

## TERMS AND CONDITIONS FOR THE LOAN OF WORKS FOR TEMPORARY EXHIBITIONS

### 1. General terms and conditions

The loaned assets may only be used for the requested and authorised purpose. Any change of location and custody of the assets requires written consent from the Consorcio Centro Federico García Lorca (Federico García Lorca Centre, hereinafter CFGL Consortium).

The assets will be returned to the CFGL within the period of validity of the loan. If the borrower is considering the need for an extension, they should declare this in writing a month before the expiry of the loan, with the granting of the extension being discretionary.

All costs relating to the loan shall be borne by the borrower.

The borrower is responsible for the conditions in which the items are preserved, being obliged to adopt the maximum precautions for their safety and security, especially to avoid possible damage due to the ambient and light conditions. No restoration, cleaning or repairs can be carried out without prior written authorisation by the CFGL Consortium. Those elements that are complementary to or accessories to the asset when the loan is made cannot be removed or separated from the asset.

### 2. Loan request

Requesting to borrow works from the CFGL archive shall be done through a letter addressed to the Dirección Gerencia del Centro Federico García Lorca [Management Board of the CFGL], which must be received a minimum of four months in advance of the date of the opening of the exhibition for national exhibitions and eight months in advance for exhibitions outside of Spain.

The loan of any work shall be subject to scientific and technical considerations and always contingent on the state of preservation of the work, which shall be assessed by the Centro Federico García Lorca.

### 3. Aim and content

The loan request shall be accompanied by a report detailing the aim and the content of the exhibition, which shall always specify the following points:

# Centro Federico García Lorca

- a) The purpose of the exhibition and the appropriateness of inclusion of the requested works in the same, given that consent for works to be loaned will only be given when they are pieces that are irreplaceable and directly related to the theme of the exhibition.
- b) Complete list of the requested works, in which the following shall be included:
- Catalogue or call number
  - Author
  - Title
  - Place, publisher or printer; year of publication or printing and, in the case of manuscripts, place and date of production.
  - Volume number and, in the case of periodicals, a specific date, year, month, day and/or publication number.
  - Dimensions
  - Page on which you would like the work to be exhibited, where appropriate.
  - In the case of drawings, paintings, engravings, musical scores, clothing or objects, the technique used, the material or other relevant identifying details are also required.

The number of pieces requested will not exceed fifteen (15) works. If the request exceeds this number, the possibility of widening the number of works will be studied, with attention given to reasons of particular interest of the exhibition or dissemination of the CFGL collections. The CFGL reserves the right to request its inclusion in the credits of the exhibition when its participation exceeds 50% of the total number of works exhibited in the exhibition or when the loan exceeds 50 works.

Any requests in which the works do not appear fully identified will not be authorised.

- c) Location and dates on which the exhibition will take place. Any change of venue and/or dates should be communicated in good time to the CFGL which shall expressly authorise the aforementioned changes.
- d) Facility Report on the ambient and security conditions of the rooms including:
- Planimetry (with location of security arrangements).

# Centro Federico García Lorca

## Ambient conditions:

- Relative humidity level and temperature of the room, including a humidity and temperature chart of the same, at the same time of year and for a minimum length of 15 days
- Light intensity level (lux) and details of the lighting (type of luminaires and whether there are UVA radiation filters) planned for the room and the display cabinets
- Description of the air-conditioning and lighting infrastructures which guarantee the required conditions

## Security conditions:

- The rooms' usual purpose.
- Construction materials.
- Intruder detection systems.
- Alarm systems.
- Surveillance equipment (CCTV or other).
- Fire detection and suppression systems.
- Whether there are security guards (number, schedule, armed or not...)
- Whether there are assistants in the room (number, schedule)
- Plans and characteristics of the display cabinets, external and internal materials that they are composed of, especially those elements which are in direct contact with the works.

The handover of the works is subject to prior approval by the Centro Federico García Lorca of the technical conditions of the room and the display cabinets.

The CFGL may request for the display cabinet to have special conditions to preserve specific works, due to their value or their state of preservation (individual, air-conditioned, data logger, etc.).

- e) Any change in the ambient, security or exhibition conditions or the conditions in which the works are exhibited should be communicated in good time to the CFGL which will need to approve them and which reserves the right to revoke the loan.

## 4. Duration of the exhibitions

# Centro Federico García Lorca

The loan will be made for a single venue; only one journey will be authorised. Books may be open at the same page for a maximum of 90 days. Once this period has elapsed the page shall be changed, which shall always be done by a courier from the CFGL, who will attend under the same conditions established previously, unless the change of page has been expressly authorised by other means. The loan period of a single work will not exceed 180 days (6 months) of actual exhibition in a year, with this period being reducible at the discretion of the custodians of the CFGL.

## 5. Restoration

The Centro Federico García Lorca reserves the right to decide if the works will be restored or not, taking into account the state of preservation and other technical and scientific aspects.

In the case of books, documents, drawings and other visual works the organising entity will cover the costs of the procedure when the CFGL judges it to be necessary.

In the case of paintings and objects in general, all of the costs associated with the restoration shall be borne by the borrower, including the costs relating to transporting and insuring the works for them to be restored outside of the CFGL. When the restoration is done by external contractors, the CFGL will request, whenever possible, a minimum of three quotes, reserving the right to select the one that is most suitable from a technical point of view.

## 6. Export authorisations. Customs

The temporary export of pieces destined for exhibitions taking place outside of Spanish territory is subject to approval by the Junta de Calificación, Valoración y Exportación de Bienes Culturales del Patrimonio Histórico Español [Board of Qualification, Valuation and Export of Spanish Historical Heritage Assets]. The entity organising the exhibition will be responsible for the customs formalities.

All of the documentation necessary for obtaining the relevant Export Permit must be in the CFGL's possession at least a month before the date envisaged for the works to be sent, or a prior date that is established, failing which the Centro Federico García Lorca will not guarantee that the works will be sent.

## 7. Insurance

The borrowing entity should take out an all risks, "nail to nail" insurance policy which will cover the whole period during which the works will be outside of the

# Centro Federico García Lorca

CFGL, including removals, in which the individual value of each work in euros will be specified. The beneficiary will always be the CFGL Consortium and should expressly include the following clauses, without which it will not be considered valid:

- Institute Cargo Clauses (ICCA)
- Institute Strikes Clauses, including terrorism cover while the works are away
- Institute War Clauses
- Liability Waiver Clause
- Depreciation and/or artistic demerit clause
- Malicious damage clause
- Indefinite repurchase option clause
- Museum clause
- Loss settlement clause without deductible
- Collections and sets clause
- Frames clause
- Radioactive contamination exclusion clause
- Glass clause (if applicable)

The organising entity should deliver the insurance certificate to the Centro Federico García Lorca at least 3 days prior to proceeding with the removal of the pieces. In the case of exhibitions taking place outside of Spain, the insurance certificate should be sent to the CFGL at least 7 days before the works leave the CFGL. Under no circumstances will the works leave without the CFGL being in possession of the aforementioned certificate. The CFGL reserves the right to reject the insurance provider proposed by the organising entity.

In the event that the borrower wishes to make use of the State Guarantee system, the express authorisation of the CFGL is required.

## **8. Packing and transportation**

Packing and transportation should be carried out by a company specialising in the transportation of artworks with proven experience in the sector and always in accordance with the specifications laid out by the CFGL. The CFGL reserves the right to reject the transport company proposed by the organisers, in which case another proposal would need to be approved, or another transport company would need to be agreed upon.

# Centro Federico García Lorca

The works shall travel duly packaged, both for the outward journey and for the return, with the packing and unpacking being carried out under supervision by staff from the CFGL. All of the works shall be transported within climate-controlled crates to protect against humidity, changes in temperature, bumps and any other circumstance which could put them in danger. Boxes will be fastened with screws and security seals. All of the costs of packing and unpacking will be borne by the organising entity, and the packing material will remain the property of the CFGL.

The organiser or, in their absence, the transport company, will send to the CFGL a travel plan and a work plan which shall specify the terms of the removal, itinerary and length of stay of the courier, contact details and all other necessary information.

Overland transport of the artworks will be carried out by specially-equipped maximum-security vehicles secured against theft, and fulfilling the existing regulations on transport and security.

For air travel, direct flights will be chosen and, in their absence, those with fewer stops and with the shortest journey time. The works should travel in containers, pallets or extra seats.

As a general rule, when the value of the works exceeds € 250,000 or when the CFGL considers it necessary, the services of a security company will be required during the transfer, at the expense of the organising entity.

The date of packing and transportation shall be agreed between the organising entity and the CFGL. Transportation to the exhibition room will be direct from the CFGL and will not take place more than 4 days prior to the date of the opening of the exhibition, unless expressly authorised by the CFGL.

The borrower shall inform the CFGL of the day on which the items will be collected with one week's notice, once the collection has been authorised.

## **9. Ambient conditions for the exhibition**

The organising entity will observe both the general conditions stipulated in this document, as well as the particular conditions for the transfer and exhibition of each piece which will be detailed in the loan acceptance documentation.

The organising entity shall guarantee the security and preservation of the exhibited works ensuring continuous surveillance 24 hours per day and adequate systems for the detection and extinction of fires.

Humidity and temperature levels, which will generally be between 19° C +/- 1° C and between 40 and 50% HR, will be strictly maintained. Likewise, fluctuations will be avoided, and shall not exceed 1° C or 5% HR per day.

# Centro Federico García Lorca

Lighting shall be indirect, and shall not exceed 50 lux for paper works and between 150-200 lux for paintings. Under no circumstances can works be exhibited in direct sunlight. Windows, glass doors, skylights and any other sources of natural light shall have covers that cannot easily be removed.

The CFGL may stipulate in reports prior to the exhibition the need to vary the recommended levels, where the specific characteristics of the pieces demand it.

The works should be installed in sealed display cases, far away from sources of heat, avoiding the use of any sharp, adhesive or abrasive element that could damage the works. The minimum distance between the inside of the display case and the piece once installed should not be less than 5cm. When the installation of a work does not require a stand and it can rest directly on the base of the exhibition case, this base must be lined with cotton, linen or acid-free museum-quality board. The glass of the exhibition cases must contain a UVA filter.

When it is considered appropriate, the CFGL will install or request the installation within the exhibition cases of humidity and temperature measuring equipment (data loggers).

The CFGL reserves the right to inspect the installation and security conditions of the exhibition rooms, to ask for humidity and temperature charts at any time and to remove the pieces in the event that they judge those charts to be inadequate.

Under no circumstances can the works from the CFGL be filmed or photographed while they are being exhibited, either by private individuals or by the media, irrespective of their reasons, except with the express authorisation of the CFGL.

## **10. Installation of the works**

The works shall be installed following the guidelines provided by the CFGL. In general, books will be placed on made-to-measure stands, of methacrylate, conservation mat board or conservation foam board, taking care that the opening angle matches that mentioned on the status reports. Generally speaking, this should not exceed 90° except in cases where this is expressly indicated.

The stands shall be made and sent to the CFGL for approval prior to the works leaving the CFGL. The design and manufacture costs of the stands shall be borne by the organising entity. The stands shall remain the property of the CFGL if required.

The display cases where the works are installed shall be closed in the presence of the courier from the CFGL and shall not be opened until they are dismantled, unless express authorisation is given by the CFGL and always in the presence of a courier designated by the same.

# Centro Federico García Lorca

The drawings, maps, sketches, photographs, posters, cards and loose pages and any other work that is considered appropriate shall leave the CFGL installed in mat folders made of acid-free card, framed with methacrylate with a museum-quality glare-reduction UVA filter, or, subject to authorisation, with glass with a museum-quality glare-reduction UVA filter or protected according to the specifications provided by the technical staff of the CFGL, although this requirement may be adapted on a case by case basis, at the discretion of the technical staff of the CFGL. The frames will remain the property of the CFGL.

Once installed, the works may not be de-installed nor undergo any kind of handling or moving nor be removed from their location for any reason without the express authorisation of the CFGL and always in the presence of a courier designated by the CFGL. The organising entity will be responsible for the installation and will assume any costs that arise. The installation material will remain the property of the CFGL if so required. Once returned, the works shall be unpacked on the day of delivery or, failing this, and with the prior authorisation of the CFGL, on the day immediately after. The installed works should be de-installed immediately after being unpacked, with any costs that arise being assumed by the organising entity.

## **11. Delivery certificates**

Once the installation has been carried out, the borrower will be granted the temporary loan through a delivery certificate which will be signed by the courier designated by the CFGL and the exhibition organiser. If any circumstance makes it advisable, the state of preservation of the loaned documents and the conditions in which they shall be exhibited in accordance with the characteristics of the material shall be specified on the certificate. If there is no courier the certificates shall be signed digitally.

## **12. Reproduction of documents and catalogue**

Reproductions for security reasons:

The loan of works implies that the CFGL shall have a complete digital reproduction – a backup copy. When the pieces do not, on the date of the loan request, exist in an alternative format of this nature, the requesting entity will bear the costs of obtaining one, calculated according to existing public rates or a quote provided by a specialised company. The digital document will remain the property of the CFGL.

The CFGL will initiate the reproduction of the works once the amount specified in the quote sent by the CFGL or by a specialised company has been paid.

Catalogue reproductions:



# Centro Federico García Lorca

All of the reproductions will be provided by the CFGL. To illustrate the catalogue or any other publication relating to the exhibition, duly identified high resolution digital reproductions in colour can be requested.

If the requesting entity has borne the costs of the security reproductions, they can be provided with these for the catalogue. Otherwise, the cost of reproductions for the catalogue and for public use will be charged in accordance with the current public rates or with the quote provided by the specialised company and will be paid on receipt of the quote. The delivery of the reproductions will be made once proof of payment has been received.

The source of the reproductions will be listed in the photo credits as: Centro Federico García Lorca.

Prior to this, the organising entity will process all necessary authorisations for public use of the items requested, in accordance with existing legislation.

If a catalogue is published, 10 copies shall be sent to the Servicio de Exposiciones del Centro Federico García Lorca [Exhibitions Service of the CFGL].

## 13. Mention of/citation from the Centro Federico García Lorca

Both in the catalogue captions or citations and in the exhibit labels, the CFGL will be cited as follows: “Archivo Fundación Federico García Lorca. Centro Federico García Lorca (Granada)”.

## 14. Couriers of the works

As a general rule and unless expressly specified, the Centro Federico García Lorca will send, together with the works that are being loaned, staff who will supervise the transportation and installation of these in the exhibition rooms. The CFGL will send more than one courier whenever it is deemed necessary according to the number and importance of the works. All of the transport costs, which will be carried out using the means of transport chosen by the CFGL, and accommodation will be borne by the entity organising the exhibition.

The cost of per-diem allowances which shall, under no circumstances, in accordance with the law, be subject to any kind of tax retention, will be calculated in accordance with the official scales laid down for the Ayuntamiento de Granada [Granada Town Hall] or, in their absence, for the Funcionarios de la Administración de la Comunidad Autónoma de Andalucía [Government Officials of the Autonomous Community of Andalusia]. The per-diem allowance will be paid in full regardless of the time of arrival and/or departure. The courier will receive the per-diems in cash before leaving the CFGL or in the exhibition room itself. The borrowers will be responsible for accommodation, with breakfast included, in a 3-star hotel (Superior Tourist) as a minimum, situated close to the exhibition venue.

# Centro Federico García Lorca

In general, couriers will stay in the hotel for 2 days / 1 night in Spain, 3 days / 2 nights in Europe and the Canary Islands and 6 days / 5 nights for intercontinental trips. The CFGL may request longer stays according to the number of pieces loaned or their characteristics. If a longer stay is required in order to install the items, the organiser will bear all of the costs.

For trips that require a stopover, if the courier is required to travel carrying the work, the presence of an agent from the travel company shall be required in the travel transit area(s) to provide support in solving possible incidents – customs procedures, delays, cancellations, etc.

When the works travel with the courier in an airplane passenger cabin, a business-class plane ticket or similar and an additional seat for the carrying case will be required. Moreover, when the duration of the journey exceeds five hours including transfers and/or stopovers, the courier from the CFGL shall travel in business class or similar. The journeys to and from the airport or station and others resulting from the courier's work will be paid for by the organisers in cash upon presentation of the corresponding receipts.

The organising entity will take out an insurance policy covering illness and accidents for the courier when the exhibition is taking place in countries outside of the European Union.

## **15. Return**

Once the exhibition has concluded, the pieces will be returned directly to the CFGL within a maximum period of a week, with the works being packed up within three days maximum of the end date of the exhibition. When receiving the works, the Centro Federico García Lorca will evaluate the state of preservation of the returned documents to detect any possible deterioration.

If any incident occurs the CFGL reserves the right to demand accountability.

## **16. Acceptance of the Terms**

The organising entity shall return to the CFGL the document ACCEPTANCE OF THE LOAN CONDITIONS duly signed, an essential requirement for the loan to be granted.