



Loan case no.: **2017-...**

LOAN CONTRACT

BETWEEN THE UNDERSIGNED:

LA POSTE – Société Anonyme au capital de 3 800 000 000 euros, with its head office located at 9 rue du Colonel Pierre Avia 75015 Paris, registered on the trade and companies' register of Paris under number 356 000 000,

represented by Mauricette Feuillas, director of L'Adresse Musée de La Poste de Paris,

hereafter referred as "**L'Adresse Musée de La Poste**",

AND

X..... (Name of the borrower institution, address, legal status, registered on the trade and companies' register of under number)

Represented by, in the capacity of

hereafter referred to as "the borrower",

AFTER PRIOR NOTE OF THE FOLLOWING:

The Borrower will hold an exhibition in (city), entitled: "
from to
(specify duration).

For this purpose, the Borrower wishes to borrow items from L'Adresse Musée de La Poste collection.

The Parties have thus entered into communication to determine the conditions required for this loan to be made.

THE FOLLOWING HAS BEEN AGREED UPON:

ARTICLE 1 - PURPOSE

The purpose of this contract is to determine the conditions in which L'Adresse Musée de La Poste will loan the items listed in appendix 1 to the borrower free of charge.



ARTICLE 2 – TERM OF THE LOAN

The borrower promises to comply with the dates given for the duration of the exhibition. The items must be returned within three weeks from the end of the exhibition. L'Adresse Musée de La Poste reserves the right to request early return of all or part of the items in the event of force majeure or if loan conditions are not complied with. L'Adresse Musée de La Poste must be informed by any available means and without delay of any change to the exhibition dates (it reserves the right to refuse these changes) or any temporary closure of the exhibition venue.

ARTICLE 3 – CONSERVATION OF ITEMS

Loans are subject to the borrower's agreement to subscribe to the following conditions of conservation:

- items presented in glass display cases or frames with locks
- exhibition venue guarded or equipped with alarm system day and night; temperature between 18° and 20° and lighting below 100 lux, and 50 lux for philately and graphic items.
- the borrower must take all general safety precautions against fire, in particular: no smoking, materials must be fire-retardant (hangings, etc.), use of CO2 extinguishers that do not damage items.

Any incident or accident which damages a loaned item in any way will be reported immediately to L'Adresse Musée de La Poste. It is strictly forbidden to perform any damage repair operation without authorisation from L'Adresse Musée de La Poste. In the meantime, the borrower will take all necessary conservatory measures, particularly the removal of the damaged item from the exhibition. Restoration costs will be the responsibility of the borrower. L'Adresse Musée de La Poste will choose the restorer and will send its estimate to the borrower.

If items need restoring prior to the loan, the costs of these restorations will be paid by the borrower. The borrower will pay all framing costs.

ARTICLE 4 - INSURANCE

Items must be insured door-to-door (from their departure until their return to L'Adresse Musée de La Poste).

For borrowers inside the La Poste group, the items are guaranteed by an annual policy taken out by La Poste for all heritage collections.

For borrowers outside the La Poste group, the borrower must take out an insurance policy and send a photocopy of the proof of insurance.

The loan of items will be granted by L'Adresse Musée de La Poste only after receipt of this contract signed by the borrower and a photocopy of the proof of insurance.

ARTICLE 5 – PACKAGING, TRANSPORT AND CONVOYING

All costs related to the loan are to be paid by the borrower, namely the packaging, transport and two-way conveying.

Use of a specialist company is recommended and in some cases even required. The dates for departure and return of items must be determined in agreement with L'Adresse Musée de La Poste.

Conditions relating to packaging and transport must be observed for the pick-up and for the return of items to L'Adresse Musée de La Poste (34 blvd de Vaugirard, 75731 Paris Cedex 15) or to the museum's warehouse (14 avenue Sommer, 92160 Antony, tel: 01 46 74 25 57, fax: 01 46 74 25 56)

All item may be convoyed.



Condition of items

On receipt of items, the borrower must make a report of the condition of each item. This report is approved by L'Adresse Musée de La Poste. A second report must be made at the end of the exhibition then a third report when items are returned to L'Adresse Musée de La Poste.

Packaging of items must not be changed: documents may under no circumstances be removed from their frame or protective cover (mylar) and must not be handled in a manner likely to change the state in any way whatsoever (bending, perforation, sticking are strictly forbidden).

Direct transport by the borrower

If the borrower transport items itself, it must provide appropriate vehicle and packaging (boxes, bubble wrap straps, etc.) The museum may refuse to let items be taken if it considers the packaging to be inadequate.

Transport by a specialist company

Transport of items by a specialist company is always required for exhibitions abroad to ensure that customs formalities are always fulfilled correctly.

Convoying

L'Adresse Musée de La Poste may request that particularly fragile or precious items be accompanied by a carrier from the museum which will set up the exhibition.

The borrower is responsible for all costs relating to travel, accommodation and meals of the carrier.

During the outward journey, the carrier is authorised to take items back if safety and conservation conditions appear inadequate.

ARTICLE 6 - COPYRIGHT

The borrower explicitly recognises that L'Adresse Musée de La Poste is only the owner of the physical material of items and does not hold the related property rights. L'Adresse Musée de La Poste is under no circumstances liable for reproductions and/or representations of items made by or on behalf of the borrower.

It is explicitly agreed between the Parties that the borrower must obtain authorisation from the authors, beneficiaries or the ADAGP (Authors in graphic or plastic arts, 11 rue Berryer 75008 Paris, tel: 01 43 59 09 79, www.adagp.fr) before any reproduction and/or representation of items. The borrower must also pay the related copyright fees.

The borrower guarantees that no reproduction or representation will be made that contravenes the intellectual property laws in force.

For any reproduction or representation of postage stamps, the borrower must explicitly request authorisation from La Poste, at Phil@poste (Immeuble Orsud, 3-5 rue Galliéni – 94257 Gentilly Cedex – courriel: stephane.vielle@laposte.fr)

ARTICLE 7 – USE OF THE MUSEUM'S NAME

The borrower promises to indicate "Collection –L'Adresse Musée de La Poste – Paris / La Poste" on all item cartels and any communication documents relating to the exhibition of the items.

Any photographic reproduction made by the borrower must at least carry the indication " Collection - L'Adresse Musée de La Poste – Paris / La Poste". This indication is not a substitute for legal obligations (paternity and rights).

The borrower will send L'Adresse Musée de La Poste a copy of the exhibition catalogue, a copy of communication documents, a press kit and photos of the staging of the exhibition when the items are returned.

ARTICLE 8 - CONTRACTUAL DOCUMENTS

The contract comprises the present provisions and the loan request form for exhibition.



ARTICLE 9 - TERMINATION

In the event of breach of the agreement by one of the Parties of all or part of its contractual obligations, the contract will be automatically terminated with immediate effect if the party at fault, after receiving notification from the other party by registered letter with acknowledgement of receipt stipulating the nature of the fault, fails to remedy the situation within the month following receipt of the said notification.

ARTICLE 10 – APLICABLE LAW – ASSIGNMENT OF JURISDICTION

The contract is governed for interpretation and fulfilment by French law. Any dispute relating to validity, fulfilment, interpretation and extinguishment of the contract, will be subject to the jurisdiction of the Paris Courts and in any case to the competent courts governed by the Paris Court of Appeals.

Signed in....., on

In two copies

L'Adresse Musée de La Poste
Po/Mauricette Feuillas
The curator
Agnès Mirambet-Paris

The borrower

(Sign and initial each page)

