

## CONTRACT FORM

1. Name and address of requesting institute

2. Title of exhibition

3. Contact details

Name:

Status:

Fax:

E-mail:

4. Duration of lending period\*

			-			
year	month	day		year	month	day

\*Maximum period of loaning is 90 days.

5. Location of exhibition\*

\* The document(s) must be exhibited at one and the same location during the period of loaning.

\* Please send us a „Facilities Report” together with this form, via email or fax (see at our contacts, Nro. 7.).

6. Responsible department of loaning:

National Archives of Hungary /

Magyar Országos Levéltár

*IX. Department of Human Resources and Institutional Relations, Information Service*

Bécsi kapu tér 2-4.

H-1014 Budapest

MAGYARORSZÁG

7. Contact details:

Contact persons:

Mrs. Zsófia Gera, Ms. Dorottya Szabó

Phone: (+36 1) 225-28-44

Fax: (+36 1) 225-28-17

E-mail: [info@mol.gov.hu](mailto:info@mol.gov.hu)

8. Detailed description of required documents:

If the place wasn't enough here, please write the details in Annex 1 (see on next page) or in a technically & substantially equal list to Annex 1.

	REFERENCE CODE	TITLE	STORAGE NUMBER & OTHER DETAILS	NUMBER OF ITEMS
1.				
2.				
3.				
4.				
5.				

9. I solemnly declare that the information above conforms to reality.

Place & date of issue

Signature (name and status of the subscriber), place of stamp

ANNEX I.

**Detailed description of required documents:**

If you don't use this sheet, please strike it through.

	REFERENCE CODE	TITLE	STORAGE NUMBER & OTHER DETAILS	NUMBER OF ITEMS
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**I/ TERMS OF PRESERVATION:**

The Borrower binds itself to keep the loaned archival materials (hereafter 'Objects') according to the regulations of the National Archives of Hungary (hereafter 'Lender') and agrees to be bound by the precautions of the Lender.

**I/1. General provisions to the agreement:**

- ♦ Maximum period of lending is ninety (90) days. This interval shall not exceed on any condition. The lending period starts at day of transportation and ends at day of return.
- ♦ The Lender loans the Objects to the very exhibition place defined above (page 1, *Contract form*) and in the *Facilities Report*. No other exhibition place may be added. The Lender provides an opportunity for the Borrower to make copies about the Objects before the lending period's start. In this way the Borrower could expose the Objects at more exhibition areas.
- ♦ Any change in term of loan shall be agreed upon between Borrower and Lender in writing and as soon as practicable, but in any case at least six (6) week before the original end of the term of the loan.

**I/2. Temperature and humidity:**

- ♦ In display cases the temperature shall maintain permanently at 20°C (maximum 24°C). Maximum degree of daily variation is  $\pm 2$  °C.
- ♦ The relative humidity shall maintain at 50%. Maximum degree of daily variation is 3-4 %.
- ♦ The Lender may differ from the mentioned rates in case of especially sensitive materials, which divergence shall be assigned all the time. The extreme rates of temperature and humidity must not exceed on any condition.

**I/3. Light and illumination:**

- ♦ The illumination of the Objects shall be maintained below 50 lux.
- ♦ Inside illumination of display cases is prohibited except fibre optics. In this case outside UV-free light-sources shall be applied. Daylight shall be excluded.
- ♦ In the case of displaying extremely sensitive objects a use of liftable textile cover on display cases is advised. – This provision is written in the list of Objects in any individual case.
- ♦ The exhibition space shall be illuminated only at the time of visiting hours.
- ♦ Loaned Objects must be protected against any kind of light before and after their exhibition.

**I/4. Protection against injury and storage:**

- ♦ Marking or writing on the original records with any type of writing materials or removing any marking or label from the document is prohibited.

- ♦ Direct contact of loaned Objects with infected (with mould or insects) documents must be avoided. Loaned Objects shall not be displayed or stored in a room where infected objects are or were stored.
- ♦ Display cases should be constructed or at least covered (inside) of durable, neutral materials, none of the materials of the display cases shall have damaging effects to the Objects in any way. Should be prevent and avoid any harmful effect to the Objects during transportation and temporary storing.
- ♦ Storing and display areas should provide suitable protection against burglary, water and fire damage.
- ♦ All the Objects shall be displayed horizontally in locked display cases as far as possible. The applied seals shall be supported.
- ♦ Lender reserves the right to control by its expert the placing in and out the Objects from display cases.
- ♦ In the case of displaying Objects vertically Borrower must consult with an expert of Lender about fixing and displaying method. Pierce or fix the Object with any kind of glue is prohibited.
- ♦ Remove the Objects from the display cases during the exhibition term without permission and presence of Lender is prohibited.
- ♦ It is prohibited to eat, drink and smoke at the exhibition and storage areas.

**I/5. Observance of terms of preservation:**

- ♦ The Lender reserves the right to control the observance of preservation requirements during the lending period. The costs of control (cost of travel, etc.) shall be paid by the Borrower.
- ♦ The Lender's expert shall enter to all display and storing areas where loaned Objects are stored, and reserves the right to control the condition of the objects at any time during the exhibition term. All expenses connected to the control are defrayed by Borrower.

**I/6.** Lender gives and takes back the loaned Objects with a list of objects completed with a condition report (*List of objects & condition report*), which documents serve as record of evidence. The condition report is made by an expert of the Lender and the condition of objects is controlled by representatives of Lender and Borrower before and after the exhibition. Both representatives justify the condition report with their signature at time of take-over.

**II/ PRICES, INSURANCE AND OCCURENT DAMAGE / LOSS:**

The Borrower shall assume liability with respect to the Lender by any person's fault or through no person's fault, if the damage would not have occurred but for the loan of the Objects, which shall be determined by the Borrower.

**II/1.** Insurance with respect to all risks, including force majeure (vis major), natural disasters, and acts of violence of any kind:

- ♦ The Borrower shall be obligated to insure the Objects for the entire term of her possession of the Objects including transport to and from the Lender, from transfer of possession by the Lender to the Borrower until possession is returned to the Lender (i.e. 'from nail to nail') for the insured values given by the Lender.

- ♦ The Borrower shall assume liability for any damage of the Objects (if the damage would not have occurred but for the loan).
- ♦ The Lender shall be the exclusive authorized beneficiary of the insurance policy or indemnity with respect to all benefit payments.

**II/2.** In case of any damage or endangerment or loss of the Objects:

- ♦ ...the Borrower shall be obligated after consultation of experts to be designated by both parties an amount to be determined for the total amount of both restoration costs and any corresponding decrease in the value of the object.
- ♦ In the event of loss, complete destruction, or any damage the Borrower shall pay expense for further storage, conservation and any decrease value determined by the mentioned independent experts.
- ♦ No conservation and other intervention shall occur without permission of the Lender.
- ♦ Any destroyed Object shall remain the property of the Lender.

**II/3.** Liability of announcement and security precautions:

- ♦ The Borrower shall inform the Lender promptly in writing of any damage to or endangerment or loss of the Objects, as well as other circumstances relevant to the Objects.
- ♦ Moreover in the event of any damage which is threatening or has already occurred, all necessary measures shall be immediately taken to mitigate the effect and/or cause of damage.
- ♦ The Lender could take back the loaned objects immediately, if the Borrower does not comply with one or more condition(s) mentioned in that agreement.

**III/ TRANSPORTATION AND PACKING:**

All costs in connection with transport, customs clearance and insurance deemed necessary by the Lender, including any travel costs of an employee of the Lender or a representative delegated by the Lender to accompany the shipment shall be borne by the Borrower.

**III/1.** No packing and transport of the Objects shall occur until after the Lender has received all insurance policy as well as any supplements thereto to the insurance contract, with all necessary powers of attorney and documents as executed originals.

**III/2.** Methods of transport:

- ♦ Objects must be transported in suitable packing. For transportation of sensitive Object the Lender shall request using special crate in which climate is controlled and maintained during transportation. Lender shall decide to transport the Objects with courier.
- ♦ All packing materials and special protecting boxes made by Lender should store safely during the exhibition, preserving any type of damage of them. So all packing materials should reusable after the exhibition.
- ♦ Objects framed or put into special installation by Lender must be displayed in the frame or installation. The installation should not be removed or changed without acceptance and presence of Lender.

- ♦ The Lender may determine the method of transport and the transportation routes to and from the Borrower. The Borrower shall send in writing the name and the references of the transport company just as the insurance policy as soon as practicable, but in any case at least three (3) weeks before the start of lending period.
- ♦ The Borrower shall cover all expenses in connection with the travel and the accommodations of the courier and shall arrange the appropriate accommodation for the duration of travel. The Lender has the right to choose the courier.

**IV. CATALOGUE AND ADVERTISEMENT:**

**IV/1.** The Borrower shall represent both in the catalogues and at the exhibition that the Objects are 'Part of collection of the National Archives of Hungary' and the exact score of the Objects specified in *List of objects & condition report*.

**IV/2.** The Borrower shall be obligated to provide to each collection of the Lender involved in lending for the exhibition at least two (2) copies or sample copies of the catalogue.

**IV/3.** Any reproduction of the Objects requires a separate written permission of the Lender.

**IV/4.** The Lender provides the opportunity for the Borrower to make copies about the Objects before the lending period according to terms of preservation. The Lender shall ensure place and constant control for the photographer of the Borrower.

I accept the conditions of the present agreement.

.....  
Date

.....  
Director

*After signing please return one copy to the National Archives of Hungary.*