([http://www.lending-for-europe.eu/fileadmin/CM/public/documents/indemnity/EU\\_State\\_Indemnity\\_Schemes.pdf](http://www.lending-for-europe.eu/fileadmin/CM/public/documents/indemnity/EU_State_Indemnity_Schemes.pdf))

### **UKRG Standard Facilities Report:**

<http://www.lending-for-europe.eu/fileadmin/CM/public/documents/references/StandardFacilitiesReport.pdf>

### **UKRG Security Supplement:**

[http://www.royalarmouries.org/assets-uploaded/documents/UKRG\\_Security\\_Supplement.pdf](http://www.royalarmouries.org/assets-uploaded/documents/UKRG_Security_Supplement.pdf)

### **AAM General Facility Report:**

<http://www.collectionspace.org:8080/download/attachments/18448390/aam-general-facility-report.pdf>

### **Links**

NEMO is the Network of European Museum Organisations: <http://www.ne-mo.org/>

Collections Trust: <http://www.collectionstrust.org.uk/>

Lending for Europe: <http://www.lending-for-europe.eu/>

International Council of Museum's standards and guidelines:  
<http://icom.museum/professional-standards/standards-guidelines/>

ICOM's bibliographies: <http://icom.museum/resources/bibliographies/>

UK Registrars Group: <http://www.ukregistrarsgroup.org/>

The Registrars Committee of the American Association of Museums (RC-AAM):  
<http://www.rcaam.org/>

VIII European Registrars Conference: <http://lanyrd.com/2012/viii-european-registrars-conference/>

International Convention of Exhibition and Fine Art Transporters (Icefat):  
<http://www.icefat.org/>

## 8.3 Factsheets on State Indemnity

### Introduction

These factsheets provide practical information on the existing state indemnity schemes in the Member States of the EU and are destined for registrars and collection keepers. They can also be useful for governments interested in creating such a scheme or improving their existing scheme.

Also included are Norway, Canada and the USA to give extra information and the possibility of comparison.

To keep the factsheets simple and clear we chose to subdivide them in 2 layers:

#### 1<sup>st</sup> layer: General overview:

- General Q&A for everybody who is interested in indemnity schemes. Especially registrars and curators from all Member States.
- This includes a compact overview on the essential parts of the regulation, just to get an impression of the outline.
- It does not provide all the necessary details, but it provides a framework for faith in/acceptance of the indemnity scheme.
- The questions can only be answered with unambiguous answers.

#### 2<sup>nd</sup> layer: Specific information:

- Facts for the applicants/potential borrowers/lenders.
- All the necessary details, but not written out. Instead the factsheet only shows links to all the relevant national documents and checklists, generally in the national language (because this is not information that is essential to all the Member States, only to the national registrar for its own national indemnity scheme). But if there is an English translation available on a website the link to this website will of course be included. The factsheets show links to all the forms one might need, so it provides easy access to all possible information.
- This 2<sup>nd</sup> layer will also provide links to the explanation of specific terminology in the glossary.

**Content:**

Bulgaria

Czech Republic

Finland

France

Germany

Hungary

Ireland

Italy

Lithuania

Luxemburg

Netherlands

Poland

Romania

Slovakia

Spain

Sweden

United Kingdom

Canada

Norway

USA



## Bulgaria

### I. Regulation

a. Is a State Indemnity Scheme available?

State Indemnity is provided after a Resolution of the Council of Ministers of the Republic of Bulgaria. A letter of indemnity is issued by virtue of the Cultural Heritage Act and the Protection and Promotion of Culture Act, and in implementation of the Resolution of the Council of Ministers of the Republic of Bulgaria, to verify that a state indemnity is provided for the exhibits. The letter of indemnity is signed by the minister of culture.

Note: We are in line for preparation of regulations/rules.

b. Where can you find the regulation?

[http://mc.government.bg/files/635\\_ZKN.doc](http://mc.government.bg/files/635_ZKN.doc)

Cultural Heritage Act / 2011, Article 129, Item 4 and Article 182, Items 3 and 4

[http://mc.government.bg/files/73\\_ZZRK.doc](http://mc.government.bg/files/73_ZZRK.doc)

Protection and Promotion of Culture Act/ 2010, Art. 22, Items 1 and 2

Note: We are in line for preparation of regulations/rules.

What are the institutions that are involved?

Council of Ministers of the Republic of Bulgaria

Ministry of Culture of the Republic of Bulgaria

An overview of the procedure for requests:

We are in line for preparation of regulations/rules.

What other schemes for collection mobility are available?

☒ **commercial insurance**

☐ **shared liability**

☐ **other:**

### II. Coverage

What loans does the scheme cover?

☒ **incoming**

☒ **outgoing**

☒ **for temporary exhibitions**

☐ **long-term**

☒ **from collections within the own country**

☐ **from private collections**

☐ **other:**

Are the works covered nail to nail or are certain periods excluded?

Loans are covered nail to nail.

7. What risks are excluded?

We are in line for preparation of regulations/rules.

Is there a waiver of subrogation clause?

No

### III. Eligibility criteria

Who can apply for State Indemnity?

☐ Only national museums

☒ National museums and other publicly funded museums

☐ National museums, other publicly funded museums and private museums (all)

Note: We are in line for preparation of regulations/rules.

Is there an overview of the conditions that need to be met?

Yes. We are in line for preparation of regulations/rules.

Is a security check required?

Yes. We are in line for preparation of regulations/rules.

a. If yes, who is responsible for the security check?

A team of experts, appointed by the Minister of Culture. We are in line for preparation of regulations/rules.

b. How will it be checked?

Checking the respective documents and condition of displays, etc.

a. Is there a financial limit?

No. We are in line for preparation of regulations/rules.

b. What is the financial limit?

What is the term for application?

Such has not been yet defined, but usually at least 3 months before the exhibition is advisable.

### IV. The way the system works

Is there special appropriation in the state budget?

No

Is the indemnity granted to the lender or the borrower?

We are in line for preparation of regulations/rules.

Is a formal declaration of acceptance from the part of the lender required?

We are in line for preparation of regulations/rules.

a. If the state indemnity is not accepted, is there an alternative solution?

Yes, a commercial insurance.

b. Can the refusal be debated?

We are in line for preparation of regulations/rules.

a. Is there a limitation of the liability?

We are in line for preparation of regulations/rules.

b. What is the limitation of the liability?

We are in line for preparation of regulations/rules.

Is there an administrative fee?

No

Is afterwards a final report required for the granter of the indemnity?

No.

#### V. Compensation mechanism

a. Who makes the assessment of the damage?

The assessment of damage will be agreed upon by the Lender, the Borrower and the Ministry of Culture of the Republic of Bulgaria in the form of an agreement.

b. Can the assessment be debated?

We are in line for preparation of regulations/rules.

23. Is there a timeframe for the payment of the compensation?

Yes

#### VI. Additional information

National Website including information concerning State Indemnity

No.

Is there a translation of the legislation?

No.

#### Contact Persons

name: Ekaterina Djumalieva

title: Head of department "Museum's Activity and Fine Arts"

Cultural Heritage Directorate

organization: Ministry of Culture of the Republic of Bulgaria

e-mail: [K.Djumalieva@mc.government.bg](mailto:K.Djumalieva@mc.government.bg)

name: Lora Atanasova

title: Junior expert

"Museum's Activity and Fine Arts" Department

Cultural Heritage Directorate

organization: Ministry of Culture of the Republic of Bulgaria

e-mail: [l.atanasova@mc.government.bg](mailto:l.atanasova@mc.government.bg)

## Czech Republic

### I. Regulation

a. Is a **State Indemnity Scheme** available?

Yes

Where can you find the regulation?

<http://www.mc-galerie.cz/mobilita-sbirek-1/statni-zaruka.html>

Act No. 203 / 2006 Coll. on Certain Types of Support of Culture:

<http://www.mc-galerie.cz/admin/files/Mobilita-sbirek/Czech-National-Indemnity-Act-on-Certain-Types-of-Support-of-Culture-CZ.pdf>

Model Agreement – important explanatory document:

<http://www.mc-galerie.cz/admin/files/Mobilita-sbirek/Model-Agreement-2012.pdf>

Further information available on request at the Ministry of Culture of the Czech Republic ([petr.svojanovsky@mkcr.cz](mailto:petr.svojanovsky@mkcr.cz), [erzika.kubinova@mkcr.cz](mailto:erzika.kubinova@mkcr.cz)) and the Methodic Centre for Museums of Fine Arts of the National Gallery in Prague ([mcgalerie@ngprague.cz](mailto:mcgalerie@ngprague.cz), [registrar@ngprague.cz](mailto:registrar@ngprague.cz), [nemcova@ngprague.cz](mailto:nemcova@ngprague.cz))

What are the institutions that are involved?

Ministry of Culture of the Czech Republic

Ministry of Finance of the Czech Republic

An overview of the procedure for requests:

Further information available on request at the Ministry of Culture of the Czech Republic ([erzika.kubinova@mkcr.cz](mailto:erzika.kubinova@mkcr.cz), [petr.svojanovsky@mkcr.cz](mailto:petr.svojanovsky@mkcr.cz))

and the Methodic Centre for Museums of Fine Arts of the National Gallery in Prague ([mcgalerie@ngprague.cz](mailto:mcgalerie@ngprague.cz), [registrar@ngprague.cz](mailto:registrar@ngprague.cz), [nemcova@ngprague.cz](mailto:nemcova@ngprague.cz))

What other schemes for collection mobility are available?

☒ **commercial insurance**

☒ **shared liability**

☐ **other:**

### II. Coverage

What loans does the scheme cover?

☒ **incoming**

☐ **outgoing**

☒ **for temporary exhibitions**

☒ **long-term**

☐ **from collections within the own country**

☐ **from private collections**

**X**      **other: all types of collections except national collections within the own country, but the scheme is primarily intended for international loans.**

Are the works covered **nail to nail** or are certain periods excluded?

**Loans are covered nail to nail.**

What risks are excluded?

**Acts of war and armed conflicts are excluded; other special risks that are excluded are nuclear threats, the item's aging and the borrower's negligence.**

Is there a **waiver of subrogation clause**?

**No**

### III. Eligibility criteria

Who can apply for State Indemnity?

**X**      **Only national museums**

**O**      **National museums and other publicly funded museums**

**O**      **National museums, other publicly funded museums and private museums (all)**

Is there an overview of the conditions that need to be met?

**No**

Is a security check required?

**Yes**

a. If yes, who is responsible for the security check?

**The Ministry of Culture of the Czech Republic**

b. How will it be checked?

**Checking the respective documents plus visits to exhibition places, depository rooms etc.**

a. Is there a financial limit?

**No**

What is the financial limit?

**There is no financial limit per exhibition; however there is a minimum limit of 100.00 CZK (Approximately € 4000) per single object.**

What is the term for application?

**Ten months before the opening of the exhibition at the latest.**

### IV. The way the system works

Is there special appropriation in the state budget?

**No**

Is the indemnity granted to the lender or the borrower?

**Borrower**

Is a formal declaration of acceptance from the part of the lender required?

Yes

a. If the state indemnity is not accepted, is there an alternative solution?

Yes, a combination of state indemnity and commercial insurance.

b. Can the refusal be debated?

Yes

a. Is there a limitation of the liability?

No (except the exclusions given by the law)

What is the limitation of the liability?

Is there an administrative fee?

No

Is afterwards a final report required for the granter of the indemnity?

No

#### V. Compensation mechanism

a. Who makes the assessment of the damage?

The assessment of damage will be agreed upon by the Lender, the Borrower and the Czech Ministry of Culture in the form of an agreement.

b. Can the assessment be debated?

Yes, within the frame of 22. a

Is there a timeframe for the payment of the compensation?

Yes, 6 months

#### VI. Additional information

National Website including information concerning State Indemnity

Yes

<http://www.mc-galerie.cz/mobilita-sbirek-1/statni-zaruka.html>

Is there a translation of the legislation?

Yes, Act No. 203 / 2006 Coll. on Certain Types of Support of Culture:

<http://www.mc-galerie.cz/admin/files/Mobilita-sbirek/Czech-National-Indemnity-Act-on-Certain-Types-of-Support-of-Culture-CZ.pdf>

Model Agreement – important explanatory document:

<http://www.mc-galerie.cz/admin/files/Mobilita-sbirek/Model-Agreement-2012.pdf>

Contact Persons

name: Petr Svojanovský

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name: Eržika Kubínová

title: officer

organization: Ministry of Culture of the Czech Republic

e-mail: [erzika.kubinova@mkcr.cz](mailto:erzika.kubinova@mkcr.cz)

Name: Magda Nemcova

Title: registrar

Organization: National gallery in Prague

e-mail: [nemcova@ngprague.cz](mailto:nemcova@ngprague.cz), [registrar@ngprague.cz](mailto:registrar@ngprague.cz)



## Finland

### I. Regulation

a. Is a State Indemnity Scheme available?

Yes

Where can you find the regulation?

[http://www.minedu.fi/OPM/Kulttuuri/Museot\\_ja\\_kulttuuriperintoe/taidenayttelyiden\\_valtiontakuu/?lang=en](http://www.minedu.fi/OPM/Kulttuuri/Museot_ja_kulttuuriperintoe/taidenayttelyiden_valtiontakuu/?lang=en)

What are the institutions that are involved?

Ministry of Education and Culture

An overview of the procedure for requests:

[http://www.minedu.fi/OPM/Kulttuuri/Museot\\_ja\\_kulttuuriperintoe/taidenayttelyiden\\_valtiontakuu/?lang=en](http://www.minedu.fi/OPM/Kulttuuri/Museot_ja_kulttuuriperintoe/taidenayttelyiden_valtiontakuu/?lang=en)

What other schemes for collection mobility are available?

☒ commercial insurance

☐ shared liability

☐ other:

### II. Coverage

What loans does the scheme cover?

☒ incoming

☒ outgoing

☒ for temporary exhibitions

☒ long-term

☒ from collections within the own country

☒ from private collections

☐ other:

Are the works covered nail to nail or are certain periods excluded?

Yes

What risks are excluded?

No

Is there a waiver of subrogation clause?

Indemnity scheme includes a subrogation clause. However the right of recourse can be waived.

### III. Eligibility criteria

Who can apply for State Indemnity?

- ☐ Only national museums
- ☐ National museums and other publicly funded museums
- ☒ National museums, other publicly funded museums and private museums (all)

Is there an overview of the conditions that need to be met?

Yes

[http://www.minedu.fi/OPM/Kulttuuri/Museot\\_ja\\_kulttuuriperintoe/taidenayttelyiden\\_valtiontakuu/?lang=en](http://www.minedu.fi/OPM/Kulttuuri/Museot_ja_kulttuuriperintoe/taidenayttelyiden_valtiontakuu/?lang=en)

Is a security check required?

Yes

[http://www.minedu.fi/OPM/Kulttuuri/Museot\\_ja\\_kulttuuriperintoe/taidenayttelyiden\\_valtiontakuu/?lang=en](http://www.minedu.fi/OPM/Kulttuuri/Museot_ja_kulttuuriperintoe/taidenayttelyiden_valtiontakuu/?lang=en)

a. If yes, who is responsible for the security check?

The provider of the state indemnity

b. How will it be checked?

[http://www.minedu.fi/OPM/Kulttuuri/Museot\\_ja\\_kulttuuriperintoe/taidenayttelyiden\\_valtiontakuu/?lang=en](http://www.minedu.fi/OPM/Kulttuuri/Museot_ja_kulttuuriperintoe/taidenayttelyiden_valtiontakuu/?lang=en)

a. Is there a financial limit?

Yes

b. What is the financial limit?

1 billion euro at any one time

[http://www.minedu.fi/OPM/Kulttuuri/Museot\\_ja\\_kulttuuriperintoe/taidenayttelyiden\\_valtiontakuu/?lang=en](http://www.minedu.fi/OPM/Kulttuuri/Museot_ja_kulttuuriperintoe/taidenayttelyiden_valtiontakuu/?lang=en)

What is the term for application?

3 months before the beginning of the state indemnity

[http://www.minedu.fi/OPM/Kulttuuri/Museot\\_ja\\_kulttuuriperintoe/taidenayttelyiden\\_valtiontakuu/?lang=en](http://www.minedu.fi/OPM/Kulttuuri/Museot_ja_kulttuuriperintoe/taidenayttelyiden_valtiontakuu/?lang=en)

### IV. The way the system works

Is there special appropriation in the state budget?

No

Is the indemnity granted to the lender or the borrower?

Borrower

[http://www.minedu.fi/OPM/Kulttuuri/Museot\\_ja\\_kulttuuriperintoe/taidenayttelyiden\\_valtiontakuu/?lang=en](http://www.minedu.fi/OPM/Kulttuuri/Museot_ja_kulttuuriperintoe/taidenayttelyiden_valtiontakuu/?lang=en)

Is a formal declaration of acceptance from the part of the lender required?

Yes

[http://www.minedu.fi/OPM/Kulttuuri/Museot\\_ja\\_kulttuuriperintoe/taidenayttelyiden\\_valtiontakuu/?lang=en](http://www.minedu.fi/OPM/Kulttuuri/Museot_ja_kulttuuriperintoe/taidenayttelyiden_valtiontakuu/?lang=en)

a. If the state indemnity is not accepted, is there an alternative solution?

Private insurance

b. Can the refusal be debated?

Yes

a. Is there a limitation of the liability?

Yes

What is the limitation of the liability?

Deductible between €20 000 and €200 000

[http://www.minedu.fi/OPM/Kulttuuri/Museot\\_ja\\_kulttuuriperintoe/taidenayttelyiden\\_valtiontakuu/?lang=en](http://www.minedu.fi/OPM/Kulttuuri/Museot_ja_kulttuuriperintoe/taidenayttelyiden_valtiontakuu/?lang=en)

Is there an administrative fee?

€280

Is afterwards a final report required for the granter of the indemnity?

No

#### V. Compensation mechanism

a. Who makes the assessment of the damage?

Borrower, lender and the State Indemnity Board

[http://www.minedu.fi/OPM/Kulttuuri/Museot\\_ja\\_kulttuuriperintoe/taidenayttelyiden\\_valtiontakuu/?lang=en](http://www.minedu.fi/OPM/Kulttuuri/Museot_ja_kulttuuriperintoe/taidenayttelyiden_valtiontakuu/?lang=en)

b. Can the assessment be debated?

Yes

[http://www.minedu.fi/OPM/Kulttuuri/Museot\\_ja\\_kulttuuriperintoe/taidenayttelyiden\\_valtiontakuu/?lang=en](http://www.minedu.fi/OPM/Kulttuuri/Museot_ja_kulttuuriperintoe/taidenayttelyiden_valtiontakuu/?lang=en)

Is there a timeframe for the payment of the compensation?

No

#### VI. Additional information

National Website including information concerning State Indemnity

[http://www.minedu.fi/OPM/Kulttuuri/Museot\\_ja\\_kulttuuriperintoe/taidenayttelyiden\\_valtiontakuu/index.html](http://www.minedu.fi/OPM/Kulttuuri/Museot_ja_kulttuuriperintoe/taidenayttelyiden_valtiontakuu/index.html)

Is there a translation of the legislation?

Yes in Swedish, English, French, Russian, Spanish and Greek

[http://www.minedu.fi/OPM/Kulttuuri/Museot\\_ja\\_kulttuuriperintoe/taidenayttelyiden\\_valtiontakuu/?lang=en](http://www.minedu.fi/OPM/Kulttuuri/Museot_ja_kulttuuriperintoe/taidenayttelyiden_valtiontakuu/?lang=en)

Contact Person

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+358 9 1607 7483 or + 358 40 722 1321

## France

### I. Regulation

a. Is a State Indemnity Scheme available?

Yes

Where can you find the regulation?

Renvois au texte de la loi instituant une garantie d'Etat, et à son décret d'application:

- Loi n° 93-20 du 7 janvier 1993 relative à l'institution d'une garantie de l'Etat pour certaines expositions temporaires d'oeuvres d'art

<http://legifrance.gouv.fr/affichTexte.do?cidTexte=JORFTEXT000000726190>

- Décret n°93-947 du 23 juillet 1993 pris pour l'application de la loi n° 93-20 du 7 janvier 1993 relative à l'institution d'une garantie de l'Etat pour certaines expositions temporaires d'oeuvres d'art

<http://www.legifrance.gouv.fr/affichTexte.do?cidTexte=LEGITEXT000006082412>

What are the institutions that are involved?

La loi dispose que ce sont les "établissements publics nationaux". Dans les faits, il s'agit évidemment des établissements publics nationaux à vocation culturelle.

An overview of the procedure for requests:

La garantie de l'Etat peut être accordée aux établissements publics nationaux, pour la responsabilité qu'ils encourent à l'égard des personnes qui leur prêtent des oeuvres d'art pour des expositions temporaires organisées en France. Elle peut être sollicitée à condition que le total des valeurs d'assurance des oeuvres n'appartenant pas à l'Etat dépasse 46.000.000 €.

La garantie d'Etat couvre la fraction des dommages supérieure à un seuil minimum de 46 millions d'euros, et résultant du vol, de la perte, de la détérioration ou dépréciation après sinistre des oeuvres prêtées n'appartenant pas à l'Etat, au cours des transports et pendant toute la durée du prêt. La garantie ne couvre pas les risques couverts par une assurance souscrite par le propriétaire ou son représentant. Pour la tranche allant de 0 à 46 millions d'euros, l'organisateur de l'exposition souscrit une assurance commerciale classique. La particularité du dispositif français réside donc dans la mise en place d'un système mixte alliant le recours aux assurances privées et l'octroi de la garantie de l'Etat français.

La garantie d'Etat est accordée par arrêté du ministre du budget, après avis consultatif préalable d'une commission d'agrément comprenant des représentants de l'Etat et des personnalités qualifiées. Cette dernière reçoit les dossiers présentés par l'établissement demandeur et par le Service des musées de France (ministère de la culture et de la communication). Ces dossiers comprennent :

- a liste complète des oeuvres et des valeurs d'assurance agréées par les prêteurs;
- un budget prévisionnel et une comparaison des propositions de primes en deça des différents seuils, émanant de plusieurs courtiers;
- une définition du projet et une note de synthèse du dossier; une description es conditions de transport des œuvres;
- un descriptif des conditions de sécurité et les plans détaillés des salles de l'exposition.

What other schemes for collection mobility are available?

**X commercial insurance**

**O shared liability**

**X other:** dispense d'assurance (mais ce système ne concerne pas les oeuvres provenant de l'étranger et n'est applicable que dans certaines conditions précises)

## II. Coverage

What loans does the scheme cover?

**X incoming**

**O outgoing**

**X for temporary exhibitions**

**O long-term**

**X from collections within the own country** en théorie, mais le cas ne s'est jamais présenté.

**X from private collections**

**O other:**

Are the works covered nail to nail or are certain periods excluded?

Nail to Nail

What risks are excluded?

La loi ne prévoit pas d'exclusion. Mais dans la pratique, la garantie d'Etat se cale sur les contrats classiques des compagnies privées d'assurance. Ainsi, les risques de guerre (hors transport) et les actes de terrorisme (pendant le transport) ne sont, en principe, pas couverts.

Is there a waiver of subrogation clause?

No

## III. Eligibility criteria

Who can apply for State Indemnity? [Qui peut solliciter la garantie d'Etat ?]

**Only national museums**

**National museums and other publicly funded museums**

**National museums, other publicly funded museums and private museums (all)**

La loi dispose que ce sont les établissements publics nationaux (sans préciser s'il s'agit de musées ou d'autres institutions). Au moment de sa promulgation (1993), on songeait évidemment à la Réunion des musées nationaux (RMN – établissement public chargé d'organiser les expositions pour le compte des musées nationaux) et au Centre d'art et de culture Georges Pompidou. Aujourd'hui, un certain nombre de musées nationaux sont devenus des établissements publics (Musées d'Orsay et de l'Orangerie, Musée du Louvre, Musée Picasso, etc...) et peuvent donc solliciter la garantie d'Etat. En revanche, les musées des collectivités territoriales ne le peuvent pas.

Is there an overview of the conditions that need to be met?

Il n'existe pas de document officiel récapitulant les conditions d'éligibilité, en dehors du décret d'application (mentionné en I.1.b). Comme précisé au I.3, la commission d'agrément examine un certain nombre de points.

Is a security check required?

Oui. Il s'agit d'un point évidemment capital.

a. If yes, who is responsible for the security check?

L'institution qui sollicite la garantie.

b. How will it be checked?

Le service des musées de France peut diligenter une vérification des conditions de sécurité par la Mission sûreté (commandant de police affectée à la fonction de conseiller sûreté pour les musées de France).

a. Is there a financial limit?

Yes

b. What is the financial limit?

En théorie, il n'y a pas de seuil maximum. Ce point est laissé à l'appréciation de la commission d'agrément et *in fine* à la décision du ministre du budget. La garantie d'Etat couvre la fraction des dommages supérieure à un seuil minimum de 46 millions d'euros (en deçà, ce sont les assurances commerciales qui sont actionnées).

What is the term for application?

A priori, il n'y a pas de délai prévu pour la mise en application.

#### IV. The way the system works

Is there special appropriation in the state budget?

No

Is the indemnity granted to the lender or the borrower?

Elle est accordée à l'organisateur. Dans ce cas, l'organisateur est aussi l'emprunteur.

Is a formal declaration of acceptance from the part of the lender required?

Yes

a. If the state indemnity is not accepted [sous-entendu : par le ministre du budget (et non par le prêteur)], is there an alternative solution? Non; il faut alors souscrire une assurance commerciale.

b. Can the refusal be debated?

Yes

a. Is there a limitation of the liability?

No

Is there an administrative fee?

Oui. Le bénéficiaire de la garantie d'Etat doit verser au Trésor public une redevance forfaitaire de 30.490 €. Le paiement de cette redevance explique que le bénéfice de la garantie d'Etat ne soit pas demandé pour des expositions à budgets limités (il convient en effet que l'économie réalisée soit très supérieure au coût de la redevance).

Is afterwards a final report required for the granter of the indemnity?

Yes

#### V. Compensation mechanism

a. Who makes the assessment of the damage?

L'estimation se fait conjointement par le prêteur et l'organisateur, éventuellement à l'aide d'expertises chiffrées mais, le cas ne semble pas s'être présenté jusqu'à maintenant.

b. Can the assessment be debated?

Yes

Is there a timeframe for the payment of the compensation?

No

#### VI. Additional information

National Website including information concerning State Indemnity

non (à l'exception du lien mentionné au I.1.b renvoyant aux textes de la loi et du décret instituant la garantie d'Etat)

Is there a translation of the legislation?

No

Contact Person

Fabrice Delaroa (chargé de mission au Bureau des réseaux territoriaux / Service des musées de France). Email : fabrice.delaroa@culture.gouv.fr



## Germany

Germany does not have a centralized national indemnity scheme, because Germany is divided into 16 provinces (Bundesländer) with each their own legislation.

For general information regarding the German federal state links to legislation concerning state indemnity (§ 3 (1), 5) :

<http://www.bundesfinanzministerium.de/bundeshaushalt2012/pdf/haushaltsgesetz.pdf>

And – Kapitel 3208, 5.8, (page 10):

[http://www.bundesfinanzministerium.de/nr\\_124500/sid\\_272662CC1A213271F847B7CEA00ED386/DE/Wirtschaft\\_und\\_Verwaltung/Finanz\\_und\\_Wirtschaftspolitik/Bundeshaushalt/Bundeshaushalt\\_2012/Haushaltsplan-2012,templateId=raw,property=publicationFile.pdf](http://www.bundesfinanzministerium.de/nr_124500/sid_272662CC1A213271F847B7CEA00ED386/DE/Wirtschaft_und_Verwaltung/Finanz_und_Wirtschaftspolitik/Bundeshaushalt/Bundeshaushalt_2012/Haushaltsplan-2012,templateId=raw,property=publicationFile.pdf)

For the German 16 provinces (here only: budget legislation for 2012) state indemnity legislation can be found under the following links in German language only (some links represent only the preliminary status of parliamentary documents):

1. Baden-Württemberg – § 5 (3): [http://www9.landtag-bw.de/WP15/Drucksachen/1000/15\\_1000\\_d.pdf](http://www9.landtag-bw.de/WP15/Drucksachen/1000/15_1000_d.pdf)

2. Bayern: –

3. Berlin – § 3 (5): <http://www.parlament-berlin.de/ados/17/IIIPlen/vorgang/d17-0150.pdf>

4. Brandenburg – § 4 (5): <http://www.mdf.brandenburg.de/sixcms/media.php/4055/Haushaltsgesetz.pdf>

5. Bremen – 19 (1), 2: [http://www.finanzen.bremen.de/sixcms/media.php/13/Haushaltsgesetz\\_Land\\_2011.pdf](http://www.finanzen.bremen.de/sixcms/media.php/13/Haushaltsgesetz_Land_2011.pdf)

6. Hamburg – § 5 (23): <http://www.hamburg.de/contentblob/2000934/data/haushaltsbeschluss-2011-2012.pdf>

7. Hessen – § 14 (5): <http://starweb.hessen.de/cache/DRS/18/0/04400.pdf>

8. Mecklenburg-Vorpommern – § 14 (12): [http://service.mvnet.de/\\_php/download.php?datei\\_id=51418](http://service.mvnet.de/_php/download.php?datei_id=51418)

9. Niedersachsen – § 4: <http://www.nds-voris.de/jportal/portal/t/1d13/page/bsvorisprod.psml?doc.hl=1&doc.id=jlir-HGND2010rahmen%3Ajuris-lr00&documentnumber=1&numberofresults=55&showdoccase=1&doc.part=X&paramfromHL=true#jlir-HGND2010rahmen>

10. Nordrhein-Westfalen – § 22: <http://www.landtag.nrw.de/portal/WWW/dokumentenarchiv/Dokument/MMD15-3400.pdf>

11. Rheinland-Pfalz – § 9 (3): [http://www.fm.rlp.de/fileadmin/fm/downloads/finanzen/einzelplaene2012\\_2013/00.pdf](http://www.fm.rlp.de/fileadmin/fm/downloads/finanzen/einzelplaene2012_2013/00.pdf)

12. Saarland: –

13. Sachsen – § 11: [http://www.finanzen.sachsen.de/download/2011\\_2012\\_GP.pdf](http://www.finanzen.sachsen.de/download/2011_2012_GP.pdf)

14. Sachsen-Anhalt – § 5 (1): <http://www.landtag.sachsen-anhalt.de/fileadmin/downloads/d0445lge.pdf>

15. Schleswig Holstein – § 18 (4): [http://www.schleswig-holstein.de/FM/DE/Landeshaushalt/Haushaltsrecht/HG\\_blob=publicationFile.pdf](http://www.schleswig-holstein.de/FM/DE/Landeshaushalt/Haushaltsrecht/HG_blob=publicationFile.pdf)

16. Thüringen – § 14 (2):  
[http://www.thueringen.de/imperia/md/content/tfm/haushalt/haushalt\\_2012/hh-gesetz.pdf](http://www.thueringen.de/imperia/md/content/tfm/haushalt/haushalt_2012/hh-gesetz.pdf)

## Hungary

### I. Regulation

a. Is a State Indemnity Scheme available?

Yes

Where can you find the regulation?

[http://www.nefmi.gov.hu/letolt/kultura/kozgyujt/government\\_decree110\\_2006\\_v\\_5\\_090904.pdf\(en\\_glish\)](http://www.nefmi.gov.hu/letolt/kultura/kozgyujt/government_decree110_2006_v_5_090904.pdf(en_glish))

[http://www.nefmi.gov.hu/letolt/kultura/kozgyujt/aht\\_090904.pdf](http://www.nefmi.gov.hu/letolt/kultura/kozgyujt/aht_090904.pdf) (Hungarian)

[http://www.nefmi.gov.hu/letolt/kultura/kozgyujt/korm\\_hat\\_090904.pdf](http://www.nefmi.gov.hu/letolt/kultura/kozgyujt/korm_hat_090904.pdf) (Hungarian)

What are the institutions that are involved?

Ministry of National Resources

Ministry of National Economy

An overview of the procedure for requests:

<http://www.nefmi.gov.hu/kultura/muzeum/kiallitasi-garancia/kiallitasi-garancia> (Hungarian)

The exhibitor shall present its request to the Ministry of National Resources for an exhibition guarantee by 31 July of the year preceding the year for which the guarantee is requested (advance notice)

The Ministry of National Resources forwards it to the Ministry of National Economy for registration.

However registration shall not entail any obligation on the part of the Minister of National Economy for providing the guarantee.

The exhibitor then seeks an exhibition guarantee or an exhibition cross-guarantee by submitting an application to the Ministry of National Resources at least 25 working days before the opening of the exhibition.

The Ministry of National Resources then forwards this application – together with its recommendation – to the Ministry of National Economy.

The Minister of National Economy, if providing the guarantee, shall issue a certificate of commitment to the beneficiary, and shall notify the Minister of National Resources accordingly. The exhibition guarantee shall enter into effect upon the issue of the certificate of commitment, for the duration specified in the certificate of commitment.

What other schemes for collection mobility are available?

☒ **commercial insurance**

☐ **shared liability**

☒ **other: non insurance**

### II. Coverage

What loans does the scheme cover?

- ☒ **incoming**
- ☐ **outgoing**
- ☒ **for temporary exhibitions**
- ☐ **long-term**
- ☒ **from collections within the own country**
- ☒ **from private collections**
- ☐ **other:**

Are the works covered nail to nail or are certain periods excluded?

The cover is nail to nail.

What risks are excluded?

The exclusions are the following:

- a) any wilful conduct or gross negligence of the Beneficiary (Lender) or of the Beneficiary's employees or representatives,
- b) natural amortization resulting from the characteristics of the exhibited art work, or
- c) restoration carried out upon the approval of the Beneficiary.

Is there a waiver of subrogation clause?

No.

### III. Eligibility criteria

Who can apply for State Indemnity?

- ☐ **Only national museums**
- ☒ **National museums and other publicly funded museums**
- ☐ **National museums, other publicly funded museums and private museums (all)**

Is there an overview of the conditions that need to be met?

Facilities Reports are checked each time.

Is a security check required?

Only through Facilities Reports

a. If yes, who is responsible for the security check?

b. How will it be checked?

a. Is there a financial limit?

Yes, each year according to the the Act on Annual Budget of Hungary.

b. What is the financial limit?

€580.000. 000 at any one time

What is the term for application?

25 working days before the opening of the exhibition.

#### IV. The way the system works

Is there special appropriation in the state budget?

There is no special appropriation in the state budget, but there is a Central State Account available, which is to be used for covering damages.

Is the indemnity granted to the lender or the borrower?

Borrower is granted the indemnity but the beneficiary is the Lender

Is a formal declaration of acceptance from the part of the lender required?

Yes

a. If the state indemnity is not accepted, is there an alternative solution?

No

b. Can the refusal be debated?

No, the decision is left to the Lender's discretion.

a. Is there a limitation of the liability?

No, there is no deductible in the Hungarian State Indemnity

Is there an administrative fee?

No

Is afterwards a final report required for the granter of the indemnity?

Yes

#### V. Compensation mechanism

a. Who makes the assessment of the damage?

If the exhibited artwork (hereinafter: artwork) disappears or is destroyed (total loss), the insured value stipulated in the certificate of commitment shall be paid in settlement.

In the event of partial loss in connection with an exhibition guarantee, the amount of settlement shall cover the costs of restoration as agreed by the exhibitor and the beneficiary. If the artwork cannot be restored entirely, the exhibitor and the beneficiary shall determine the loss of value. The costs of restoration and the loss of value in itself or combined may not exceed the insured value of the artwork.

b. Can the assessment be debated?

The Minister of National Resources may request the exhibitor and the beneficiary to hire an independent, internationally recognized expert(s) in order to determine the amount and payment of the settlement.

Is there a timeframe for the payment of the compensation?

Firstly the Minister of National Resources shall be notified about the damage, and 15 days after his approval sent to the Minister of National Economy, compensation shall be paid( about a month period)

VI. Additional information

National Website including information concerning State Indemnity

<http://www.nefmi.gov.hu/kultura/muzeum/kiallitasi-garancia/kiallitasi-garancia> (Hungarian, but not updated)

Is there a translation of the legislation?

Yes.

Contact Person:

Helga Herendi,

Museum of Fine Arts Budapest,

e-mail: [helga.herendi@szepmuveszeti.hu](mailto:helga.herendi@szepmuveszeti.hu)

## Ireland

### I. Regulation

a. Is a State Indemnity Scheme available?

Yes

Where can you find the regulation?

<http://www.irishstatutebook.ie/1997/en/act/pub/0011/index.html>

What are the institutions that are involved?

National Cultural Institutions

An overview of the procedure for requests:

Request letter with relevant details on exhibition and list of works, owners & values

What other schemes for collection mobility are available?

☒ commercial insurance

☐ shared liability

☐ other:

### II. Coverage

What loans does the scheme cover?

☒ incoming

☐ outgoing

☒ for temporary exhibitions

☐ long-term

☐ from collections within the own country

☐ from private collections

☒ other: from museums/galleries/private collections outside Ireland

Are the works covered nail to nail or are certain periods excluded?

Nail to nail

What risks are excluded?

No liability exists where loss or damage arises or flows from any of the following circumstances:

the negligence or other wrongful act of the lender, or his servants or agents,

a claim by a third party claiming to be entitled to the object, or

restoration or conservation work undertaken to the object by the borrower, his servants or agents with the agreement of the lender

The Minister is not liable under this Agreement to the extent that damage to an object is attributable to a defect in the object which existed prior to the date on which the Borrower or its contractors took possession of the object or to the condition of the object prior to that date.

Is there a waiver of subrogation clause?

The Minister will not pay such compensation unless the Lender first undertakes that –

upon payment of such compensation to the Lender the Minister shall be subrogated to the rights and remedies of the Lender in respect of that loss, destruction or damage;

### III. Eligibility criteria

Who can apply for State Indemnity?

- ☐ Only national museums
- ☒ National museums and other publicly funded museums (9 in total)
- ☐ National museums, other publicly funded museums and private museums (all)

Is there an overview of the conditions that need to be met?

Brief overview in National Cultural Institutions Act, 1997

Is a security check required?

No, left to borrowing institutions

a. If yes, who is responsible for the security check?

b. How will it be checked?

a. Is there a financial limit?

b. What is the financial limit?

What is the term for application?

Minimum of 6 weeks in advance

### IV. The way the system works

Is there special appropriation in the state budget?

No

Is the indemnity granted to the lender or the borrower?

Lender

Is a formal declaration of acceptance from the part of the lender required?

No

a. If the state indemnity is not accepted, is there an alternative solution?

Yes, commercial cover

b. Can the refusal be debated?



Not sure, indemnity has never been refused to NGI

a. Is there a limitation of the liability?

Yes

What is the limitation of the liability?

€190,000,000 at any one time for all institutions

Is there an administrative fee?

No

Is afterwards a final report required for the granter of the indemnity?

No

#### V. Compensation mechanism

a. Who makes the assessment of the damage?

Mutually. If the Lender of an object and the Minister fail to agree on a matter concerning the operation of the Indemnity or a question arises concerning the application of the provisions of this Indemnity, including valuations under clause 1, the matter or the question shall be determined for the purposes of this INDEMNITY, by a sole arbitrator nominated by mutual agreement between the Lender and the Minister or in default of such agreement by the President for the time being of the Law Society of Ireland.

b. Can the assessment be debated?

Is there a timeframe for the payment of the compensation?

No

#### VI. Additional information

National Website including information concerning State Indemnity.

<http://www.irishstatutebook.ie/1997/en/act/pub/0011/index.html>

<http://www.ahg.gov.ie/en/Culture/>

Is there a translation of the legislation?

N/A

Contact Person

Ms Angela Byrne

Cultural Institutions Unit

Department of Arts, Heritage and the Gaeltacht

Angela.Byrne@ahg.gov.ie

## Italy

### I. Regulation

a. Is a State Indemnity Scheme available?

Yes, D.M. 9 febbraio 2005

b. Where can you find the regulation?

[www.valorizzazione.beniculturali.it/normativa-e-bandi.html#leggi](http://www.valorizzazione.beniculturali.it/normativa-e-bandi.html#leggi) (Italian/English in progress)

What are the institutions that are involved?

Ministero per i Beni e le Attività Culturali

Direzione Generale per la Valorizzazione del Patrimonio culturale Servizio I

Commercial insurers

An overview of the procedure for requests:

[www.valorizzazione.beniculturali.it/normativa-e-bandi.html#leggi](http://www.valorizzazione.beniculturali.it/normativa-e-bandi.html#leggi) (Italian /English in progress)

What other schemes for collection mobility are available?

☒ **commercial insurance**

☐ **shared liability**

☐ **other:**

### II. Coverage

What loans does the scheme cover?

☒ **incoming**

☐ **outgoing**

☒ **for temporary exhibitions**

☐ **long-term**

☒ **from collections within the own country**

☒ **from private collections**

☐ **other:**

Are the works covered nail to nail or are certain periods excluded?

See D.M. 9 febbraio 2005.

[www.valorizzazione.beniculturali.it/normativa-e-bandi.html#leggi](http://www.valorizzazione.beniculturali.it/normativa-e-bandi.html#leggi) (Italian/English in progress)

What risks are excluded?

See D.M. 9 febbraio 2005.

[www.valorizzazione.beniculturali.it/normativa-e-bandi.html#leggi](http://www.valorizzazione.beniculturali.it/normativa-e-bandi.html#leggi) (Italian/English in progress)

Is there a waiver of subrogation clause?

No

### III. Eligibility criteria

Who can apply for State Indemnity?

☐ Only national museums

☐ National museums and other publicly funded museums

☒ National museums, other publicly funded museums and private museums (all)

Is there an overview of the conditions that need to be met?

Yes.

[www.valorizzazione.beniculturali.it/normativa-e-bandi.html#leggi](http://www.valorizzazione.beniculturali.it/normativa-e-bandi.html#leggi) (Italian /English in progress)

Is a security check required?

Yes.

[www.valorizzazione.beniculturali.it/normativa-e-bandi.html#leggi](http://www.valorizzazione.beniculturali.it/normativa-e-bandi.html#leggi) (Italian /English)

a. If yes, who is responsible for the security check?

The organizer

b. How will it be checked?

See D.M. 9 febbraio 2005.

[www.valorizzazione.beniculturali.it/normativa-e-bandi.html#leggi](http://www.valorizzazione.beniculturali.it/normativa-e-bandi.html#leggi) (Italian /English in progress)

a. Is there a financial limit?

No

What is the financial limit?

/

What is the term for application?

6 months before the opening of the exhibition

### IV. The way the system works

Is there special appropriation in the state budget?

Yes

Is the indemnity granted to the lender or the borrower?

Lender

Is a formal declaration of acceptance from the part of the lender required?

No

a. If the state indemnity is not accepted, is there an alternative solution?

## Commercial insurance

Can the refusal be debated?

No

a. Is there a limitation of the liability?

Art 4. D.D. State indemnity Scheme

[www.valorizzazione.beniculturali.it/normativa-e-bandi.html#leggi](http://www.valorizzazione.beniculturali.it/normativa-e-bandi.html#leggi) (Italian /English in progress)

What is the limitation of the liability?

See Art 4. D.D. State indemnity Scheme

[www.valorizzazione.beniculturali.it/normativa-e-bandi.html#leggi](http://www.valorizzazione.beniculturali.it/normativa-e-bandi.html#leggi) (Italian /English in progress)

Is there an administrative fee?

No

Is afterwards a final report required for the granter of the indemnity

Yes

## V. Compensation mechanism

a. Who makes the assessment of the damage?

A Commission *ad hoc* , see Art 4. D.D. State indemnity Scheme

[www.valorizzazione.beniculturali.it/normativa-e-bandi.html#leggi](http://www.valorizzazione.beniculturali.it/normativa-e-bandi.html#leggi) (Italian /English)

b. Can the assessment be debated?

Yes

Is there a timeframe for the payment of the compensation?

Damage must be declared within 3 days

## VI. Additional information

National Website including information concerning State Indemnity

[www.beniculturali.it](http://www.beniculturali.it)

[www.valorizzazione.beniculturali.it](http://www.valorizzazione.beniculturali.it)

Is there a translation of the legislation?

Yes

## Contact Person

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Direzione Generale per la Valorizzazione del Patrimonio Culturale - Servizio I

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## Lithuania

### I. Regulation

a. Is a State Indemnity Scheme available?

Yes

Where can you find the regulation?

Act No. 1039 / 02 09 2009

[http://www3.lrs.lt/pls/inter3/dokpaieska.showdoc\\_l?p\\_id=352211&p\\_query=&p\\_tr2=2](http://www3.lrs.lt/pls/inter3/dokpaieska.showdoc_l?p_id=352211&p_query=&p_tr2=2)

What are the institutions that are involved?

Ministry of Culture of the Republic of Lithuania

Government of the Republic of Lithuania

An overview of the procedure for requests:

The State Indemnity shall apply to foreign national museums, libraries and archives.

The State Indemnity for Foreign Movable Cultural Property Temporarily Imported into the Republic of Lithuania shall relate to a written obligation to provide for compensation to a Lithuanian cultural establishment in the event of damage to, destruction or loss of temporarily imported foreign movable cultural property for the purpose of exhibition in the Republic of Lithuania.

The State Indemnity shall apply to foreign movable cultural property temporarily imported for the purpose of exhibition whose total value shall be at least LTL 1 million. A Lithuanian cultural establishment shall submit an application to the Ministry of Culture at least 2 months ahead of the planned importation of movable cultural property.

An application shall be supported by the following:

A list of movable cultural property imported for the exhibition purpose with the specification of catalogue references and the value of each item as well as the total value of the exhibition.

A draft agreement between a Lithuanian cultural establishment and their foreign counterpart setting forth the terms and conditions regarding the transportation, display, safety and insurance of temporarily imported movable cultural property as well as damage compensation.

A detailed description of the terms and conditions governing the transportation, display, safety, and other conditions falling within the responsibility of a Lithuanian cultural establishment engaged in temporary importation of movable cultural property.

A commitment by a Lithuanian cultural establishment to pay 1% in compensation for the damage, destruction or loss of items of movable cultural property temporarily imported for the purpose of exhibition.

An application shall be considered and subsequent conclusions made by the Commission of Experts whose composition and rules of procedure shall be approved by the Minister of Culture. Members of the Commission shall be competent specialists in art, culture and other relevant fields.

The Commission shall submit its conclusions to the Minister of Culture regarding State Indemnity within 20 calendar days from the date of receiving the application. On the basis of the Commission's conclusions, the Minister of Culture shall take a decision regarding State Indemnity and notify about it a relevant Lithuanian cultural establishment within 5 working days following the date of the decision.

Where the total value of the exhibition of movable cultural property exceeds LTL 15 million, the Minister of Culture shall submit to the Government of the Republic of Lithuania a draft resolution of the Government of the Republic of Lithuania on granting State Indemnity.

A Lithuanian cultural establishment shall submit a copy of the agreement with a foreign counterpart within a month following the notification of the decision

What other schemes for collection mobility are available?

☒ **commercial insurance**

☒ **shared liability**

☐ **other:**

## II. Coverage

What loans does the scheme cover?

☒ **incoming**

☐ **outgoing**

☒ **for temporary exhibitions**

☐ **long-term**

☐ **from collections within the own country**

☐ **from private collections**

☐ **other:**

Are the works covered **nail to nail** or are certain periods excluded?

**It does not cover the works from nail to nail. Loans are covered only on Lithuanian territory.**

What risks are excluded?

Is there a **waiver of subrogation clause**?

**No**

## III. Eligibility criteria

Who can apply for State Indemnity?

☐ **Only national museums**

☒ **National museums and other publicly funded museums**

☐ **National museums, other publicly funded museums and private museums (all)**

Is there an overview of the conditions that need to be met?

**No**

Is a security check required?

**Yes**

a. If yes, who is responsible for the security check?

A commission whose composition and rules of procedure are approved by the Minister of Culture.

b. How will it be checked?

The Commission periodically inspects movable cultural property to check exposure, fire, safety systems, the technical conditions.

a. Is there a financial limit?

No

b. What is the financial limit?

There is a minimum financial limit of 1 million litas per exhibition, under which value, indemnity cannot be granted.

What is the term for application?

Two months before the importation of movable cultural property at the latest.

#### IV. The way the system works

Is there special appropriation in the state budget?

No

Is the indemnity granted to the lender or the borrower?

Borrower

Is a formal declaration of acceptance from the part of the lender required?

Yes

a. If the state indemnity is not accepted, is there an alternative solution?

b. Can the refusal be debated?

a. Is there a limitation of the liability?

Yes

b. What is the limitation of the liability?

The borrowing institution is responsible for paying 1 % of the value of the objects out of its own funds in the event of damage, destruction or loss.

Is there an administrative fee?

No

Is afterwards a final report required for the granter of the indemnity?

No

#### V. Compensation mechanism

a. Who makes the assessment of the damage?

The assessment of damage is determined by the commission of experts with with a representative of the lender

b. Can the assessment be debated?

No

Is there a timeframe for the payment of the compensation?

No

VI. Additional information

National Website including information concerning State Indemnity

No

Is there a translation of the legislation?

No

Contact Persons



## Luxembourg

### I. Regulation

1.     a. Is a State Indemnity Scheme available? **Yes**  
      b. Where can you find the regulation? **No specific legal text**
2.     What are the institutions that are involved?  
  
      **Ministry of Culture, Ministry of Finance, State Ministry**
3.     An overview of the procedure for requests: **The requesting institution prepares the insurance certificate on a model worked out with the Legal Department of the Ministry of Culture. This certificate is signed by both, the Minister of Culture and Minister of Finance.**
4.     What other schemes for collection mobility are available?

commercial insurance: **yes**

shared liability: **yes (cf. IV. 18 a+b)** it can happen that the guarantee agreed on does not cover the whole value at risk.

other: **no**

### II. Coverage

5.     What loans does the scheme cover?

Incoming: **yes**

Outgoing: **yes**

for temporary exhibitions: **yes**

long-term: **yes**

from collections within the own country: **yes**

from private collections: **yes**

other: **from collections outside the country; either in a national body (e.g. Embassy) or during transportation to a foreign body**

6.     Are the works covered nail to nail or are certain periods excluded? **Nail to nail**
7.     What risks are excluded? **/**
8.     Is there a waiver of subrogation clause? **No**

### III. Eligibility criteria

9.     Who can apply for State Indemnity?

Only national museums: **No**

National museums and other publicly funded museums: **Yes**

National museums, other publicly funded museums and private museums (all): **No**

10.    Is there an overview of the conditions that need to be met? **No**
11.    Is a security check required? **No**
12.    a. If yes, who is responsible for the security check? **/**  
      b. How will it be checked?
13.    a. Is there a financial limit? **/**  
      b. What is the financial limit? **/**

14 What is the term for application? **At least one week before the beginning of the period to be covered**

#### IV. The way the system works

15 Is there special appropriation in the state budget? **No**

16 Is the indemnity granted to the lender or the borrower? **The lender**

17 Is a formal declaration of acceptance from the part of the lender required? **Yes (this is new)**

18 a. If the state indemnity is not accepted, is there an alternative solution?

**Commercial insurance**

b. Can the refusal be debated? **Yes**

19 a. Is there a limitation of the liability? **Yes**

b. What is the limitation of the liability? **The value the parties agreed on**

20 Is there an administrative fee? **No**

21 Is afterwards a final report required for the granter of the indemnity? **No**

#### V. Compensation mechanism

22 a. Who makes the assessment of the damage? : **The director of the institution or an outside expert.**

b. Can the assessment be debated? **Yes**

23 Is there a timeframe for the payment of the compensation? **No**

#### VI. Additional information

24 National Website including information concerning State Indemnity: **No**

25 Is there a translation of the legislation? : **No**

#### Contact Person:

**Ministère de la Culture/ Service juridique / Madame Anne Elisabeth Hoffmann (+352 24 86637 ; anne.hoffmann@mc.etat.lu)**

## The Netherlands

### I. Regulation

a. Is a State Indemnity Scheme available?

Yes

Where can you find the regulation?

[http://www.cultureelerfgoed.nl/sites/default/files/u4/A\\_Dutch%20Indemnity%20Scheme%202005.pdf](http://www.cultureelerfgoed.nl/sites/default/files/u4/A_Dutch%20Indemnity%20Scheme%202005.pdf) p. 7-10 (English)

[http://www.cultureelerfgoed.nl/sites/default/files/u4/B\\_Dutch%20Indemnity%20Scheme%202008.pdf](http://www.cultureelerfgoed.nl/sites/default/files/u4/B_Dutch%20Indemnity%20Scheme%202008.pdf) (English)

[http://www.cultureelerfgoed.nl/sites/default/files/u4/A\\_Indemniteitsregeling%202005.pdf](http://www.cultureelerfgoed.nl/sites/default/files/u4/A_Indemniteitsregeling%202005.pdf) p.7-10 (Dutch)

[http://www.cultureelerfgoed.nl/sites/default/files/u4/B\\_Indemniteitsregeling%202008%20.pdf](http://www.cultureelerfgoed.nl/sites/default/files/u4/B_Indemniteitsregeling%202008%20.pdf) (Dutch)

What are the institutions that are involved?

Netherlands Cultural Heritage Agency

Commercial insurers

An overview of the procedure for requests:

[http://www.cultureelerfgoed.nl/sites/default/files/u4/A\\_Dutch%20Indemnity%20Scheme%202005.pdf](http://www.cultureelerfgoed.nl/sites/default/files/u4/A_Dutch%20Indemnity%20Scheme%202005.pdf) (English)

[http://www.cultureelerfgoed.nl/sites/default/files/u4/A\\_Indemniteitsregeling%202005.pdf](http://www.cultureelerfgoed.nl/sites/default/files/u4/A_Indemniteitsregeling%202005.pdf) (Dutch)

<http://www.cultureelerfgoed.nl/sites/default/files/u4/Indemniteit.pdf> (Dutch)

What other schemes for collection mobility are available?

☒ **commercial insurance**

☒ **shared liability**

☐ **other:**

### II. Coverage

What loans does the scheme cover?

☒ **incoming**

☐ **outgoing**

☒ **for temporary exhibitions**

☒ **long-term**

☐ **from collections within the own country**

☒ **from private collections**

☐ **other:**

Are the works covered nail to nail or are certain periods excluded?

The conditions applying to the commercial insurance policy will equally apply to the Indemnity Certificate

What risks are excluded?

The conditions applying to the commercial insurance policy will equally apply to the Indemnity Certificate

<http://www.cultureelerfgoed.nl/sites/default/files/u4/Indemniteit.pdf>

Is there a waiver of subrogation clause?

The conditions applying to the commercial insurance policy will equally apply to the Indemnity Certificate

### III. Eligibility criteria

Who can apply for State Indemnity?

- ☐ Only national museums
- ☐ National museums and other publicly funded museums
- ☒ National museums, other publicly funded museums and private museums (all)

Is there an overview of the conditions that need to be met?

Yes

<http://www.cultureelerfgoed.nl/indemniteit/aanvragen> (Dutch)

**Is a security check required?**

Yes

[http://www.cultureelerfgoed.nl/sites/default/files/u4/A\\_Dutch%20Indemnity%20Scheme%202005.pdf](http://www.cultureelerfgoed.nl/sites/default/files/u4/A_Dutch%20Indemnity%20Scheme%202005.pdf) p. 11 (English)

[http://www.cultureelerfgoed.nl/sites/default/files/u4/A\\_Indemniteitsregeling%202005.pdf](http://www.cultureelerfgoed.nl/sites/default/files/u4/A_Indemniteitsregeling%202005.pdf) p.11 (Dutch)

a. If yes, who is responsible for the security check?

The provider of the indemnity scheme

b. How will it be checked? <http://www.cultureelerfgoed.nl/sites/default/files/u4/Indemniteit.pdf> (Dutch)

a. Is there a financial limit?

Yes

b. What is the financial limit?

€300.000.000 at any one time

[http://www.cultureelerfgoed.nl/sites/default/files/u4/B\\_Dutch%20Indemnity%20Scheme%202008.pdf](http://www.cultureelerfgoed.nl/sites/default/files/u4/B_Dutch%20Indemnity%20Scheme%202008.pdf) art. 2 (English)

[http://www.cultureelerfgoed.nl/sites/default/files/u4/B\\_Indemniteitsregeling%202008%20.pdf](http://www.cultureelerfgoed.nl/sites/default/files/u4/B_Indemniteitsregeling%202008%20.pdf) art. 2 (Dutch)

<http://www.cultureelerfgoed.nl/indemniteit/aanvragen> (Dutch)

What is the term for application?

13 weeks before the opening of the exhibition

[http://www.cultureelerfgoed.nl/sites/default/files/u4/A\\_Dutch%20Indemnity%20Scheme%202005.pdf](http://www.cultureelerfgoed.nl/sites/default/files/u4/A_Dutch%20Indemnity%20Scheme%202005.pdf) p. 3 (English)

<http://www.cultureelerfgoed.nl/indemniteit/aanvragen> (Dutch)

#### IV. The way the system works

Is there special appropriation in the state budget?

No

Is the indemnity granted to the lender or the borrower?

Borrower

Is a formal declaration of acceptance from the part of the lender required?

No

a. If the state indemnity is not accepted, is there an alternative solution?

No

b. Can the refusal be debated?

Yes, open to objection and appeal on the grounds of the Dutch General Public Administration Act (Algemene wet bestuursrecht)

<http://www.cultureelerfgoed.nl/indemniteit/algemene-informatie> (Dutch)

[http://www.cultureelerfgoed.nl/sites/default/files/u4/A\\_Indemniteitsregeling%202005.pdf](http://www.cultureelerfgoed.nl/sites/default/files/u4/A_Indemniteitsregeling%202005.pdf) p.4 (Dutch)

[http://www.cultureelerfgoed.nl/sites/default/files/u4/A\\_Dutch%20Indemnity%20Scheme%202005.pdf](http://www.cultureelerfgoed.nl/sites/default/files/u4/A_Dutch%20Indemnity%20Scheme%202005.pdf) p. 4 (English)

a. Is there a limitation of the liability?

Yes

What is the limitation of the liability?

First there is an own risk for the museum, then a 30% risk for the state and after that it follows the insurance policy for 70%.

[http://www.cultureelerfgoed.nl/sites/default/files/u4/B\\_Dutch%20Indemnity%20Scheme%202008.pdf](http://www.cultureelerfgoed.nl/sites/default/files/u4/B_Dutch%20Indemnity%20Scheme%202008.pdf) (English)

<http://www.cultureelerfgoed.nl/indemniteit/algemene-informatie> (Dutch)

[http://www.cultureelerfgoed.nl/sites/default/files/u4/B\\_Indemniteitsregeling%202008%20.pdf](http://www.cultureelerfgoed.nl/sites/default/files/u4/B_Indemniteitsregeling%202008%20.pdf) (Dutch)

Is there an administrative fee?

No

Is afterwards a final report required for the granter of the indemnity?

No

#### V. Compensation mechanism

a. Who makes the assessment of the damage?

Insurer

b. Can the assessment be debated?

Yes

[http://www.cultureelerfgoed.nl/sites/default/files/u4/A\\_Dutch%20Indemnity%20Scheme%202005.pdf](http://www.cultureelerfgoed.nl/sites/default/files/u4/A_Dutch%20Indemnity%20Scheme%202005.pdf) p. 4-5 (English)

[http://www.cultureelerfgoed.nl/sites/default/files/u4/A\\_Indemniteitsregeling%202005.pdf](http://www.cultureelerfgoed.nl/sites/default/files/u4/A_Indemniteitsregeling%202005.pdf) p.4-5 (Dutch)

Is there a timeframe for the payment of the compensation?

Yes, 28 days?

#### VI. Additional information

National Website including information concerning State Indemnity

[www.cultureelerfgoed.nl](http://www.cultureelerfgoed.nl)

<http://www.cultureelerfgoed.nl/indemniteit/algemene-informatie>

Is there a translation of the legislation?

Yes

[http://www.cultureelerfgoed.nl/sites/default/files/u4/A\\_Dutch%20Indemnity%20Scheme%202005.pdf](http://www.cultureelerfgoed.nl/sites/default/files/u4/A_Dutch%20Indemnity%20Scheme%202005.pdf) p. 7-10 (English)

[http://www.cultureelerfgoed.nl/sites/default/files/u4/B\\_Dutch%20Indemnity%20Scheme%202008.pdf](http://www.cultureelerfgoed.nl/sites/default/files/u4/B_Dutch%20Indemnity%20Scheme%202008.pdf) (English)

#### Contact Person

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## Poland

### I. Regulation

a. Is a State Indemnity Scheme available?

Yes

Where can you find the regulation?

[http://www.nimoz.pl/upload/ochrona\\_podstawy\\_prawne/IV-A\\_akty\\_prawne\\_7.pdf](http://www.nimoz.pl/upload/ochrona_podstawy_prawne/IV-A_akty_prawne_7.pdf) (PL)

<http://www.nimoz.pl/en/museums/good-practices/act-of-8-may-1997-on-warranties-and-guaranties-granted-by-the-state-treasury-and-certain-legal-persons> (EN)

What are the institutions that are involved?

Ministry of Culture and National Heritage

An overview of the procedure for requests:

[http://www.nimoz.pl/upload/ochrona\\_podstawy\\_prawne/IV-A\\_akty\\_prawne\\_8.pdf](http://www.nimoz.pl/upload/ochrona_podstawy_prawne/IV-A_akty_prawne_8.pdf) (Polish)

<http://www.nimoz.pl/en/museums/good-practices/ordinance-of-the-council-of-ministers-of-19-may-2009-on-granting-by-the-state-treasury-of-a-warranty-and-guarantee-and-the-commission-fee-on-a-warranty-and-guarantee> (EN)

What other schemes for collection mobility are available?

☒ **commercial insurance**

☒ **shared liability**

☐ **other:**

### II. Coverage

What loans does the scheme cover?

☒ **incoming**

☐ **outgoing**

☒ **for temporary exhibitions**

☒ **long-term** (in practice there was no such case yet)

☐ **from collections within the own country**

☐ **from private collections**

☐ **other:**

Are the works covered nail to nail or are certain periods excluded?

Certain periods excluded. The scheme does not define the scope of indemnity. In practice, intervals of transport, crating and installation are excluded from the coverage.

What risks are excluded?

Risks other than destruction, damage and theft

Is there a waiver of subrogation clause?

A waiver of the subrogation clause is not possible

### III. Eligibility criteria

Who can apply for State Indemnity?

- ☐ Only national museums
- ☐ National museums and other publicly funded museums
- ☒ National museums, other publicly funded museums and private museums (all)

Is there an overview of the conditions that need to be met?

The conditions that need to be met are included into two regulations:

Act of 8 May 1997 on warranties and guaranties granted by the State Treasury and certain **legal persons (Dz.U. [Official Journal] 1997 No.79 pos. 484 as later amended (Dz.U. [Official Journal] 1997 No.79 pos. 484 as later amended**

(PL - ustawa z dnia 8 maja 1997 r. o poręczeniach i gwarancjach udzielanych przez Skarb Państwa oraz niektóre osoby prawne),

**Ordinance of the Council of Ministers dated 19 May 2009 on granting of warranties and guarantees by the State Treasury and commission charge on a warranty and a guarantee (Dz. U. 2009 No. 77 pos.650)**

(PL - rozporządzenie Rady Ministrów z dnia 19 maja 2009 r. w sprawie udzielenia przez Skarb Państwa poręczenia i gwarancji oraz opłaty prowizyjnej od poręczenia i gwarancji).

Is a security check required?

Yes

a. If yes, who is responsible for the security check?

National Institute of Museology and Collections Protection

[www.nimoz.pl/en](http://www.nimoz.pl/en)

e-mail: [biuro@nimoz.pl](mailto:biuro@nimoz.pl)

b. How will it be checked?

When applying for state indemnity, museums in Poland are obliged to submit to National Institute of Museology and Collections Protection:

the description of the safety and security conditions during transportation and exhibition of cultural goods,

draft of the contract,

the list of cultural goods comprising their measurement, a technique of manufacture and valuation of each of them,

recommendations concerning conservation requirements for transportation, storage and exhibition of cultural goods.

Afterwards the representative of National Institute of Museology and Collections Protection verifies all submitted documents and evaluates the safety and security conditions on site. The evaluation document (which is enclosed to the state indemnity application) usually comprises the recommendations concerning safety and security conditions.



a. Is there a financial limit?

Yes

b. What is the financial limit?

Minimum limit €500 000

What is the term for application?

The application should be submitted to Ministry of Culture and National Heritage at least 6 months before the expected date of granting of the state indemnity.

#### IV. The way the system works

Is there special appropriation in the state budget?

Yes. The appropriation is estimated each year in the State Budget Decree according to estimations from museums.

Is the indemnity granted to the lender or the borrower?

To the lender

Is a formal declaration of acceptance from the part of the lender required?

Yes

a. If the state indemnity is not accepted, is there an alternative solution?

Commercial insurance

b. Can the refusal be debated?

So far, the Council of Minister has not issued a decision refusing a granting of a state indemnity. That is because a refusal to grant a state indemnity is a result of a lack of application by the Minister of Culture and National Heritage to the Council of Ministers, concerning the application for a state indemnity, as a result of a negative opinion given by that minister.

a. Is there a limitation of the liability?

It is a matter of lending/borrowing contract.

What is the limitation of the liability?

It is a matter of lending/borrowing contract.

Is there an administrative fee?

Free of charge

Is afterwards a final report required for the granter of the indemnity?

Included into the general - annual report of museum organising the exhibition.

#### V. Compensation mechanism

a. Who makes the assessment of the damage?

It is stated in the lending contract.

b. Can the assessment be debated?

The owner of destroyed, damaged or stolen exhibition showpieces applies to the Minister of Finance for payment of indemnity. The Minister of Finance meets his obligation under the state indemnity. The details of the procedure have not been precisely rendered as, so far, there hasn't occurred a case of application thereof.

Is there a timeframe for the payment of the compensation?

It is stated in the lending/borrowing contract.

#### VI. Additional information

National Website including information concerning State Indemnity

<http://www.nimoz.pl/pl/bazy-danych/baza-dobrych-praktyk/guarantee-of-payment-of-compensation-for-destroyed-damaged-or-stolen-exhibits> (EN)

<http://www.nimoz.pl/pl/bazy-danych/baza-dobrych-praktyk/poreczenie-wyplaty-odszkodowania-za-zniszczone-uszkodzone-lub-skradzione-eksponaty-wystawowe> (PL)

Is there a translation of the legislation?

Yes

<http://www.nimoz.pl/en/museums/good-practices/act-of-8-may-1997-on-warranties-and-guaranties-granted-by-the-state-treasury-and-certain-legal-persons>

<http://www.nimoz.pl/en/museums/good-practices/ordinance-of-the-council-of-ministers-of-19-may-2009-on-granting-by-the-state-treasury-of-a-warranty-and-guarantee-and-the-commission-fee-on-a-warranty-and-guarantee>

Contact Person

Department of Cultural Heritage of the Ministry of Culture and National Heritage

Monika Chwedoruk

e-mail: [mchwedoruk@mkidn.gov.pl](mailto:mchwedoruk@mkidn.gov.pl)

## Romania

### I. Regulation

a. Is a State Indemnity Scheme available?

Yes

Where can you find the regulation?

Online, at <http://www.cultura.ro/page/190>

What are the institutions that are involved?

Ministry of Culture and National Heritage (procedures, issuance)

Ministry of Public Finances (previous approval)

An overview of the procedure for requests:

The procedure is clearly described in the relevant normative act (DECISION No. 1221 of 29th of November 2000 of the approval of the Methodological norms on granting of the Governmental Guarantee Certificate), available online, both in Romanian and English at:

<http://www.cultura.ro/page/190>

What other schemes for collection mobility are available?

☒ **commercial insurance**

☐ **shared liability**

☐ **other:**

### II. Coverage

What loans does the scheme cover?

☒ **incoming**

☐ **outgoing**

☒ **for temporary exhibitions**

☒ **long-term**

☐ **from collections within the own country**

☒ **from private collections**

☐ **other:**

Are the works covered nail to nail or are certain periods excluded?

The Romanian Governmental Guarantee only covers the cultural goods for the period they are on the national territory.

What risks are excluded?

All risks are potentially covered

Is there a waiver of subrogation clause?

No

### III. Eligibility criteria

Who can apply for State Indemnity?

- ☐ Only national museums
- ☐ National museums and other publicly funded museums
- ☒ National museums, other publicly funded museums and private museums (all)

Is there an overview of the conditions that need to be met?

The conditions are stipulated by the relevant normative act (DECISION No. 1221 of 29th of November 2000 of the approval of the Methodological norms on granting of the Governmental Guarantee Certificate), available online, both in Romanian and English at:

<http://www.cultura.ro/page/190>

Is a security check required?

No. The procedure provisions that the Romanian organizer of the cultural event must declare (statutory declaration) that all necessary measures of security are ensured.

a. If yes, who is responsible for the security check?

Internal decision of the exhibition organizer

b. How will it be checked?

Internal decision of the exhibition organizer

a. Is there a financial limit?

No

b. What is the financial limit?

No

What is the term for application?

The request must be submitted to the Ministry of Culture and National Heritage with at least 60 days before the provisioned date of entrance of the cultural goods on the national territory

### IV. The way the system works

Is there special appropriation in the state budget?

No

Is the indemnity granted to the lender or the borrower?

To the legal owner of the cultural good

Is a formal declaration of acceptance from the part of the lender required?

Not after the certificate is issued

a. If the state indemnity is not accepted, is there an alternative solution?

Commercial insurance

b. Can the refusal be debated?

No

a. Is there a limitation of the liability?

No

What is the limitation of the liability?

It is not the case

Is there an administrative fee?

No

Is afterwards a final report required for the granter of the indemnity?

No

#### V. Compensation mechanism

a. Who makes the assessment of the damage?

Expert designated by the Ministry of Culture and National Heritage

b. Can the assessment be debated?

Yes

Is there a timeframe for the payment of the compensation?

The timeframe for the payment of compensation is not set.

#### VI. Additional information

National Website including information concerning State Indemnity

[www.cultura.ro](http://www.cultura.ro)

(<http://www.cultura.ro/page/190>)

Is there a translation of the legislation?

Yes

#### Contact Person:

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Directorate for Cultural Heritage

Ministry of Culture and National Heritage

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[raluca.capota@cultura.ro](mailto:raluca.capota@cultura.ro)

## Slovak Republic

### Regulation

a. Is a State Indemnity Scheme available?

**Yes**

Where can you find the regulation?

Provision of Grant from the state budget to cover damage caused during the temporary importation of an object of cultural significance to the territory of the Slovak Republic is regulated in the **Act** of the National Council of the Slovak Republic **No. 207/2009** on conditions for the export and importation of objects of cultural significance and the amendment of Act No. 652/2004 Coll. on state customs authorities and the amendment of certain acts, as amended (Act No. 207/2009 Coll.)

### **§ 6 Grant from the state budget to cover damage caused during the temporary importation of an object of cultural significance to the territory of the Slovak Republic**

<http://www.culture.gov.sk/uploads/22/72/22729eb907a9694a42e9700fe7d3cf76/act-207-2009.pdf>  
(English)

What are the institutions that are involved?

The Ministry of Culture of the Slovak Republic

Act No. 207/2009 Coll, § 6, subsection 1

(1) The Ministry may provide a grant from the state budget at the request of a museum or gallery directed by a central state administration body, a higher-tier territorial unit or a municipality, a library directed by a central state administration body, a higher-tier territorial unit or a municipality, or an archive directed a state body or a legal entity directed and established by a state body, by a municipality or by a higher-tier territorial unit which is a legal entity (the Applicant for the Grant).

Act No. 207/2009 Coll, § 6, subsection 2

(2) A museum, gallery or library under the direction of the Ministry shall receive funding to finance compensation for damage incurred during the temporary importation of an object of cultural significance to the territory of the Slovak Republic from budgetary measures.

An overview of the procedure for requests:

Act No. 207/2009 Coll. § 6

<http://www.culture.gov.sk/uploads/22/72/22729eb907a9694a42e9700fe7d3cf76/act-207-2009.pdf>  
(English)

Decree of the Ministry of Culture of the Slovak Republic No MK-3424/2009-10/10 501 of 14 October 2009 on the details of the grant from the state budget to cover damage caused to the lender during the temporary importation of an object cultural significance to the territory of the Slovak Republic for the purposes of exhibition in the territory of the Slovak Republic

<http://www.culture.gov.sk/uploads/D2/Yu/D2Yue2ITHE9kUOD0sUL4xw/vynos-mk-3424-2009-10-10501.rtf> (Slovak)

What other schemes for collection mobility are available?

☒ **commercial insurance**

☐ **shared liability**

**X**      **other:** Act No. 207/2009 Coll. § 6, subsection 8

(8) As soon as the state border is crossed, the **applicant** for the grant and the **legal entities** listed in subsection 2 must sign an entry certificate with the **carrier** registering the entry of the object of cultural significance into the territory of the Slovak Republic or an exit certificate registering the departure of the object of cultural significance from the territory of the Slovak Republic. For the purposes of this act, the carrier is the person who provides for the transport of the object of cultural significance to the territory of the Slovak Republic for the purposes of its exhibition in the territory of the Slovak Republic.

## II. Coverage

What loans does the scheme cover?

- X**      **incoming**
- O**      **outgoing**
- X**      **for temporary exhibitions regardless of ownership**
- O**      **long-term**
- O**      **from collections within the own country**
- O**      **from private collections**
- O**      **other:**

6.      Are the works covered nail to nail or are certain periods excluded?

Act No. 207/2009 Coll, § 6, subsection 5

(5) A grant can be provided and used only to cover damage occurring in the territory of the Slovak Republic from the object's entry into the territory to its departure from the territory, in particular damage, devaluation or theft of the object of cultural significance during its transport, storage, installation and exhibition.

7.      What risks are excluded?

Act No. 207/2009 Coll, § 6, subsection 6

(6) No grant may be provided or used to cover damage if

- a) the damage was caused by the applicant for the grant and the damage, devaluation or theft of the object of cultural significance took place as a result of a breach of the law, faulty handling or negligence,
- b) the damage was caused by the negligence of the borrower or a carrier, or
- c) the damage was caused by an act of god, an act of terrorism, war, a state of war, exceptional circumstances or a state of emergency.

8.      Is there a waiver of subrogation clause?

No

## III. Eligibility criteria

Who can apply for State Indemnity?

- O**      **Only national museums**
- O**      **National museums and other publicly funded museums**

**X National museums, other publicly funded museums and private museums (all)**

Act No. 207/2009 Coll. § 6, subsection 1

(1) The Ministry may provide a grant from the state budget at the request of a museum or gallery directed by a central state administration body, a higher-tier territorial unit or a municipality, a library directed by a central state administration body, a higher-tier territorial unit or a municipality, or an archive directed a state body or a legal entity directed and established by a state body, by a municipality or by a higher-tier territorial unit which is a legal entity (the Applicant for the Grant).

Act No. 207/2009 Coll, § 6, subsection 2

(2) A museum, gallery or library under the direction of the Ministry shall receive funding to finance compensation for damage incurred during the temporary importation of an object of cultural significance to the territory of the Slovak Republic from budgetary measures.

Is there an overview of the conditions that need to be met?

Yes, Act No. 207/2009 Coll. § 6

<http://www.culture.gov.sk/uploads/22/72/22729eb907a9694a42e9700fe7d3cf76/act-207-2009.pdf>  
(English)

Decree of the Ministry of Culture of the Slovak Republic No MK-3424/2009-10/10 501 of 14 October 2009 on the details of the grant from the state budget to cover damage caused to the lender during the temporary importation of an object cultural significance to the territory of the Slovak Republic for the purposes of exhibition in the territory of the Slovak Republic

<http://www.culture.gov.sk/uploads/D2/Yu/D2Yue2ITHE9kUOD0sUL4xw/vynos-mk-3424-2009-10-10501.rtf> (Slovak)

11. Is a security check required?

Yes

12. a. If yes, who is responsible for the security check?

The provider of the indemnity scheme

b. How will it be checked?

Act No. 207/2009 Coll. § 8, subsection 1, 3

§ 8 Control carried out by the Ministry

(1) The Ministry shall carry out control of compliance with relevant regulations 2) and this act using its own authorised employees or external contractors. The authorised employees and external contractors shall carry out control activities in accordance with the basic rules for control activities laid down in relevant regulations - § 8 to 13 of Act No. 10/1996 Coll. on control in state administration as amended.

(3) The owner, the applicant for a licence under a relevant regulation the applicant for a grant, the vendor or the legal entity specified in section 6 (2) must provide the ministry with all information, materials and cooperation necessary for the performance of control under subsection 1 and at the times set by the ministry.

a. Is there a financial limit?

Yes

b. What is the financial limit?

Act No. 207/2009 Coll. § 6 subsection 3



(3) The **minimum value** of the object of cultural significance for the provision of a grant is **€40.000** per applicant. The **maximum value** of the object of cultural significance for the provision of a grant is **€10.000.000** per applicant.

What is the term for application?

Act No. 207/2009 Coll. § 6 subsection 4

(4) The application for the provision of a grant shall be submitted to the Ministry by 31 July of the year preceding the year in which the exhibition of the object of cultural significance will take place.

#### IV. The way the system works

Is there special appropriation in the state budget?

No

Is the indemnity granted to the lender or the borrower?

To the lender

Is a formal declaration of acceptance from the part of the lender required?

No

Act No. 207/2009 Coll. § 6 subsection 7

(7) If the Ministry approves a request for a grant, it shall issue one copy of a ruling on the provision of a grant.

a. If the state indemnity is not accepted, is there an alternative solution?

No

b. Can the refusal be debated?

No

a. Is there a limitation of the liability?

Yes

What is the limitation of the liability?

Act No. 207/2009 Coll. § 6 subsection 3, 5

(3) The minimum value of the object of cultural significance for the provision of a grant is EUR 40 000 per applicant. The maximum value of the object of cultural significance for the provision of a grant is EUR 10 000 000 per applicant.

(5) A grant can be provided and used only to cover damage occurring in the territory of the Slovak Republic from the object's entry into the territory to its departure from the territory, in particular damage, devaluation or theft of the object of cultural significance during its transport, storage, installation and exhibition

Is there an administrative fee?

No

Is afterwards a final report required for the granter of the indemnity?

No

#### V. Compensation mechanism

a. Who makes the assessment of the damage?

Decree of the Ministry of Culture of the Slovak Republic No MK-3424/2009-10/10 501, § 2 point f),

A professional expertise with the value of the damage made in cooperation with the lender,

A professional expertise is required which has to be prepared by a professional (a curator for example) who does not have to be a juridical expert.

b. Can the assessment be debated?

No

Is there a timeframe for the payment of the compensation?

No

#### VI. Additional information

National Website including information concerning State Indemnity

Act No. 207/2009 Coll. § 6

<http://www.culture.gov.sk/uploads/22/72/22729eb907a9694a42e9700fe7d3cf76/act-207-2009.pdf>  
(English)

<http://www.culture.gov.sk/uploads/54/60/54608949b232b72462770e136ee3f9ea/zakon-207.rtf>  
(Slovak)

Decree of the Ministry of Culture of the Slovak Republic No MK-3424/2009-10/10 501 of 14 October 2009 on the details of the grant from the state budget to cover damage caused to the lender during the temporary importation of an object cultural significance to the territory of the Slovak Republic for the purposes of exhibition in the territory of the Slovak Republic

<http://www.culture.gov.sk/uploads/D2/Yu/D2Yue2ITHE9kUOD0sUL4xw/vynos-mk-3424-2009-10-10501.rtf> (Slovak)

25. Is there a translation of the legislation?

Yes

Act No. 207/2009 Coll. § 6

<http://www.culture.gov.sk/uploads/22/72/22729eb907a9694a42e9700fe7d3cf76/act-207-2009.pdf>  
(English)

26. Contact Person

Branislav Reznik

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## Spain

### I. Regulation

a. Is a State Indemnity Scheme available?

Yes

Where can you find the regulation?

<http://www.mcu.es/patrimonio/CE/GarantiaEstado/Definicion.html> (Spanish)

[http://www.mcu.es/patrimonio/docs/realdecreto1680\\_1991\\_FR.pdf](http://www.mcu.es/patrimonio/docs/realdecreto1680_1991_FR.pdf) (French)

[http://www.mcu.es/patrimonio/docs/realdecreto1680\\_1991\\_ING.pdf](http://www.mcu.es/patrimonio/docs/realdecreto1680_1991_ING.pdf) (English)

[http://www.mcu.es/patrimonio/docs/realdecreto1680\\_1991\\_IT.pdf](http://www.mcu.es/patrimonio/docs/realdecreto1680_1991_IT.pdf) (Italian)

What are the institutions that are involved?

The Ministry of Culture and the Ministry of Finance

An overview of the procedure for requests:

<http://www.mcu.es/patrimonio/CE/GarantiaEstado/Definicion.html> (Spanish)

[http://www.mcu.es/patrimonio/docs/realdecreto1680\\_1991\\_FR.pdf](http://www.mcu.es/patrimonio/docs/realdecreto1680_1991_FR.pdf) (French)

[http://www.mcu.es/patrimonio/docs/realdecreto1680\\_1991\\_ING.pdf](http://www.mcu.es/patrimonio/docs/realdecreto1680_1991_ING.pdf) (English)

[http://www.mcu.es/patrimonio/docs/realdecreto1680\\_1991\\_IT.pdf](http://www.mcu.es/patrimonio/docs/realdecreto1680_1991_IT.pdf) (Italian)

What other schemes for collection mobility are available?

☒ **commercial insurance**

☐ **shared liability**

☐ **other:**

### II. Coverage

What loans does the scheme cover?

☒ **incoming**

☐ **outgoing**

☒ **for temporary exhibitions**

☒ **long-term**

☒ **from collections within the own country**

☐ **from private collections**

☐ **other:**

Are the works covered nail to nail or are certain periods excluded?

Yes, nail to nail

What risks are excluded?

The risks excluded are the destruction, loss abstraction or damage to the works caused by:

- a) Own defect or intrinsic quality of the goods object of the guarantee
- b) The mere lapsing of time
- c) The deliberate action or omission by the assignor of the works, by its employees or by its agents
- d) Attachment, withholding, seizure of the work or similar measure urged by third party and agreed by the competent body.
- e) Nuclear explosion.

Is there a waiver of subrogation clause?

No

### III. Eligibility criteria

Who can apply for State Indemnity?

☒ **Only national museums**

☐ **National museums and other publicly funded museums**

☐ **National museums, other publicly funded museums and private museums (all)**

☒ **Only to Museums, Libraries or Archives, titled by the State and being the sole business of the Ministry of Culture. Also the Museum Thyssen-Bornemisza Foundation and The National Heritage (royal collections).**

Is there an overview of the conditions that need to be met?

Yes

<http://www.mcu.es/patrimonio/CE/GarantiaEstado/Definicion.html> (Sanish)

[http://www.mcu.es/patrimonio/docs/realdecreto1680\\_1991\\_FR.pdf](http://www.mcu.es/patrimonio/docs/realdecreto1680_1991_FR.pdf) (French)

[http://www.mcu.es/patrimonio/docs/realdecreto1680\\_1991\\_ING.pdf](http://www.mcu.es/patrimonio/docs/realdecreto1680_1991_ING.pdf) (English)

[http://www.mcu.es/patrimonio/docs/realdecreto1680\\_1991\\_IT.pdf](http://www.mcu.es/patrimonio/docs/realdecreto1680_1991_IT.pdf) (Italian)

Is a security check required?

Yes

<http://www.mcu.es/patrimonio/CE/GarantiaEstado/Definicion.html> (Sanish)

[http://www.mcu.es/patrimonio/docs/realdecreto1680\\_1991\\_FR.pdf](http://www.mcu.es/patrimonio/docs/realdecreto1680_1991_FR.pdf) (French)

[http://www.mcu.es/patrimonio/docs/realdecreto1680\\_1991\\_ING.pdf](http://www.mcu.es/patrimonio/docs/realdecreto1680_1991_ING.pdf) (English)

[http://www.mcu.es/patrimonio/docs/realdecreto1680\\_1991\\_IT.pdf](http://www.mcu.es/patrimonio/docs/realdecreto1680_1991_IT.pdf) (Italian)

a. If yes, who is responsible for the security check?

The museum

b. How will it be checked?

The museum

a. Is there a financial limit?

Yes.

b. What is the financial limit?

€231 million for each temporary exhibition, but it can be elevated by agreement of the Government.

The total amount granted by the State Indemnity is €1.848 million, but it can be elevated by agreement of the Government up to €2.750 million.

What is the term for application?

Between 12 or 16 weeks before the opening

#### IV. The way the system works

Is there special appropriation in the state budget?

Yes

Is the indemnity granted to the lender or the borrower?

To the lender

Is a formal declaration of acceptance from the part of the lender required?

Yes

a. If the state indemnity is not accepted, is there an alternative solution?

No. The private insurance

b. Can the refusal be debated?

That's depend on the motif of the not acceptance

a. Is there a limitation of the liability?

Yes

What is the limitation of the liability?

The guarantee granted by the State for works forming one and the same exhibition shall not cover compensations for the destruction, loss abstraction or damage of these works up to a limit of:

The first 12. 020, 04€ when the total value of the works guaranteed by the State for the exhibition does not exceed 1.502.530,26€

The first 21.035,42€ when the total value of the works guaranteed by the State for the exhibition exceeds 1.502.530,26€ to 7.512.651,30€

The first 36.060,73€ when the total value of the works guaranteed by the State for the exhibition exceeds is more than 7.512.651,30€ to 15.025.302,61€

The first 60.101,21€ when the total value of the works guaranteed by the State for the exhibition exceeds 15.025.302,61€

Is there an administrative fee?

No

Is afterwards a final report required for the granter of the indemnity?

No

V. Compensation mechanism

a. Who makes the assessment of the damage?

The insurer and the museum

b. Can the assessment be debated?

Yes

<http://www.mcu.es/patrimonio/CE/GarantiaEstado/Definicion.html> (Spanish)

[http://www.mcu.es/patrimonio/docs/realdecreto1680\\_1991\\_FR.pdf](http://www.mcu.es/patrimonio/docs/realdecreto1680_1991_FR.pdf) (French)

[http://www.mcu.es/patrimonio/docs/realdecreto1680\\_1991\\_ING.pdf](http://www.mcu.es/patrimonio/docs/realdecreto1680_1991_ING.pdf) (English)

[http://www.mcu.es/patrimonio/docs/realdecreto1680\\_1991\\_IT.pdf](http://www.mcu.es/patrimonio/docs/realdecreto1680_1991_IT.pdf) (Italian)

Is there a timeframe for the payment of the compensation?

No

VI. Additional information

National Website including information concerning State Indemnity

<http://www.mcu.es/patrimonio/CE/GarantiaEstado/Definicion.html>

Is there a translation of the legislation?

Yes

[http://www.mcu.es/patrimonio/docs/realdecreto1680\\_1991\\_FR.pdf](http://www.mcu.es/patrimonio/docs/realdecreto1680_1991_FR.pdf) (French)

[http://www.mcu.es/patrimonio/docs/realdecreto1680\\_1991\\_ING.pdf](http://www.mcu.es/patrimonio/docs/realdecreto1680_1991_ING.pdf) (English)

[http://www.mcu.es/patrimonio/docs/realdecreto1680\\_1991\\_IT.pdf](http://www.mcu.es/patrimonio/docs/realdecreto1680_1991_IT.pdf) (Italian)

Contact Person

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## Sweden

### I. Regulation

a. Is a State Indemnity Scheme available?

Yes

Where can you find the regulation?

[www.kulturradet.se](http://www.kulturradet.se)

What are the institutions that are involved?

Swedish Arts Council

An overview of the procedure for requests:

What other schemes for collection mobility are available?

☐ commercial insurance

☐ shared liability

☐ other: none

### II. Coverage

What loans does the scheme cover?

☒ incoming

☐ outgoing

☒ for temporary exhibitions

☒ long-term (occasionally)

☒ from collections within the own country

☒ from private collections

☐ other:

Are the works covered nail to nail or are certain periods excluded?

Yes

What risks are excluded?

War & Natural disasters

Is there a waiver of subrogation clause?

No

### III. Eligibility criteria

Who can apply for State Indemnity?

☐ Only national museums

☒ National museums and other publicly funded museums

**O National museums, other publicly funded museums and private museums (all)**

Is there an overview of the conditions that need to be met?

Yes

Is a security check required?

Yes

a. If yes, who is responsible for the security check?

An expert from The Legal, Financial and Administrative Service Agency

b. How will it be checked?

a. Is there a financial limit?

No

b. What is the financial limit?

What is the term for application?

3 months

IV. The way the system works

Is there special appropriation in the state budget?

No

Is the indemnity granted to the lender or the borrower?

Borrower

Is a formal declaration of acceptance from the part of the lender required?

No

a. If the state indemnity is not accepted, is there an alternative solution?

No

b. Can the refusal be debated?

No

a. Is there a limitation of the liability?

Self risk/deductible

What is the limitation of the liability?

SEK 120.000

Is there an administrative fee?

Yes

Is afterwards a final report required for the granter of the indemnity?

No



#### V. Compensation mechanism

a. Who makes the assessment of the damage?

Swedish Arts Council

b. Can the assessment be debated?

Is there a timeframe for the payment of the compensation?

No

#### VI. Additional information

National Website including information concerning State Indemnity

[www.kulturradet.se](http://www.kulturradet.se)

Is there a translation of the legislation?

Yes

#### Contact Person

Mr. Erik Åström

Senior Adviser

Swedish Arts Council

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10253 Stockholm Sweden

E-mail: [erik.astrom@kulturradet.se](mailto:erik.astrom@kulturradet.se)

## United Kingdom

### I. Regulation

a. Is a State Indemnity Scheme available?

Yes

Where can you find the regulation?

Due to the transfer of the scheme to Arts Council, the regulations are undergoing a brand update, however once this is completed they will be available on the Government Indemnity pages of the Arts Council's website. The existing guidelines can be found on Collections Link, and the updated guidelines will also be put there once complete

Arts Council website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/protecting-cultural-objects/government-indemnity-scheme/>

National Guidelines: <http://www.collectionslink.org.uk/discover/cultural-property/1260-gis-guidelines-for-nationals>

Non-national Guidelines: <http://www.collectionslink.org.uk/discover/cultural-property/1261-gis-guidelines-for-non-nationals>

What are the institutions that are involved?

The Arts Council of England (ACE), the Department for Culture, Media and Sport (DCMS)

An overview of the procedure for requests:

There are two types of requests, those from "national" institutions, and those from "non-national" institutions

"National"

An application form and accompanying schedule sheet is downloaded from the ACE website listed above, completed by the applicant and emailed to the manager of the scheme at ACE. The values are checked against current market values and previous applications and, if deemed appropriate, the indemnity is put together and signed off. This is normally done within five days of receipt of an application

"Non-national"

An application form and accompanying schedule sheet is downloaded from the ACE website listed above, completed by the applicant and either posted or emailed to the manager of the scheme and/or the assistant of the scheme. Relevant parts of the application are forward to different assessors who look at the values of the items to be indemnified, the security arrangements of the venue and the environmental conditions at the venue. Once approval is received from the assessors, the indemnity is put together and signed off. This is normally done within three months of receipt of an application.

What other schemes for collection mobility are available?

- ☐ **commercial insurance**
- ☐ **shared liability**
- ☐ **other:**

For non-national institutions, it is at the borrower's discretion as to whether they make use of any of the above.

For national institutions, they may only make use of commercial insurance in the event of indemnity not being granted for an item (which is rare) or a lender refusing to accept indemnity even after extended negotiations outlining the benefits of the scheme. They must apply to the DCMS for approval to purchase commercial insurance.

## II. Coverage

What loans does the scheme cover?

- ☒ **incoming**
- ☐ **outgoing**
- ☒ **for temporary exhibitions**
- ☒ **long-term**
- ☒ **from collections within the own country**
- ☒ **from private collections**
- ☒ **other: from collections outside the own country**

Are the works covered nail to nail or are certain periods excluded?

Nail to nail

What risks are excluded?

War, hostilities, or war-like operations (excluding acts of terrorism, riot, civil commotion, piracy and hijacking)

The negligence or wrongful act of the owner, his servants or agents.

The condition (including inherent vice or a pre-existing flaw) of the object at the time of its loan.

Any restoration or conservation work undertaken to the object with the agreement of the owner.

A third party claiming to be entitled to the object.

Is there a waiver of subrogation clause?

No. Under no circumstance will subrogation be waived.

## III. Eligibility criteria

Who can apply for State Indemnity?

- ☐ **Only national museums**
- ☐ **National museums and other publicly funded museums**
- ☒ **National museums, other publicly funded museums and private museums (all)**

Is there an overview of the conditions that need to be met?

Yes, these can be found in the guidelines and the annexes to the guidelines, linked above

Is a security check required?

Only for non-national institutions.

a. If yes, who is responsible for the security check?

The National Security Adviser (NSA) to ACE

b. How will it be checked?

The NSA or one of his consultants will visit the venue to assess the security conditions, making any necessary recommendations regarding the security of the venue in order for it to meet the appropriate standard for indemnity. Once granted, a venue has approval for three years although with each application during that period the security conditions are reassessed based on documents provided by the applicant, with visits and reviews being made in the event of high value indemnity applications or significant changes to the arrangements at the venue

a. Is there a financial limit?

No

b. What is the financial limit?

n/a

What is the term for application?

National institutions – five working days before indemnity starts

Non-national institutions – three months before indemnity starts

#### IV. The way the system works

Is there special appropriation in the state budget?

No, although the contingent liability is declared

Is the indemnity granted to the lender or the borrower?

The lender (who should be the legal owner of the object)

Is a formal declaration of acceptance from the part of the lender required?

No

a. If the state indemnity is not accepted, is there an alternative solution?

For non-national institutions, they may make any alternative arrangements with the lender as seen fit between the two. For national institutions, they need to apply for permission from DCMS if they wish to purchase commercial insurance

b. Can the refusal be debated?

Yes

a. Is there a limitation of the liability?

Yes

What is the limitation of the liability?

The Secretary of State shall be entitled to take over and conduct for his own benefit any action against any person for damages in respect of the loss or damage. For this purpose, the owner shall give all such information and assistance as the Secretary of State may require and shall, if so requested by the Secretary of State, execute a formal assignment of his rights arising from such loss or damage to the Secretary of State failing which the provisions of this indemnity shall be null and void.

Is there an administrative fee?

No

Is afterwards a final report required for the granter of the indemnity?

No

#### V. Compensation mechanism

a. Who makes the assessment of the damage?

We would expect initially assessment to be carried out by the borrower on the condition report for the damaged item, with a subsequent assessment done by the appointed restorer who may or may not be an employee of the borrower.

b. Can the assessment be debated?

Yes

Is there a timeframe for the payment of the compensation?

No

#### VI. Additional information

National Website including information concerning State Indemnity

<http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/protecting-cultural-objects/government-indemnity-scheme/>

Guidelines can currently be found on the Collections Link website

National: <http://www.collectionslink.org.uk/discover/cultural-property/1260-gis-guidelines-for-nationals>

Non-national: <http://www.collectionslink.org.uk/discover/cultural-property/1261-gis-guidelines-for-non-nationals>

Is there a translation of the legislation?

No

#### Contact Person

Rhiannon Davies, Government Indemnity Scheme Manager, at ACE.

Email address [Rhiannon.davies@artscouncil.org.uk](mailto:Rhiannon.davies@artscouncil.org.uk)

## Norway

For information on state indemnity follow this link:

<http://www.regjeringen.no/en/dep/kud/Documents/acts-and-regulations/legal-guidelines/2011/rules-for-government-indemnities-against.html?id=656849>

The information can also be found via this link:

<http://www.abm-utvikling.no/museum/gammelt-rel/Kulturradet-har-ansvar-for-statlig-forsikring.html?searchterm=Statlig+forsikring>

And go to [Engelsk version av regelverket](#) at the bottom of the page for a link to the file with:

### **RULES FOR GOVERNMENT INDEMNITIES AGAINST LOSS OR DAMAGE TO FOREIGN OBJECTS LOANED TO EXHIBITIONS IN NORWAY**

Contact person:

Liv Ramskjær

or Unni Fortun

## USA

Information about state indemnity can be found via these websites:

For domestic indemnity:

<http://www.arts.gov/grants/apply/Indemnity/Domestic-Indemnity.html>

For international indemnity:

<http://www.arts.gov/grants/apply/Indemnity/indemnityInternational.html>

Contact person:

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