

## AGREEMENT ON BORROWING

concluded pursuant to the provisions of Section 2193 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended. and Section 39 of Act No. 499/2004 Coll., on archives and the filing service, and amending certain other laws, as amended

by and between

**[Name of the archive, Id. No. ]**

with its registered office at

Telephone: / e-mail:

Represented by (academic degree, name and surname, title)

*as the Lender (hereinafter [abbreviation of the public archive's name])*

and

**[Name of the Borrower, Id. No.: ]**

with its registered office at

Telephone: / e-mail:

Represented by (academic degree, name and surname, title)

*as the Borrower*

### I.

1. Through this Agreement, the Lender lends to the Borrower the archive materials set forth in Annex No. 1, which forms an integral part of this Agreement, for the purpose of the exhibition “[**Name of the Exhibition**]”, to be held at the exhibition premises at [Place, address], from the month of [ ] of the year [ ] until the month of [ ] of the year [ ].
2. The archive materials lent hereunder will be exhibited only for the period specified in Annex No. 1.
3. The term of the borrowing is agreed for the period specified in Annex No. 1.

### II.

1. The Borrower agrees to use the borrowed archive materials in the proper manner, only for the purpose and at the place set forth in this Agreement, in a manner corresponding to their nature, purpose and condition and under the conditions as set forth in par. 2 of this Article.
2. (a) Climatic conditions:  
temperature:  $20 \pm 2^{\circ}\text{C}$   
relative humidity:  $50 \pm 5\%$   
(b) light conditions:  
light source: exclusively artificial, allowing control of the light intensity  
light intensity: 50 lx  
light quality: light sources must not emit UV radiation  
(c) requirements for exhibition cases:  
dustproof and, where possible, vapour-proof  
lockable exhibition cases  
safety glass

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(d) manner of arrangement:

see Annex No. 1

Materials used for manufacture of the exhibition case and installation materials must not release any potentially harmful substances (in particular volatile organic compounds).

3. Unless agreed otherwise below, the conditions set forth in the Principles for Exhibiting Archive Materials of the Public Archives of the Czech Republic shall also apply; these Principles are available at the [Name of the archive]'s web site: <http://www...>
4. The insured value of the archive materials that are the subject of the borrowing according to this Agreement equals CZK 000, in words: XXX Czech crowns and is given item by item in Annex No. 2 to this Agreement.

### III.

1. The Borrower may not make any changes or modifications to the borrowed archive materials, or to the arrangement thereof, except for such changes or modifications to which the Lender provided his explicit prior written consent.
2. The Borrower may not leave the borrowed archive materials for use by a third party.

### IV.

1. The Borrower agrees to provide compensation for any loss and all damage incurred for any reasons whatsoever to the borrowed archive materials from the instant of acceptance thereof to the instant of returning thereof, including those that may occur subsequently to the returned things in demonstrable connection with the borrowing thereof. Damage shall also include the necessary costs of restoration, the need for which arose as a consequence of damage to the borrowed archive materials.
2. Unless agreed otherwise in writing, the Borrower is obliged to insure the borrowed archive materials at its own expense against all damage and risks, including natural disasters and climatic effects, for the insured sums - values set forth in this Agreement, from the instant of their acceptance to the instant of returning to the Lender.
3. The Borrower shall submit the concluded insurance contract, specifying the Lender as the recipient of the insurance benefit in case of occurrence of an insured event, to the Lender at least 10 days prior to the agreed commencement of the term of borrowing.
4. The archive materials may not be released for packaging and transport prior to receipt of the concluded insurance contract.
5. Failure to comply with the conditions pursuant to par. (2) and (3) of this Article shall be considered to constitute material breach of the Agreement, giving rise the right of the Lender to withdraw from the Agreement with immediate effect.
6. In case of the occurrence of damage to the borrowed archive materials, the Borrower shall inform the Lender in writing thereof without delay and shall draw up (a) Report(s) with him on the condition of the archive materials upon their return to the Lender.
7. The amount of compensation for the damage incurred (damage, loss, etc.) shall correspond at least to the total costs of restoration of the damaged archive materials and shall not exceed the insured value of the archive materials set forth in this Agreement.

### V.

1. The Borrower shall provide for professional packaging of the archive materials and their transport to the place of borrowing and back and return thereof to the Lender at his (her) own expense, unless agreed otherwise.
2. The Borrower has concluded an agreement for transportation of the archive materials with a company specialised in transportation of artwork and collection items.
3. During the transportation, the archive materials shall be placed in a transportation box with relative humidity of  $50 \pm 5\%$  and secured against moving.

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### VI.

1. The Borrower shall provide for professional and security supervision over the object of the borrowing and also technical safeguarding of the object of the borrowing at its own expense for the entire duration of the borrowing.
2. The following person is authorised to release and take back the archive materials on behalf of the Lender: [Academic degree, name and surname, name of the public archive, department , address, tel. No., e-mail address:]
3. The following person is authorised to take over and return the archive materials on behalf of the Borrower: [Academic degree, name and surname, name of the Borrower, department , address, tel. No., e-mail address:]
4. The authorised personnel of the Lender (Annex č. 3) who will be present at unpacking, inspection of the state and installation of the archive materials shall also be authorised to check from time to time the state and exhibition conditions during the entire term of their exhibition. Prior to return transportation, such personnel shall be present at de-installation, inspection of the state and packing of the archive materials.

### VII.

1. During any and all presentations of the borrowed archive materials, the Borrower shall be obliged to state that the borrowed archive materials belong to [Name of the public archive].
2. The borrowed archive materials may not be reproduced in any manner without the consent of the Lender and the Borrower must not allow the reproduction thereof by any third person.
3. If the Borrower issues any printed material of other information carriers in connection with the borrowing, the Borrower agrees to provide the Lender with two printed copies or carriers free of charge.

### VIII.

1. Violation of the conditions of borrowing pursuant to this Agreement shall be considered to constitute material breach of the Agreement and entitles the Lender to immediately withdraw from the Agreement.
2. In such a case, the Borrower shall be obliged to return the borrowed archive materials at its own expense prior to expiry of the agreed term of the borrowing.
3. In a justified case, the Lender further reserves the right to request that the archive materials be returned prior to the expiry of the term of borrowing. The Lender shall inform the Borrower accordingly in writing at least ten days prior to the requested date of return.
4. In case of a delay in returning the borrowed archive material after expiry of the term of borrowing set forth in Article I (3), the Parties have agreed on a contractual penalty in the amount of 0.05% of the insured value of the archive materials set forth in Article II (4) for each day of delay.

### IX.

1. Relationships not covered explicitly by this Agreement shall be governed by the Civil Code, as amended, and the other generally binding legal regulations of the Czech Republic. The common court of the Lender shall have jurisdiction over any disputes arising from this Agreement.
2. This Agreement has been drawn up in two counterparts, one for each Party. The following annexes form integral part of this Agreement: List of Lent and Borrowed Archive Materials (Annex No. 1); Itemised List of Insured Values of the Archive Materials (Annex No. 2); List of Authorised Personnel of the Lender (Annex No. 3); Documentation of the State of the Archive Materials (Annex No. 4) and *Permission to*

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*Exhibit Archive Materials issued by the Department for Administration of Archives and Filing Service of the Ministry of Interior of the Czech Republic (Annex No. 5)<sup>1</sup>.*

3. The Agreement shall come into force and effect upon its execution by both Parties.
4. The Parties declare that the contents of this Agreement correspond to their true will, in witness whereof they affix their signatures.

In .....

In .....

On .....

On .....

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Stamp of the Lender,  
name and signature of the Lender's  
representative,

.....  
Stamp of the Borrower  
name and signature of the Borrower's  
representative

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<sup>1</sup> See Act No. 499/2004 Coll., as amended.

**LIST OF LENT AND BORROWED ARCHIVE MATERIALS – ANNEX NO. 1 TO THE AGREEMENT ON BORROWING BETWEEN [NAME OF THE PUBLIC ARCHIVE] AND [NAME OF THE BORROWER]**

- 1. Designation of the archive material *Date of the archive material.***  
Description and dimensions of the archive material  
Name of the public archive, Fund, Inventory No.  
Period of exhibition:  
Term of the borrowing:  
Manner of installation:
- 2. Designation of the archive material *Date of the archive material.***  
Description and dimensions of the archive material  
Name of the public archive, Fund, Inventory No.  
Period of exhibition:  
Term of the borrowing:  
Manner of installation:
- 3. Designation of the archive material *Date of the archive material.***  
Description and dimensions of the archive material  
Name of the public archive, Fund, Inventory No.  
Period of exhibition:  
Term of the borrowing:  
Manner of installation:

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**ITEMISED LIST OF INSURED VALUES OF THE LENT AND BORROWED  
ARCHIVE MATERIALS – ANNEX NO. 2 TO THE AGREEMENT ON BORROWING  
BETWEEN [NAME OF THE PUBLIC ARCHIVE] AND [NAME OF THE  
BORROWER]**

<b>1. Designation of the archive material</b> <i>Date of the archive material.</i> Description and dimensions of the archive material Name of the public archive, Fund, Inventory No. Insured value:	<b>CZK 000</b>
<b>2. Designation of the archive material</b> <i>Date of the archive material.</i> Description and dimensions of the archive material Name of the public archive, Fund, Inventory No. Insured value:	<b>CZK 000</b>
<b>3. Designation of the archive material</b> <i>Date of the archive material.</i> Description and dimensions of the archive material Name of the public archive, Fund, Inventory No. Insured value:	<b>CZK 000</b>
<b>Total insured value of the lent and borrowed archive materials</b>	<b>CZK 000</b>

**LIST OF AUTHORISED PERSONNEL OF THE LENDER – ANNEX NO. 3 TO THE AGREEMENT ON BORROWING BETWEEN [NAME OF THE PUBLIC ARCHIVE] AND [NAME OF THE BORROWER]**

Name and surname, academic degree **Academic degree, name and surname**  
(Institution) **(Name of the public archive)**

Name and surname, academic degree **Academic degree, name and surname**  
(Institution) **(Name of the public archive)**

Name and surname, academic degree **Academic degree, name and surname**  
(Institution) **(Name of the public archive)**

The authorisation issued by:

In .....

on .....

.....  
Stamp, name and signature

# DOCUMENTATION OF THE STATE OF THE ARCHIVE MATERIAL - ANNEX TO THE AGREEMENT ON BORROWING

<p>DESIGNATION OF THE ARCHIVE MATERIAL</p> <p>NAME OF THE PUBLIC ARCHIVE      <b>Fund, inventory No.</b></p>
<p>DESCRIPTION:</p> <p>Dimensions</p>

<p>PHOTOGRAPHIC DOCUMENTATION OF THE STATE OF AN ARCHIVE MATERIAL BEFORE ITS BORROWING:</p>
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PHOTOGRAPHIC DOCUMENTATION OF THE STATE OF THE ARCHIVE MATERIAL BEFORE ITS BORROWING *(continued)*:

NOTES:

**Description of the physical state of the archive material:**

**Period of exhibition:**

**Climatic conditions in the exhibition:**

**Light conditions in the exhibition:**

**Requirements for exhibition cases:**

**Manner of installation:**

**Handling instructions:**

LENDER: ..... BORROWER: ..... DATE: .....

STATE OF THE ARCHIVE MATERIAL UPON ITS RETURN

NOTES CONCERNING THE STATE OF THE ARCHIVE MATERIAL UPON ITS RETURN

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LENDER: ..... BORROWER: ..... DATE: .....