

MEG - Ethnography Museum Geneva

General loan conditions

MEG - Ethnography Museum Geneva
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CHAPTER 1 - GENERAL INFORMATION

Art. 1 - Preamble

¹ These general conditions govern the legal relationships between the City of Geneva and, on its behalf, the Ethnography Museum Geneva, hereinafter referred to as the *MEG* and the borrowers of objects from its collections.

² These general conditions form an integral part of the loan contract.

Art. 2 - Definitions

¹ The MEG, an institution belonging to the City of Geneva, is hereinafter referred to as the *lender*.

² The *borrower* is the institution that borrows objects from the MEG. The person designated as the manager with the power to legally represent the borrower will sign these general conditions along with the loan contract. This is normally the director of the institution.

³ An *object* is understood as: any item recorded in the inventory of the MEG's collections, both ethnographic objects and iconographic documents, sound recordings, original photographic media, and books intended to be exhibited.

CHAPTER 2 - REQUEST SUBMISSION

Art. 3 - Submission of the loan-request file

¹ Any request must be addressed to the lender at least nine months before the start of the loan.

² The loan request, and the list of objects, must be entered on the MEG website at the following URL: http://www.ville-ge.ch/meg/pret_demande_hs.php

³ Upon the lender's request, after the submission of the file by the borrower, the latter must provide a general presentation of the exhibition concept and a precise indication of the use and interpretation planned for the objects to be borrowed from the MEG, as well as its facility report, a document detailing the infrastructure of its premises.

⁴ The MEG reserves the right to decline any loan request without having to provide a reason. This refusal may not be appealed.

Art. 4 - Specific location of the exhibition

¹ A loan for an exhibition is agreed for a single, specific exhibition site.

² A travelling exhibition must be subject to a specific agreement for each exhibition site.

CHAPTER 3 - PREPARATION OF THE OBJECTS

Art. 5 - Loan of fragile objects or objects in poor condition

¹ The loan of fragile objects or objects in poor condition may require restoration, mounting, framing or packaging measures for transport.

² The lender reserves the right to define the measures necessary, as well as to choose the service provider. It will also decide if all or any of the measures will be carried out before the start of the loan or after the arrival of objects at the borrower's premises.

³ The necessary steps cannot always be taken within the minimum period for the request provided in article 3, paragraph 1. Borrowers are encouraged to check with the lender in a timely manner.

⁴ No loaned object may be handled, cleaned or restored without the prior, written authorisation of the lender, except in case of extreme urgency and imminent danger to the object. Likewise, no object may be separated from the plinth with which it is loaned without the prior, written authorisation of the lender.

Art. 6 - Loan of objects considered secret or sacred to their culture of origin

¹ For the loan of objects considered secret or sacred to their culture of origin, authorisation may be requested from their representatives.

² The decision as to which objects may be concerned falls solely to the lender, who will undertake the necessary steps if necessary.

³ The necessary steps cannot always be taken within the minimum period for the request provided in article 3, paragraph 1. Borrowers are encouraged to check with the lender in a timely manner.

CHAPTER 4 - TRANSPORT AND INSTALLATION

Art. 7 - Choice of carrier or transport organisation

¹ Transport must be carried out by a specialist company or by teams experienced in the transport of works of art. The borrower will present their proposal regarding the choice of carrier to the lender for approval at least two months before the start of the loan. The lender reserves the right to refuse a service provider without having to provide justification. Upon request, the lender will provide the borrower with proposals for the choice of carrier.

² If the borrower does not present a carrier proposal to the lender in accordance with article 7, paragraph 1 of the *General loan conditions*, the lender will impose one or several carriers of its own choice. In this case, it remains the borrower's responsibility to coordinate the organisation of transport with one of the carriers designated by the lender.

³ When the lender has approved the choice of carrier, said carrier will then get in touch with it to come and view the objects.

⁴ The objects must be transported on a date as close as possible to the opening of the exhibition, normally a maximum of fifteen working days before this date.

⁵ If overnight stops are required, the lender must be informed of the place in which the vehicle will park and of the safety and storage conditions. If the carrier or the journey differs from that previously announced, the lender reserves the right to refuse the transport of objects.

⁶ The return transport will be carried out under the same conditions and by the same carrier as the outward transport.

⁷ The means of transport may be specified in the loan contract according to the choice of objects.

Art. 8 - International transport

¹ International transport must be carried out by an artwork-shipping company who will take care of the customs formalities before the shipment of objects. The provisions of article 7 remain applicable.

² If the borrower proposes to hire a foreign company, the latter must work with a Genevese company who will take care of the operations in Geneva, namely the visit and the customs clearance of objects at the Swiss border, as well as the packaging of objects and their unpacking upon return to the lender.

³ If necessary, the inspection of objects by customs agents must be carried out under the supervision of a qualified professional and in suitable premises, if possible upon arrival at the borrower's premises. No loaned object may be unpackaged for examination during its journey except in the case of a request from customs or legal authorities. Should this occur, the borrower must immediately alert the lender.

⁴ Any CITES permits that may be required for customs clearance must be drawn up before the shipment of the pieces. It is the responsibility of the borrower or its agent to research the time limits for the procedure and to take the necessary steps to obtain these certificates in good time, in order to ensure that these are in the carrier's possession before the planned date of transport. Any possible study of materials to be identified will be carried out under the supervision of the MEG conservation/restoration sector.

⁵ The lender may require the borrower to provide a governmental guarantee of return preventing the seizure of loaned items by the courts of the borrower's country.

Art. 9 - Condition report

¹ A condition report will be drawn up before packaging for the outward journey of each loaned object. This condition report will then be checked by the borrower at the time of unpacking, before repackaging for return transport and upon the object's arrival at the MEG.

² Condition reports will always be drawn up by an MEG representative, checked and signed at each stage by the MEG conveyor and counter-signed by a representative of the borrower.

³ Following any incident resulting in potential damage to an object, the lender may request an expert appraisal by a representative of its choice. The costs of this expert appraisal will be borne by the borrower.

Art. 10 - Packaging

¹ For any transport, regardless of the distance to be travelled, the objects will be packaged according to generally accepted practices in rigid wooden boxes, or of another material, subject to the lender's approval. Packaging will be identical for both the outward and return journey.

² Packaging will be carried out by qualified agents (conservator/restorers or artwork carriers approved by the lender).

³ The lender reserves the right to refuse the dispatch of objects if it does not deem the packaging and/or transport conditions to be satisfactory or if these differ from those initially indicated.

⁴ The means of packaging may be specified in the loan contract according to the choice of objects.

Art. 11 - Conveyance

¹ A conveyor named by the lender will supervise the packaging and unpacking of loaned objects. In particular, it will supervise the opening of boxes by the borrower's specialist agents, carry out a check of the state of the objects' conservation (condition report) and supervise their installation in the display cases or exhibition space. The lender will decide if the conveyor will accompany the transport or if they will travel separately to the loan venue.

² The lender may waive the conveyance of the loan or request that the borrower sets up a video link allowing it to remotely carry out the work of the conveyor without the need for travel. For large loans, the lender may decide to send several conveyors if it is deemed necessary.

³ The borrower will organise the conveyor's arrival and accommodation. Tickets for transport and accommodation costs will be paid directly by the borrower and not advanced by the conveyor.

⁴ A per diem will be delivered to the conveyor for each day spent on site, or the cost of meals will be reimbursed if the stay lasts less than one day. The amount of the per diem will be specified in the loan contract.

⁵ During the assembly of an exhibition, the conveyor will remain on site until the placement or hanging of the final loaned object and the closure of all display cases containing loaned objects. Any exception will require the prior written agreement of the lender.

⁶ A conveyor named by the lender will also be present, under the same conditions, for any opening of display cases containing objects during the duration of the loan, for any planned handling of the objects during the loan, and for the disassembly and reboxing of objects at the end of the loan.

⁷ In the event of any delay to transport or the installation of the exhibition, or if the initially agreed conditions are modified, the conveyor may decide to prolong their stay, without any condition of responsibility on the part of the borrower. The organisation thereof will be ensured by the latter.

⁸ For loans of a duration of more than 18 months, the lender may request an annual check visit by a conveyor. The check visits are subject to the same conditions as conveyance for the installation and disassembly of objects.

Art. 12 - Installation in the exhibition space

¹ The installation of objects will be carried out under the exhibition conditions communicated by the borrower in its facility report, and according to the specific requirements of the lender communicated in the loan contract. It will also be carried out in accordance with the scenography described to the lender and which has been approved by the latter in writing.

² All conditions may be verified at any time by the lender throughout the duration of the loan. For this purpose, a representative of the lender will have free access to the exhibition at all times. If required, the lender may request that the borrower transmits monthly climate statements.

³ The mounting or creation of specific plinths for each piece will be done in accordance with generally accepted practices, by qualified professionals, subject to approval by the MEG three months before the start of the installation.

⁴ The exhibition of objects outside of display cases may be requested on an exceptional basis and must be the subject of a specific request. This may only be authorised when the borrower can justify permanent visual control, specific antitheft measures, optimal dust control within the exhibition venue and climate conditions in accordance with the lender's specific requirements. Any object or framed picture without protective glass will entail a stipulated distance for each object within the loan contract.

⁵ Once the objects have been installed and the display cases closed, these display cases may not be opened and the objects may not be handled without the written authorisation of the lender, except for urgent conservation or safety reasons. Any urgent handling must be communicated to the MEG as soon as possible, including outside of working hours if applicable.

Art. 13 - Cartels and notes

¹ All objects exhibited must be accompanied by their identification, namely: the note "Musée d'ethnographie de Genève" and the object's inventory number.

² The borrower will be responsible for writing exhibition cartels and catalogue notes. The lender only undertakes to communicate the data appearing in its inventory registry. The cartels and notes will be submitted to the lender for approval. The lender retains control over how the loaned objects are identified.

³ The borrower will provide the lender with three copies of any publication (exhibition catalogue, etc.), free of charge, in which the loaned objects appear.

CHAPTER 5 - INSURANCE**Art. 14 - Terms and conditions of insurance to be concluded by the borrower**

¹ The lender establishes the insurance values that will be communicated to the borrower in the loan contract.

² The borrower must ensure the objects against any risk under a "nail-to-nail" policy. For this, the lender will provide the details of its insurer. The borrower will be responsible for arranging

the insurance.

³ If the borrower prefers to purchase the services of another insurer of its choice, it must demonstrate at least two months before the start of the loan that the coverage of the latter's policy is at least equivalent to the lender's insurance.

⁴ A copy of the insurance certificate must be provided to the lender at least fifteen days before the objects are handed over to the borrower, failing which the objects will not be delivered.

Art. 15 - Informing the lender in the case of incident

¹ The borrower must immediately inform the lender, as well as its insurer, of any incident or irregularity, with or without apparent damage, concerning the loaned objects.

² In case of any material damage, a condition report must be immediately drawn up by a competent conservator/restorer, as well as a report with the details of the people involved in the incident, documents which must be transmitted to the lender as quickly as possible.

³ In the event of any intentional act (theft, vandalism, etc.), the borrower must file a complaint with the competent authorities. A copy of the documentation will be transmitted to the lender as quickly as possible.

CHAPTER 6 - PHOTOGRAPHY AND REPRODUCTION OF WORKS

Art. 16 - Taking pictures

¹ The loan will not be photographed, filmed, televised or reproduced alone, except with the prior written agreement of the lender. General overviews of the exhibition in which this loan appears may however be taken for press or publicity purposes, specifying the provenance of the lender's objects.

² When the lender has provided written acceptance for the loan to be photographed, filmed or televised, the borrower must take suitable measures to avoid any accident or unnecessary exposure of the objects to heat and light during shooting.

³ More specifically, the lender ensures that projectors will not be placed less than two metres from an object within a display case, that these will not raise the surface temperature of the objects by more than 3°C in relation to room temperature, that they are turned off or turned away from the object at all times except during shooting, and that the objects are neither touched nor moved.

³ Display cases containing the loaned objects may not be opened without prior written authorisation from the lender.

Art. 17 - Reproduction rights

¹ In accordance with the legal provisions, the borrower will be responsible for researching whether or not the loaned objects are subject to copyright and must carry out the necessary procedures if the loaned objects are to be reproduced.

² The lender's provision of photographic reproductions for exhibition catalogues and advertising will be subject to a separate agreement. All information can be obtained from the lender via an online form available at the following URL:
http://www.ville-ge.ch/meg/commande_photo.php

CHAPTER 7 - RESPONSIBILITIES AND COSTS

Art. 18 - Responsibilities

¹ The borrower is responsible for any damage caused to the loaned objects by its own staff, authorised personnel (carriers, pedestal makers, etc.) and third parties (visitors, etc.) until the objects' return to the lender's premises, even if no fault can be attributed to the former.

² The borrower alone will bear the consequences of any failure to perform, poor performance or breach of the loan contract.

Art. 19 - Costs

¹ All costs associated with the loan will be borne by the borrower. In particular, this includes (non-exhaustive list):

- The costs for the objects' preparation (restoration, mounting, framing)
- Any costs for the CITES permits, including the lenders' costs for the identification of species
- The organisation and performance of the packaging and transport of objects, including any customs and intermediate-storage costs
- The organisation and costs for the travel and accommodation of the MEG conveyor, including the costs of any prolonged stay and, for long-term loans, the costs of any annual check visits
- Insurance costs
- The costs for photographic reproduction and reproduction rights
- The provision of three copies to the lender of any publications associated with the loan (exhibition catalogues, etc.)

² Before committing to any costs that will be invoiced to the borrower, the lender must present a quote for their approval.

CHAPTER 8 - RETURN AND TERMINATION OF LOANED OBJECTS

Art. 20 - Duration

¹ The loan contract is concluded for a fixed duration recorded in the loan contract.

² In the case of a request to extend the duration of the loan, the borrower must send a written request to the lender at least two months before the date of the contract's expiry, indicating the new dates envisaged for the exhibition's closure and the return of the loaned objects. The lender reserves the right to refuse the extension of the loan without having to provide a reason.

³ In the case of loans for an exhibition without a defined closing date (permanent exhibition) the loan will be initially concluded for a maximum duration of four years. If necessary, the borrower will be responsible for requesting an extension of the loan at least two months before the contract's expiry date. The lender reserves the right to refuse the extension of the loan without having to provide a reason.

⁴ The contract will terminate at the expiry of the loan as provided in the loan contract. In the event of late return of objects, it will terminate with the return of the final loaned object.

Art. 21 - Return of loaned objects

¹ The borrower must return the loaned objects at the end of the loan duration established in the loan contract, at the latest.

² The cases for early termination by the lender for just cause will still apply, particularly in the case of any violation of the contractual conditions, for which the lender may terminate the loan contract at any time and with immediate effect. The loaned objects will therefore be immediately returned to the lender. The return must respect the same conditions as the outward transport.

³ Any object loaned for an exhibition that ultimately is not exhibited must be returned to the lender in the fifteen working days following the opening and before the end of the agreed loan duration. The return must respect the same conditions as the outward transport.

CHAPTER 9 - FINAL PROVISIONS

Art. 22 - Modification and translation of general conditions

¹ Any modification of these general conditions must be subject to a written agreement between the parties.

² In case of divergence between the French version and any translation of these general conditions to another language, the French version will prevail.

Art. 23 - Applicable law and litigation

¹ Swiss law will apply to these general conditions.

² Any dispute in regard to these general conditions or which may arise following damage caused to the loaned object will be submitted exclusively to the ordinary courts of Geneva, retaining the right to recourse to the Federal Court.

Art. 24 - Signature

In signing the loan contract to which these general conditions are attached, the borrower accepts them in their entirety and commits to respect the responsibilities and obligations derived therefrom.

Appendix: Management, administration and collection managers at the MEG

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