

## Schedule 3

### TERMS AND CONDITIONS of OUTWARD LOANS ("Conditions")

#### 1. Definitions

1.1 For the purpose of the Agreement and these Conditions the following definitions shall have the following meaning:

**"Agent"** a transport agent and its employee(s) who are trained and experienced in the transport, handling, packing and unpacking of fragile and valuable fine arts objects;

**"Borrower's Venue"** the address of the venue or venues at which the Object(s) are to be exhibited or held pursuant to the Loan Agreement;

**"Collection Date"** the date on which the Object(s) are collected from the University

**"Conditions"** means these terms and conditions as amended by the University from time to time;

**"Confidential Information"** means all information (written and oral) not in the public domain concerning the business and affairs for either party which is obtained in connection with the Loan Agreement and includes the costs, Delivery Date and Return Date, the Loan Costs, valuation of the Exhibition or any and all Objects loaned as part of the Exhibition, personal data within the meaning of the Data Protection Act 1998 provided to the parties as data controllers by visitors, members, friends or other third parties including their names, addresses, contact details and membership lists; and any information so agreed between the Parties

**"Courier"** A courier is the representative of the University of Cambridge, who is responsible for ensuring safe handling of the work during packing, transit, unpacking, re-packing and, if necessary, during installation and de-installation, and to condition check loans for which the courier is responsible as required. The University of Cambridge may agree to nominate or approve the Borrower or third party's curatorial and/or conservation staff as the Courier.

**"Delivery Date"** the date on which the Objects are to be delivered to the Borrower's Venue;

**"University"** The Chancellor, Masters and Scholars of the University of Cambridge of The Old Schools, Trinity Lane, Cambridge CB2 1TN acting through The Fitzwilliam Museum;

**["Fitzwilliam Syndicate"** as defined under Chapter 10 Section 1 of the Ordinances 2015 of the University of Cambridge as the same may be amended from time to time];

**"GIS"** the U.K. Government Indemnity Scheme as administered by Arts Council England (**ACE**) on behalf of the Department for Culture Media and Sport (**DCMS**);

**"GIS Guidelines"** the Government Indemnity Scheme Guidelines for National and Non-National Institutions, as may be updated and reissued from time to time;

**"Intellectual Property Rights"** means patents, trade-marks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;

**"Loan Agreement"** this agreement including all schedules, as amended from time to time;

**"Loan Costs"** all direct and indirect costs incurred in respect of the loan of the Object(s) and including any applicable taxes which shall include (but are not limited to) all the costs associated with borrowing the Objects including (without limitation) the costs of packing and transport, travel Costs, processing of the loan, photography, merchandise, conservation, display preparation (including materials), preparation of condition reports, independent valuation, consultancy fees, export licence fees, insurance, emergency intervention work, and regular inspection of the Objects s (in the case of long-term loans);

**"Nail to Nail"** (a) the period from the moment when the Object leaves its location at the University and is returned back to its location at the University including periods at and between any other venues.

**"Special Conditions"** the Conditions contained in Schedule 1 of the Loan Agreement;

**"Term"** the period as specified in Schedule 1 of the Loan Agreement; and

**"Travel Costs"** all travel costs, expenses and costs relating to visas, accommodation and subsistence reasonably incurred in relation to Courier services pursuant to this Loan Agreement.

#### 2. Loan Costs

2.1 The Borrower shall be responsible for all Loan Costs.

#### 3. Loan Dates

3.1 The Borrower agrees to notify the University of any changes in the Term no later than two (2) months in advance of Loan Start Date and any such extension in Term will be agreed between the Parties in writing before the commencement of the extended/altered Term.

#### 4. Title

4.1 The University warrants that it is the owner of the Object(s) or the authorised agent for the owner with full authority to make the Loan for the Term of the Loan Agreement.

4.2 The University has no reasonable cause to believe that any object comprised in the Exhibition in which the Object(s) shall be displayed was stolen, illegally exported or illegally imported from its country of origin as defined by the UNESCO Convention on the Means of Prohibiting And Preventing the Illicit, Export and Transfer of Ownership of Cultural Property adopted on 14 November 1970.

## 5. General

5.1 The Borrower warrants that:

5.1.1 its employees, representatives and Agents are fully conversant with these Conditions and that these Conditions are seen by each Borrower or Borrower's Venue;

5.1.2 it shall be responsible for the acts, defaults, neglects and omissions of any Borrowing Venue(s) as though they were the acts, defaults, neglects and omissions of the Borrower;

5.1.3 it shall not sell, assign, let, pledge, charge or otherwise encumber the Object(s) or any interests therein;

5.1.4 it is not aware of any matter including third party claims which might prevent or impede the delivery of the Object(s) to and the return of the Object(s) from the Borrower's Venue under these Conditions; and

## 6. Damage or Theft

6.1 The Borrower shall as soon as practicable and in any event after no more than twenty four (24) hours notify the University by telephone and in writing of any loss, theft of, damage and destruction to any of the Object(s) of which it becomes aware. The Borrower must also notify the insurer or indemnifying authority and the police, as appropriate. Where GIS is issued in respect of the Object(s) during the Term, the Borrower shall notify any sponsoring department as set out in the GIS Guidelines of such loss or damage. The Borrower shall cover the necessary costs of inspection by the University, including travel costs and subsistence.

6.2 No conservation work, cleaning, framing, de-framing, re-mounting or other treatment whatsoever may be undertaken without prior written approval of the University. A conservator from the University may be sent at the Borrower's expense to assess damage or carry out remedial work.

6.3 The Borrower must notify the University of any theft or breach of security at the Borrower's Venue, which occurs while the Object(s) are on loan, even if such Object(s) are not affected.

## 7. Insurance

7.1 The Borrower shall obtain one or both of the following insurance/ indemnity arrangements for the Object(s) to cover loss of and/ or damage to the Object(s), as agreed between the parties.

7.2 If the Borrower is a UK national institution as defined as an eligible body in Section 16 National Heritage Act 1980, the Borrower, subject to obtaining the prior written agreement of the University, may obtain an indemnity in favour of the University for loss or damage of the Object(s) under the GIS as amended from time to time and in accordance with the GIS Guidelines. No restoration or conservation work will be carried out on the object(s) without the prior agreement of the University. The Borrower shall not be liable for the loss of or damage to, the Objects arising or flowing from:

7.2.1 natural deterioration or wear and tear;

7.2.2 the negligence or other wrongful act of the University, its servants or agents;

7.2.3 war, hostilities or war-like operations, but excluding acts of terrorism, riot, civil commotion, piracy and hijacking;

7.2.4 the condition (including inherent vice or a pre-existing flaw) of the Object(s) on delivery to the Borrower or its authorised representative;

7.2.5 any third party claiming entitlement to the Object(s); or

7.2.6 restoration or conservation work undertaken to the Object(s) by the Borrower, its employees or agents with the University's agreement (excluding where such work is necessary as a result of the Borrower's negligence).

If the Borrower is a non-national museum in the UK the Borrower may either obtain cover under the GIS Scheme as per Clause 7.1 or take out commercial insurance or take out a combination of both to secure adequate insurance cover.

7.3 If the Borrower takes out commercial insurance it shall insure the Object(s) during the Term against "All Risks" for their full market value(s) and to a value approved by the University on a Nail to Nail basis, and will be required to provide proof of cover in English one month prior to transport of the Object(s). *The Borrower should note the University's interest on the policy if required by its insurers or the University so requires.*

7.4 Where the Borrower is an international borrower it may obtain cover for the Object(s) under an equivalent state indemnity Scheme to the UK GIS, subject to obtaining the prior written approval from the University.

7.5 The Borrower agrees to provide the University, no less than [14] fourteen days prior to the commencement of the Term of Loan, confirmation of cover and any Certificate issued under GIS or equivalent scheme or a copy of the insurance policy, or other evidence of insurance satisfactory to the University. Transportation of the Object(s) will not proceed until such confirmation or copy of the insurance policy showing adequate coverage of the Object(s) during transit and whilst at the Borrower's Venue (or other agreed venues) is received by the University.

7.6 If the terms and conditions of insurance coverage are deemed not adequate by the University or if the Borrower has failed to make arrangements for any insurance or indemnity scheme cover the University may approach a reputable commercial insurer to provide the required level of coverage. Costs for this coverage will be borne in full by the Borrower.

- 7.7 Where a particular risk or omission in cover is identified, and excluding any UK national museum wholly or largely funded by the UK Exchequer, the Borrower shall indemnify and keep indemnified the University in respect of any loss or damage howsoever arising (and which for clarity includes but is not limited to the costs of all conservation work, restoration or repair reasonably incurred) to the Object(s) during the Term up to the relevant Value for each Object or a value agreed with the University.
- 7.8 The University reserves its right to re-value the Object(s) at any time and the Borrower shall immediately on receipt of written notice of a revaluation make appropriate changes to its indemnity or insurance arrangements.
- 8. Immunity from seizure**
- 8.1 The Borrower warrants that:
- 8.1.1 it shall ensure that the Object(s) qualify for immunity or exemption from seizure under any relevant nation state's statutes or laws providing for immunity or exemption from seizure of works of art or other objects of cultural significance and that all conditions are required to be met pursuant to any such legislation for the Object(s) to be immune from seizure;
- 8.1.2 it shall provide the University with a certificate of immunity or exemption from seizure upon request by the University, as the case may be that will guarantee the return of the Object(s) to the University in the event of a claim or possible seizure including any seizure for settlement of debts;
- 8.1.3 it does not exercise any sovereign immunity entitling it to claim immunity under any laws in the UK or of the Borrower's own state; and
- 8.1.4 the Borrower agrees that the Loan Agreement is a commercial transaction within the meaning of Section 3(1)(a) State Immunity Act 1978.
- 9. Packing and Re-packing of Object(s)**
- 9.1 The University will instruct the Agent (or any other specialist packing company if required) as to the specification of all packing and if required re-packing arrangements including all materials and crates to be used for packing the Object(s).
- 9.2 The Borrower may instruct the Agent (or two Agents if required due to an international shipment) only where the University approves the Agent at least two months in advance in writing and the Borrower warrants that the Agent conforms to the standards set out in the GIS Guidelines regarding the transport, customs formalities, handling of fragile and valuable objects and that the Agent complies with any requirements or instructions of the University in respect of the packing, transportation and delivery of the Object(s). The University, if it does not approve the Borrower's choice of Agent, may instruct directly its preferred Agent.
- 9.3 The Borrower shall be responsible for all actions of the Agent.
- 9.4 A Borrower within the UK may exceptionally use its own vehicles and employees as the Agent if prior written approval is obtained at least two months in advance from the University.
- 9.5 Where there is an international shipment of the Object(s) the Borrower must, if transported by air, ensure the Object(s) travel in a pressurised compartment and on single-use container or pallet if appropriate.
- 9.6 The Borrower must inform the University of the Date of Delivery at least four (4) weeks in advance. The Borrower must inform the University of the precise dates in advance of shipment and return of Object(s) no later than four (4) weeks in advance.
- 9.7 The Borrower shall pay for all the packaging, transport, handling and unloading of the Object(s) from the University or other location as specified by the University to the Borrower's Venue and for the same on the return from the Borrower's Venue to the University or any other reasonable location as specified by the University, except where otherwise agreed in advance in writing with the University.
- 9.8 The Borrower shall notify the University upon receiving the Object(s) at the Borrower's Venue or Subsequent Venue as soon as reasonably practicable.
- 9.9 The Borrower shall be responsible for any arrangements with any subsequent venue for the onward transportation of the Object(s) from the Borrower's Venue as may be required for the Borrower to comply fully with its obligations under this Agreement.
- 9.10 The University may specify that it oversees the packing for the return journey or onward journey to the next venue.
- 10. Acclimatisation, Unpacking and Packing**
- 10.1 If an Object(s) has been in transit for more than eight (8) hours packing cases should not be opened for a minimum of twelve (12) hours on arrival at the Exhibition area of the Venue to allow a period of acclimatisation. If Object(s) are not installed immediately after the period of acclimatisation, they must be kept in their packing cases in a secure environmentally controlled environment until they are unpacked.

- 10.1 Packing materials must be carefully preserved in a secure, waterproof and stable environment. Interior fittings must not be removed. Object(s) must be repacked as sent for the return journey unless otherwise agreed in advance with the University in writing. Any damaged packing materials must be replaced by the borrower before the return journey.
- 10.3 At the end of the Exhibition, packing cases must acclimatise in the Exhibition area, or in conditions comparable to those of the Exhibition area, for at least twenty four (24) hours before re-packing takes place.
- 11. Vehicles**
- 11.1 The Borrower shall provide the University in advance with details of all vehicles to be used in the transportation of the Loan and/or Object(s) by it or the Agent which will include the type of vehicle(s), communications systems, emergency and safeguarding procedures, and details of Courier(s) to be used. No Object(s) may travel in a private car without the University's prior written permission.
- 11.2 Any vehicles used by the Borrower or Agent must:
- a) be weather proof serviceable and secure.
  - b) ordinarily be closed vans (that is, having solid sides and roof) with a windowless freight compartment separate from the driving cab. All vehicles used should be equipped with good quality locking devices additional to the manufacturer-fitted locks, mobile phone, tracking device where possible, alarm, vehicle keys kept separate from alarm fob, fire extinguisher, tail-lift and adequate cargo rails for tying off or as otherwise as agreed in advance in writing with the Borrower or as stipulated in the Special Conditions to this Agreement. The vehicle should be crewed with two drivers.
  - c) must provide appropriate protection against vibration and shock and extremes in relative humidity and temperature. All heavy vehicles transporting Object(s) must be equipped with air-ride suspension.
  - d) Unless otherwise agreed in advance in writing with the Borrower or as stipulated in the Special Conditions to this Agreement all vehicles used shall be fitted with climate control, capable of maintaining the temperature between (sixteen to twenty five) 16° to 25° degrees Celsius, and the Borrower warrants that such climate control will be operative in respect of:
    - i. paintings on canvas and panel;
    - ii. items with a history of mould activity;
    - iii. sensitive organic materials;
    - iv. items notified to the Borrower as particularly sensitive;
    - v. on occasions where prevailing temperatures exceed/are expected to exceed (twenty six) 26° degrees Celsius or fall below (fifteen) 15° degrees Celsius; and
    - vi. where the anticipated time in transit exceeds eight (8) hours.
- 11.3 The University shall have the right to request changes to the vehicles and/or other details provided and to instruct directly any Agent or Courier responsible for the vehicle(s) or to arrange alternative vehicles. The Borrower will be responsible for all costs relating to vehicle(s) and change of vehicle(s);
- 11.4 Throughout transportation the Object(s) shall be kept secure at all times including during any stopover. The Object(s) shall be kept in secure fully operational alarmed premises or under continuous supervision. Where Object(s) remain in the vehicle, climate control equipment should continue to operate as per clause 11.2;
- 11.5 The Borrower or Agent shall not leave the Object(s) unattended, at any time even in an emergency;
- 11.6 The Borrower or his Agent must notify the University in advance of all proposed stop-offs, including pick-ups that will result in conditions being disrupted inside the vehicles (for example, back doors open and shut during the journey). In the event of further collections when the Object(s) are on the vehicle, the vehicle doors should be closed to maintain temperature and relative humidity within the cited parameters of Conditions 11.2, except for the actual period of loading.
- 12. International Transportation Clearance**
- 12.1 The Borrower shall obtain guarantees of clearance for the Object(s) in advance for the crossing of international borders. The Borrower's representative or Agent shall be present when the Object(s) arrive at the point of entry to the host country and again at the Borrower's Venue or a subsequent venue.
- 12.2 The Borrower and the Agent shall take all steps to ensure that customs formalities are observed before despatch, final packing and on arrival at the Venue or subsequent venues. The Borrower and Agent shall use their best endeavours to ensure that any customs inspections required are carried out at the Borrower's Venue and that the Object(s) are not unpacked for customs or security inspections while in transit.
- 12.3 The Borrower and the Agent shall be responsible for the provision of temporary export and import licenses, where necessary and compliance with other international regulations including Convention on International Trade in Endangered Species (of wild Fauna and Flora).

### **13. Handling of Objects**

- 13.1 The Object(s) shall not be handled other than for the purposes of packing, condition checking and installation or in the event of an emergency. All handling shall be done by the courier or, where instructed and agreed, by experienced technical handlers.
- 13.2 The Object(s) shall not be handled by the Borrower once it is on display in the approved place including within a display case without the prior consent of the University and only by experienced technical handlers.
- 13.3 The Borrower shall not remove or allow to be removed the Object(s) from the Borrower's Venue at any time except for the purposes of transporting them to the University or the Subsequent Venue in accordance with the Loan Agreement or in the event of an emergency (and then in accordance with GIS Guidelines) and shall ensure that the Object(s) remain at all times in the Borrower's possession and control.

### **14. Couriers**

- 14.1 The Borrower shall arrange, and pay directly the Courier including any costs of documentation required, supervision, security, travel, accommodation and expenses (per diem) unless otherwise agreed in writing and stipulated as a Special Condition in Schedule 1 of this Loan Agreement with the University or if Clause 13.2 applies.
- 14.2 The University reserves the right to send a Courier on the outbound and inbound journey of the Objects to and from the Borrowing Venue and to and from subsequent venues, who shall be responsible for supervising all handling, installation and de-installation of the Objects. The Courier, if an official representative of the University, maintains the right to withdraw Object(s) from display where the terms of this Loan Agreement have not been met.
- 14.3.1 The Borrower accepts the authority and works under the direction of the Courier.

### **15. Object(s) Condition, Condition Report and Inspection**

- 15.1 For purposes of security and record, the University will commission or take studio quality photographs of the Object(s) before they depart on loan.
- 15.2 The Borrower shall use its best endeavours to keep the Object(s) in the same state of repair and condition as their state of repair and condition at the Loan Start Date. The Object(s) shall be returned in the same condition as received by the Borrower
- 15.3 The Borrower shall not carry out any restoration, cleaning, conservation, remounting, treatment, repair or other work to the Object(s) unless directed to do so by the prior written agreement of the University.
- 15.4 The University will prepare a condition report for the Object(s) prior to packing and will provide the Borrower with a copy of the report.
- 15.5 The Borrower, its Agent or the appointed Courier (if any) shall read in advance of any packing or transportation of the Object(s) and comply with any display and handling specifications as set out in Schedule 1 or elsewhere in this Agreement. The Borrower, its Agent or the appointed Courier (if any) shall read the condition report before handling and installation.
- 15.6 The Borrower or its Agent and the appointed Courier (if any) once the Object(s) are unpacked at its own cost will verify the condition of the Object(s) against the condition report prepared by the University. The Borrower will countersign the condition report and return a copy to the Courier or if otherwise agreed to the University as soon as reasonably practicable. The same procedure must be followed for packing at the end of the period of the loan.
- 15.7 When Object(s) are to be displayed at more than one venue, a condition report must be promptly prepared at the cost of the Borrower, countersigned and sent to the University immediately on unpacking the Object(s) at each subsequent venue.
- 15.8 If the Borrower is unable to agree any condition report which it is obliged to agree the Borrower shall act in accordance with Clause 5 relating to Damage and in all cases prepare a report setting out the differences in opinion which prevents their counter-signature.
- 15.9 The Borrower shall permit the University or any person duly authorised by the University upon the University giving at least forty eight (48) hours' prior notice to inspect and examine the Object(s) at the Borrower's Venue and the environmental conditions of the spaces in which the Object(s) are or will be held and the security arrangements.

### **16 Display and Labels**

- 16.1 The Borrower shall not cause or permit any of the Object(s) to be affixed to any premises so as to become fixtures.
- 16.2 The University may specify the storage and display conditions for the Object(s) to be held in at the Borrower's Venue. The University shall approve in advance the methods and materials proposed for the construction of display cases, including materials used, and for the mounting and fixing of the Object(s).

- 16.3 The Borrower shall ensure that:
- a) all lights or fibre-optic light sources fitted into cases are accessible for maintenance without having to open the display compartment of any showcase;
  - b) glazing or supports are not removed even temporarily from pictures, drawings or other objects without prior written approval of the University or the express approval of the Courier; and
  - c) labels will be prepared in advance and placed in or on the display cases before or during installation of the Object(s) and that all labels contain the following acknowledgement "The Syndics of the Fitzwilliam Museum, University of Cambridge". And any additional acknowledgements for the Object(s) as agreed in writing or contained in the Special Conditions. Labels must not be attached to Object(s) in any circumstances.

## **17 Environmental Conditions**

- 17.1 The Borrower undertakes that:
- 17.1.1 installation will not take place whilst any part of the Exhibition area is still under construction;
  - 17.1.2 all materials within, and used to construct, a display vitrine must have dried or cured, including adequate off-gassing, before the Objects are installed;
  - 17.1.3 direct sunlight will be excluded from the display area to limit changes to room temperature and humidity;
  - 17.1.4 it will maintain environmental conditions of temperature and humidity within the range of (sixteen to twenty five) 16-25° degrees Celsius and (forty to sixty per cent) 40-60% Relative Humidity ("RH"). There should be fluctuations of no more than (four) 4° degrees Celsius and (ten per cent) 10% RH in any twenty four (24) hours. The Borrower shall ensure that the environment in the Exhibition area and storage areas is continuously monitored and that any environmental control systems run continuously;
- 17.2 Ultraviolet light from all light sources shall be excluded where possible and at the least filtered to below seventy five (75) µw per lumen. Light sensitive materials must be exhibited at the following light levels:
- 17.2.1 works of art on paper, manuscripts, photographs, textiles, lacquer and other light sensitive organic objects (such as ethnographic artefacts): not more than fifty (50) lux in each case. Where total exposure per week when on display exceeds 70 hours, the lux levels shall be reduced to a maximum of thirty five (35) lux;
  - 17.2.2 furniture, oil paintings, plastics: not more than two hundred (200) lux; and
  - 17.2.3 when the Exhibition is closed to the public light levels should be no more than ten (10) lux.
- 17.3 The University reserves the right to specify different conditions for particular Objects.
- 17.4 The Borrower must have an Emergency Response Plan in place that addresses specifically, among other risks; fire, flood/water release, and the effects of pandemic including plans for safe closure, extended remote working, and the eventual re-scheduling, re-opening to the public and the return of Objects. The Borrower's fire precautions must be approved by the University in advance. CO2 (carbon dioxide) extinguishers must be readily available. An efficient fire alarm system must be installed.
- 17.5 The Borrower shall ensure that no food and drink is served or consumed in display or object preparation areas.
- 17.6 The Borrower shall ensure that there is no smoking in or nearby any storage or display area of the Object(s).
- 17.7 The Borrower will not place the Object(s) near sources of heat, cold or strong air-currents such as radiators, fireplaces, dehumidifiers, air-conditioning outlets or intakes, external walls or windows.
- 17.8 Where the Venue is located in areas of heavy pollution, the Borrower will take measures to exclude or reduce levels of gaseous pollution.
- ## **18. Security**
- 18.1 The Borrower is responsible for all security for the Object(s) and shall ensure it is displayed safely and securely. Display cases must be locked and alarmed with a locking and alarm system approved in advance by the University.
  - 18.2 The Borrower shall provide twenty-four (24) hour invigilation in the Borrower's Venue unless the University approves in writing in advance an intruder detection system covering all possible access points during hours of closure.

- 18.3 The Borrower shall have trained staff in constant attendance at all times when the Exhibition is open to the public and during installation/de-installation. During installation/de-installation, only those individuals directly involved in the preparation of the Exhibition shall be admitted into the Exhibition space and preparation areas.
- 18.4 The Borrower shall cooperate with the U.K. Museums National Security Advisor, who may be asked by the University to prepare a report on the Borrower's Venue.
- 19. Photography, Filming and Reproduction**
- 19.1 In respect of the Object(s) the University gives no warranties as to intellectual property rights including copyright and the Borrower undertakes to seek all necessary permissions and consents and clearances required for any reproduction.
- 19.2 For the avoidance of doubt, no intellectual property rights in the Object(s) shall pass to the Borrower under this Agreement. The Borrower shall not reproduce or copy or otherwise exploit the Object(s) and/or any images or content therein unless the University gives prior permission to do so in writing and the Borrower has obtained other necessary permissions. Object(s) may not be photographed, scanned, filmed, video recorded, televised or subjected to any form of scientific examination without prior written permission of the University.
- 19.3 The University may grant the Borrower permission to reproduce the Object(s) in the Exhibition catalogue, leaflet, publicity material or educational resources accompanying the Exhibition and on the Borrower's web page but only in low resolution as 72dpi or as otherwise specified by the University in writing in Schedule 1. Any copies or links must be sent to the University Main Contact to arrive within one (1) month of the opening of the Exhibition. Where permission is granted, the University at its discretion may charge a fee.
- 19.4 All reproductions must credit where agreed the artist or maker and University in full (as appropriate), the title of the work, and carry any copyright notice supplied by the University. The Borrower shall sign up to and comply with any further terms and conditions as required by the University including any relevant Image Library Terms and Conditions.
- 19.5 Any inadvertent failure by the Borrower to accord such credit to the University and any failure by any third party to accord such credit may constitute a breach of this agreement by the Borrower. The Borrower shall use its reasonable endeavours to remedy any such failure, as soon as reasonably practicable and to keep the University fully informed.
- 19.6 If high resolution images are required for reference or publicity or publication they may be supplied along with an appropriate licence from the University or directly from Fitzwilliam Museum Images if applicable.
- 19.7 The Borrower shall submit artwork of all materials using University's images for publicity and promotion of the Exhibition by the Borrower, for approval by the University prior to production and where appropriate keep the University informed and send links to website(s) and content for prior approval. Failure to obtain the University's prior approval may constitute a material breach of this Agreement.
- 19.8 Where the University grants permission to film, video record or televise the Object(s), the Borrower shall ensure that all necessary steps are taken to prevent any damage being caused to the Object(s) concerned and ensure that the Object(s) are subject to the maximum lighting permitted, which is equal to the total of four thousand (4,000) watts at a distance of two point five metres (2.5m) for a maximum of two (2) minutes.
- 19.9 At the end of the Term the Borrower shall, in so far as it is within its power to do so delete all digital images and copies from all computers under its possession or control (retaining a copy for the purposes of non-commercial archival use only).
- 19.10 No film and/or photographs or reproductions thereof taken or made or arranged to be taken or made by the Borrower shall be used or adapted for use by the Borrower in the production of merchandise for sale to the public without the agreement of the University, which may be the subject of a separate agreement entered into between University and the Borrower
- 20. Publicity and Evaluation**
- 20.1 The Borrower shall not, without the prior written consent of the University, use the name, any adaptation of the name, any logo, trademark or other device of the University otherwise than as stated in this Agreement.
- 20.2 All publicity material using the University of Cambridge and Museum's images or logo must be approved in advance in writing by the University.
- 20.3 The Borrower undertakes to provide the University with (1) one copy of all promotional and any other materials and one (1) copy of all press releases, press cuttings and photo documentation and website and on-line links relating to the Exhibition no later than thirty (30) days after the end of the Term.
- 20.4 The Borrower shall promptly redirect to the University any expressions of interest it receives from other prospective borrowers of the Object(s).
- 20.5 The Borrower shall provide the University with the following:
- 20.5.1 an agreed number of invitations to the private view of the Exhibition;

- 20.5.2 written details of the visitor figures upon completion of the Exhibition and upon request at any time by the University ; and
- 20.5.3 one (1) copy of the catalogue, or hand list, referring to loans, must be sent to the University's Main Contact as prescribed in Schedule 1.
- 21. Publication right**
- 21.1 The Borrower hereby assigns to the University any publication right which may arise under the provisions of The Copyright and Related Rights Regulations 1996, the applicable copyright law of the Borrower's country, and International Conventions related to copyright in respect of any Object as a result of the Borrower publishing the Object(s) at the Exhibition or otherwise under the provisions of these Conditions.
- 22. Sponsorship**
- 22.1 The Borrower shall notify the University :
- (a) of existing sponsorship or analogous arrangements and
- (b) as soon as reasonably practicable of its intention to enter into any other sponsorship or analogous agreement(s) in connection with the Loan and/or the Exhibition and/or any other exhibition and/or the Venue
- which may impact on the University's reputation as determined by the University or may bring about an actual or perceived conflict with the University's ethical principles or charitable purposes.
- 22.2 The Borrower shall not enter into any arrangement or sponsorship which may tarnish the reputation of the University.
- 23. Social Media**
- 23.1 The Borrower shall not, and to the best of its ability shall ensure that its staff do not, in any medium, including Social Media:
- 23.1.1 reveal any Confidential Information (save with the express permission of the University); and/or
- 23.1.2 disparage the University or adversely affect its reputation.
- 24. Confidentiality**
- 24.1 Each party shall comply with the requirements of the UK Data Protection Act 1998 (and related legislation) in relation to any personal data obtained by it in the course of managing the loan of the Object(s) or otherwise in connection with the performance of this Loan Agreement.
- 24.2 If the University receives a Freedom of Information request under the Freedom of Information Act 2000 relating to the Object(s), the University may consult the Borrower, where possible, before a reply is sent. The final decision over the release of any information rests with the University.
- 24.3 Any information of a confidential nature exchanged between the Borrower and the University must be treated as confidential by the Borrower and not disclosed to third parties except where necessary for performance of the obligations under this Loan Agreement or required by law or any other regulatory authority.
- 25. Exhibition Admission for University Staff**
- 25.1 Free admission to the Exhibition shall be given to all staff of the University on production of a staff identity pass.
- 26. Termination**
- 26.1 The University may terminate the Loan Agreement with immediate effect and without liability to the Borrower in the event that:
- 26.1.1 the Borrower does or threatens to do anything, or omits or threatens to omit to do anything, which the University at its sole discretion regards as injurious or detrimental to its reputation;
- 26.1.2 it believes that there is a risk that the safety and preservation of any Object(s) can no longer be assured;
- 26.1.3 the Borrower undergoes any change of legal or beneficial ownership or management control, the Borrower being obliged to give written notice to the University within thirty (30) days of any such change;
- 26.1.4 it believes that any Object(s) are at risk of seizure (including for settlement of debts); or
- 26.1.5 any Object(s) is not displayed or used for the purposes of the agreed Loan and/or is kept in storage by the Borrower other than for reasons agreed in writing with the University;



- 26.1.6 the Borrower commits a material breach of any of the Conditions.
- 26.2 The University may terminate the Loan Agreement at any time upon giving three months written Notice to the Borrower.
- 26.3 The University may also terminate the Agreement forthwith by notice in writing if any person associated with the Borrower offers, promises or gives a financial or other advantage to bring about improper performance in relation to the award or execution of the Agreement ("bribery") or attempts to defraud or succeeds in defrauding the University in any other way.
- 26.4 The Loan Agreement shall terminate automatically forthwith in the event that the Borrower is unable to pay its debts or enters into compulsory or voluntary liquidation or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed of its assets or ceases for any reason to carry on business or is in breach of the Condition 5 or shall take any steps preparatory to any action which would amount to a breach thereof, or if any of the foregoing events occurs under the laws of another country.
- 26.5 Termination of the Loan Agreement pursuant to this Condition 26 will not affect any rights or liabilities which have accrued prior to the date of termination (and without limitation on the meaning of the foregoing the Borrower shall, until return of the Objects to the University's premises, remain bound by the Conditions in this Agreement

**27. Effect of Termination**

- 27.1 The Object(s) either
- shall be immediately returned to the University upon receipt of and in accordance with the Notice from the University that it is exercising its rights under Clause 26 or
- 27.2 Upon the termination of the Loan Agreement pursuant to this Condition 26 the University may without further notice retake possession of the Object(s) and the Borrower shall give the University access to them for such purpose.

**28. Entire Agreement**

- 28.1 This Agreement and Schedules to this Agreement constitutes the entire agreement between the parties and cancels and is in substitution for all previous letters and oral and written agreements or representations relating to the subject-matter of the Agreement between the University or any of its officers and the Borrower.

**29. Waiver**

- 29.1 The failure of the University to enforce its rights under a Loan Agreement at any time for any period of time shall not be construed as a waiver of any such rights.

**30. Assignment**

- 30.1 The Borrower shall not assign or transfer any of its right or obligations under these Conditions or sub-loan the Objects to another venue or other venues during the Term or thereafter.

**31. Variation**

- 31.1 No variation of these Conditions shall be effective unless it is in writing signed by each Party.

**32. Dispute Resolution**

- 32.1 The Borrower and University agree to attempt in good faith to resolve any dispute or claim arising out of or relating to the Loan Agreement promptly through negotiations between their Main Contacts. If the Main Contacts are unable to reach agreement within two weeks the dispute will be escalated to the Director of the Fitzwilliam Museum and the Director of the Borrower / CEO whose resolution shall be binding on the Parties. If the Directors are unable to reach agreement within a month the dispute shall be escalated to the Chair of the Board of Trustees of the Parties or the equivalent body.

**33. Severance**

- 33.1 If any provision of this Loan Agreement (or part of a provision) is found by any court or administrative body of a competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 33.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the intention of the parties.

**34. No Partnership**

34.1 Nothing in these Conditions shall constitute the Borrower as the agent, partner, employee or employer of the University.

**35. Notices**

35.1 Any notice consent or the like required or permitted to be given under these Condition shall not be binding unless made in writing in English and may be given personally or sent to the Main Contact and Director of the Museum to be notified by pre-paid first class post or by facsimile transmission at its address as set out above or by email marked as urgent to both the Main Contact and Director of the Museum.

35.2 Notice shall be deemed given at the time of delivery if given personally, at the commencement of the second business day next following its posting if sent by post in accordance with this Condition and at the time of its actual transmission if sent by facsimile or email transmission (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) save that notices under Clause 26.

**36. Reservation of rights**

36.1 The University reserves the right to waive, reactivate or add to these Conditions with due notice; also to recall at any time any loan, disclaiming any liability arising from such action (but will not exercise the right except in an emergency).

**37. Further Assurance**

37.1 At the request of either party, each party shall execute and sign all such deeds, documents and instruments and perform all such acts and things as may be necessary to give effect to the provisions of this Loan Agreement.

**38. Counterparts**

38.1 This Loan Agreement may be executed in any number of counterparts, each of which will be an original but all of which together will constitute one and the same agreement. This Loan Agreement is not effective until each party has executed at least one counterpart.

**39. Governing Law**

39.1 The Loan Agreement shall be governed by and interpreted in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**40. Third Party Rights**

40.1 It is hereby agreed that these Conditions do not create or confer any rights under the Contracts (Rights of Third Parties) Act 1999 enforceable by any person who is not a Party to these Conditions.