

**General terms and conditions
for temporary exhibition loans
made by the City of Geneva
and specifically by the MEG**

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PREAMBLE

The Museum of Ethnography (hereinafter the “MEG”) is a museum owned and managed by the City of Geneva.

The City of Geneva or the MEG, acting in a representative capacity, loans objects that are listed in its collection inventories for a limited and fixed period to public museums or galleries for temporary exhibitions open to the general public, as well as to cultural or scientific institutes that have professional exhibition facilities and qualified staff.

The legal relationship between third parties who borrow the objects loaned by the MEG and the City of Geneva is governed by the present general terms and conditions.

CHAPTER 1 – GENERAL INFORMATION**Art. 1 – Definitions**

¹ The City of Geneva or the MEG, acting in a representative capacity, shall hereinafter be designated as “the lender”.

² The museum, institution or body that borrows one or several exhibits from the MEG shall hereinafter be designated as “the borrower”; the person(s) to whom responsibility is assigned and who have the power to represent the borrower in a legal capacity shall sign the present general terms and conditions and the loan agreement. In general, the person responsible shall be the institution’s director.

³ Is classified as an object any exhibit listed in the MEG collection inventory, whether it is an ethnographic exhibit or an image, an original edition or a book that is intended for exhibition.

⁴ Is classified as a temporary exhibition any exhibition open to the general public and that runs for a period of between one month at the minimum and nine months at the maximum, inasmuch as the exhibits’ state of preservation allows it.

Art. 2 – Applying for a loan

¹ All applications must be made at least six months before the exhibition’s preview date.

² The loan application must be made to the City of Geneva, more specifically to the MEG, by mail or via the dedicated form featured on the museum’s website (www.ville-ge.ch/meg); in the event that the loan is agreed, the present general terms and conditions and the loan agreement shall then be sent to the applicant, who shall return them, duly signed and dated. By signing and returning the general terms and conditions, the applicant shall be deemed to agree to them.

³ The loan request must be accompanied by a general outline of the exhibition’s concept and precise indications of the planned use to be made of and the interpretation attached to the objects borrowed from the City of Geneva or from the MEG, acting in a representative capacity.

CHAPTER 2 – LOAN PROCEDURES

Art. 3 – Potential beneficiaries of the loan

¹ The City of Geneva or the MEG, acting in a representative capacity, loans objects for exhibition to museums and public galleries, as well as to cultural or scientific institutes that have professional exhibition facilities and qualified staff.

² The City of Geneva or the MEG, acting in a representative capacity, shall decline loan requests from any organisation, company or agency, and from any institute, group, body, department, exhibition venue or centre whose primary purpose is not to organise scientific or cultural exhibitions, according to its own statutes, and which does not have *both* specialised staff and premises that have been specially designed as exhibition venues.

³ The City of Geneva or the MEG, acting in a representative capacity, shall decline any loan request from a profit-making institution, even if that institution is a museum and even if the exhibition is free.

⁴ The City of Geneva or the MEG, acting in a representative capacity, lends objects to recognised public non-profit making scientific institutions for research purposes, including university departments or research laboratories and museums and research institutes. In such cases, the terms and conditions of the loan are identical to those of an exhibition loan, although storage in secured cabinets and premises is substituted for exhibition in a display case.

Art. 4 – Refusal of a loan

¹ The City of Geneva or the MEG, acting in a representative capacity, reserves the right to decline any loan request without having to provide a justification. The City of Geneva or the MEG, acting in a representative capacity, may, in some circumstances, refuse a loan request where the description of the museographic project and the proposed interpretation reveal a profound ignorance of the exhibits in question.

² There is no right of appeal if the City of Geneva decides to refuse a loan request.

Art. 5 – Priority given to exhibitions organised by the City of Geneva

¹ Objects exhibited in the context of exhibitions organised by the City of Geneva, particularly in the MEG's core collection galleries, are not available for loan.

² Objects are assigned to exhibitions organised by the City of Geneva, especially by the MEG, as a priority. In the event of requests competing with the City of Geneva's exhibition plans, especially those of the MEG, or with the plans of another museum, the City of Geneva or the MEG, acting in a representative capacity, reserves the right to decide unilaterally on the place of exhibition, up to six months before the first preview date.

Art 6 – Specific location of the temporary exhibition

¹ The loan is agreed for an exhibition in a specific location.

² A travelling exhibition shall be the subject of a specific agreement for each exhibition location.

Art. 7 – Loan of fragile objects or of objects in a poor state of preservation

The loan of objects that are particularly fragile or in a poor state of preservation may require exceptional restoration and preparation measures for their transportation, which shall be payable by the borrower. Such measures may not be possible for a request based on the minimum deadline (6 months). Borrowers are requested to obtain any information they require from the lender in good time.

Art. 8 – Loan of objects with a high value

¹ Objects or collections with an insured value of over CHF 300,000 (three hundred thousand francs) shall only be loaned to museums and institutions that have both high-performance security systems, including a permanent caretaker in the exhibition room, and qualified conservation and restoration staff on hand for the entire length of the exhibition.

² The loan of an object with an insured value of over CHF 500,000 (five hundred thousand francs) is subject to approval by the appointed magistrate of the City of Geneva Department of Culture.

CHAPTER 3 – PREPARING EXHIBITS FOR TRANSPORTATION AND EXHIBITION CONDITIONS**Art. 9 – Procedures for the transportation of borrowed objects**

¹ Exhibits shall be packed in rigid wooden crates, according to best practice, for all transportation, regardless of distance. Packing shall be performed by the borrower's qualified agents (conservators and restorers or fine art carriers), and shall be carried out under the supervision of the MEG conservation and restoration department, in the name and on behalf of the City of Geneva. The dispatch and return packing procedures shall be identical.

² Small single objects may be packed as accompanied luggage, with the express written permission of the borrower.

Art. 10 – Setting up the objects in the exhibition venue

¹ All exhibited objects must be accompanied by their identification label, featuring the words "*Museum of Ethnography in Geneva*" as well as the "*Object inventory number*".

² Optimal temperature and humidity conditions, as well as light exposure conditions shall be specified by the City of Geneva or by the MEG, acting in a representative capacity, for each exhibit.

³ The exhibition of objects outside a display case is only authorised when borrowers can guarantee that they will provide permanent visual surveillance and advanced anti-theft and optimal dust control systems in the place of exhibition. Such conditions must be scrupulously and imperatively respected, failing which the borrower shall be held responsible.

⁴ Work involving putting exhibits on a plinth or designing specific mounts for each exhibit shall be performed according to best practice. The borrower shall be fully and solely responsible for such work.

⁵ No object on loan may be cleaned or restored without the express written permission of the City of Geneva and supervision by the lender; likewise, no object may be removed from the plinth with which it has been loaned without the express written permission of the lender.

⁶ The setting-up of the exhibits shall be performed under exhibition conditions that comply with the conditions set out by the borrower in their "facility report". All such conditions may be checked at the request of an envoy sent by the City of Geneva or by the MEG, acting in a representative capacity, hereinafter designated as the "MEG courier". All such conditions shall be approved by the lender.

⁷ In addition, the setting-up of the exhibits shall be performed in accordance with the design outline provided to the lender and approved in writing by the latter at the time the loan request was made. Objects shall be set up in display cases or on exhibition mounts under the supervision of the MEG courier.

⁸ Once the works have been set up and the display cases closed, no further handling of the exhibits is allowed without the express written permission of the City of Geneva or of the MEG, acting in a representative capacity, except for preservation or security purposes.

⁹ In the case of a loan for research purposes, objects shall be placed in secure cabinets where they will be kept in the presence of the MEG courier.

¹⁰ The borrower is responsible for drafting catalogue notes and exhibition wall labels. The lender only undertakes to provide the data featured in their inventory register. The notes and wall labels shall be submitted to the City of Geneva for an opinion, or to the curator responsible for the collection at the MEG. The City of Geneva or the MEG, acting in a representative capacity, retains the right to inspect as well as the right to veto the way in which the objects on loan are identified.

¹¹ The City of Geneva, via the intermediary of the courier, the conservators and the director of the MEG, is authorised to check that all the exhibition conditions are complied with at any moment during opening hours or by appointment when the exhibition is closed. Such persons working on behalf of the City of Geneva shall enjoy unrestricted access to the exhibition.

CHAPTER 4 – SECURITY

Art. 11 – Security

¹ Exhibitions must be set up in places specifically designed for that purpose and meet jointly approved security and preservation requirements.

² Objects may be loaned to an exhibition set up in premises that are not specifically designed for the purpose on an exceptional basis. In this case, the borrower shall provide proof that high-performance security systems are in place to prevent theft and damage, as well as proof that the display cases are able to guarantee appropriate preservation conditions at all times (temperature, humidity, light, dust or impact).

³ Exhibition venues where objects borrowed from the City of Geneva or from the MEG, acting in a representative capacity, are displayed must be placed under visual or electronic surveillance during all opening periods; the premises shall be made secure at all other times.

⁴ Bulkier objects can only be left outside a display case if there is an air treatment system that guarantees low dust levels, inasmuch as allowed by the objects' state of preservation, and if an alarm system is provided for each of those objects.

CHAPTER 5 – INSURANCE**Art. 12 – Insurance procedures to be followed by the borrower**

¹ The borrower is under an obligation to insure the objects with an insurance company; the insurance policy must be agreed on a comprehensive basis, at approved values, with no policy excess and for all risks, with a waiver of any right of recourse against the carrier or any other third party.

² The insurance cover shall specifically include:

- break-ins, theft accompanied by violence or menaces, loss, disappearance, as well as any related damage observed once the object has been retrieved;
- any alteration to the insured objects due to fortuitous circumstances, such as natural forces, fire, explosions, collisions and road, air or other traffic accidents;
- any damage caused by acts of vandalism, strikes, riots, war, or action taken by the police, customs or any other authority;
- damage that may result from transportation of the borrowed objects.

³ In the event of the total loss of an object or of all the objects loaned, the insurance policy must allow for the payment of an amount equivalent to the value specified for the object or for all the objects loaned in the insurance or indemnisation policy.

⁴ The insurance contract must include an explicit clause allowing for the principle of reduced value to be applied if the objects loaned are damaged in any way.

⁵ The insurance or indemnisation policy may include a waiver of subrogation rights in respect of the borrower.

⁶ A signed copy of the insurance policy must be provided to the City of Geneva or to the MEG, acting in a representative capacity, at least 15 days before the exhibits are handed over to the borrower, failing which, the borrowed objects shall not be handed over to the borrower.

Art. 13 – Notification of the City of Geneva by the borrower in the event of damage or theft

¹ The borrower must immediately make any damage, theft, disappearance, loss or other irregularity relating to the objects received on loan known to the City of Geneva, via the intermediary of the MEG.

² In case of theft, disappearance or loss, a statement must immediately be taken by a local authority. The name and address of that authority shall be forwarded to the lender as soon as possible.

CHAPTER 6 – CUSTOMS, TRANSPORTATION AND DELIVERY**Art. 14 – Customs**

¹ The borrower must deal with customs formalities before the exhibits are dispatched.

² The borrower must make sure that the customs agents will only inspect the exhibits once they have arrived at the borrower's premises. No loaned object must be unwrapped for examination during transportation, either during dispatch or return.

³ The borrower shall pay for any CITES certificates that may be required for customs clearance to be drawn up before the exhibits are dispatched. The borrower or their agent is responsible for taking the necessary steps to obtain those certificates. The possible analysis or sampling of materials requiring identification shall be performed under the supervision of the MEG conservation and restoration department.

Art. 15 – Transportation arrangements

¹ A statement recording the condition of the objects handed over by the City of Geneva shall be drawn up for this purpose before the objects being handed over for loan are dispatched. That statement shall be co-signed by the borrower and the lender. The statement shall be attached to the present general terms and conditions as an appendix.

² When the objects borrowed by the borrower are returned to premises owned by the City of Geneva, a statement recording the objects' condition shall be drawn up. The borrower is responsible for any potential damage to objects loaned by the City of Geneva that might occur during transportation (on dispatch and return) up until they are returned to premises owned by the City of Geneva, with the specification that the borrower must be insured for that risk. This statement shall also be co-signed by the lender and the borrower.

³ All costs relating to the transportation and potential delivery of the borrowed exhibits shall be paid for by the borrower.

⁴ Transportation shall be entrusted to a specialist fine art carrier, who offers all the guarantees applicable in this area. The borrower's choice of carrier is subject to the express written approval of the lender, who reserves the right to refuse one supplier or another without having to provide a reason. The City of Geneva or the MEG, acting in a representative capacity, may recommend specialist companies to the borrower.

⁵ Single small objects may be delivered as accompanied luggage by a MEG employee, at the borrower's expense.

⁶ The exhibits must be transported on a date that is as close as possible to the opening of the exhibition and within a maximum of 15 working days before that date.

⁷ The lender may request an actual escort for the works loaned, at the borrower's expense.

⁸ The borrower shall organise and pay for travel and accommodation for the MEG courier so that the crates can be opened, the objects' state of preservation can be checked and the objects can be placed in display cases.

⁹ The City of Geneva, via the intermediary of the MEG courier, shall also be present, under the same conditions, when the display cases are dismantled and the objects on loan put back into crates at the end of the exhibition. The MEG courier and the borrower shall co-sign a confirmation of the state of preservation report during the period when the temporary exhibition is open.

¹⁰ The return of the objects must take place under the same conditions and via the same carrier as their dispatch.

CHAPTER 7 – PHOTOGRAPHY AND REPRODUCTION OF WORKS DURING THE LOAN PERIOD**Art. 16 – Reproduction of the objects on loan**

¹ The objects on loan shall not be photographed, filmed, televised or reproduced in isolation, unless the lender has granted express written permission beforehand. However, general shots of the exhibition where the objects on loan are on display may be taken for press or advertising requirements, specifying the origin of the objects loaned by the City of Geneva or the MEG, acting in a representative capacity.

² When the lender has given written permission for the objects on loan to be photographed, filmed or televised, the borrower must ensure that:

- (a) projectors are placed at a distance of at least two metres;
- (b) the projectors used do not raise the surface temperature of the objects by more than 3° above the ambient temperature;
- (c) photographing or filming of the objects does not involve them being either touched or moved.

³ Opening the display cases to film or photograph the objects on loan is strictly forbidden.

⁴ The borrower must enquire whether the work is under copyright and take the necessary legal measures in the event that the loaned object is reproduced.

CHAPTER 8 – PHOTOGRAPHS AND REPRODUCTION RIGHTS

Art. 17 – Reproduction rights

The supply of photographic reproductions for exhibition catalogues and promotional purposes shall be the subject of a separate agreement. All information can be obtained from the City of Geneva or from the MEG, acting in a representative capacity, via the dedicated form featured on the MEG website (www.ville-ge.ch/meg).

CHAPTER 9 – LIABILITY AND EXPENSES

Art. 18 – Expenses

The borrower shall be responsible for the following expenses:

- potential restoration costs;
- packing;
- organising transportation and the cost of that transportation;
- organising and paying for the MEG courier's travel and accommodation, on dispatch and return;
- paying for photographic reproductions and reproduction rights;
- providing three copies of the exhibition catalogue in each of the languages used.

Art. 19 – Liability

¹ The borrower shall be required to repair any damage caused by poor execution of, failure to execute or non-compliance with the present general terms and conditions, unless the borrower can prove that they are not at fault.

² The borrower shall be solely liable for the consequences of any poor execution of, or failure to execute or comply with the present general terms and conditions, with the specification that the City of Geneva reserves the right to take legal action to claim interest and damages or to take any other action that it might consider appropriate.

³ The borrower shall be solely liable for any damage caused by the transportation of the objects on dispatch and return, i.e. from the City of Geneva or from the MEG up until their return to premises owned by the City of Geneva and specifically by the MEG.

CHAPTER 10 – RETURNING THE OBJECTS ON LOAN AND TERMINATING THE AGREEMENT**Art. 20 – Length of the loan agreement**

The loan agreement is drawn up for a fixed period, which is set out in the loan agreement drawn up between the lender and the borrower.

Art. 21 – Returning the borrowed objects

¹ The borrower shall return the objects loaned by the City of Geneva within 15 working days at the latest after the end of the loan period. The return of the objects must take place under the same conditions and via the same carrier as their dispatch.

² It is essential that any object that is borrowed but not exhibited is returned to the City of Geneva or to the MEG, acting in a representative capacity, within 15 working days after the opening preview and before the end of the loan. The return of the objects must take place under the same conditions and via the same carrier as their dispatch.

Art. 22 – Termination of the agreement

¹ The agreement ends when the loan period set out in the loan agreement expires.

² An exemption shall be made for cases of anticipated recall for good reason, particularly in the event of a breach of the present terms and conditions. In such cases, the City of Geneva or the MEG, acting in a representative capacity, may terminate the loan at any time by registered letter, with immediate effect. The borrowed objects shall then be immediately returned to the City of Geneva or to the MEG, acting in a representative capacity, at the borrower's expense. Return of the objects must be carried out under the same conditions and via the same carrier as their dispatch.

CHAPTER 11 – FINAL CONDITIONS**Art. 23 – Alterations to the general terms and conditions**

Any alteration to the present general terms and conditions shall be the subject of a written agreement between the parties.

Art. 24 – Applicable law

Swiss law applies to the present general terms and conditions

Art. 25 – Exclusive jurisdiction

All disputes relating to the present general terms and conditions or that may arise following damage caused to the objects loaned by the City of Geneva shall be heard exclusively in the Geneva ordinary courts, with appeal to the Federal Court being reserved.

Art. 26 – Signing of the agreement

By signing the present general terms and conditions, which are attached as an appendix to the loan agreement negotiated with the City of Geneva, the borrower is fully agreeing to them and shall comply with the duties and obligations arising from them.

For the borrower:

For the City of Geneva:

Boris WASTIAU,
Director of the MEG

Appendix: Management team, administrators and curators at the MEG*Director of the MEG*

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