



SECRETARIAT GENERAL

DIRECTORATE GENERAL OF ADMINISTRATION

DIRECTORATE OF INFORMATION TECHNOLOGY

Please quote: DGA/DIT/IMD/Loan_agreement_YYYYMMDD

Loan agreement

BETWEEN

The COUNCIL OF EUROPE, represented by Mr / Ms,
Head of the Information Management Division in the Directorate of Information Technology, hereinafter
called "**the lender**", of the one part,

AND

.....
..... (name and address of the organisation),
represented by Mr / Ms
..... (name and job),

hereinafter called the "**the borrower**", of the other part,

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1

In accordance with the limits and conditions set out in this agreement, the Council of Europe shall place at the disposal of the borrower the archive documents listed in the appended inventory from [date] until..... (day, month, yyyy).

These archive documents shall not be used for commercial purposes. They shall be exhibited on the occasion of a cultural event taking place from [date] to [date], in [place]: ...

If this agreement is to be extended beyond the period referred to above, the contracting parties shall sign an endorsement to it.

ARTICLE 2

The borrower shall be responsible for the choice of carrier and any related costs. This choice shall be submitted in advance to the Council of Europe, which will approve it provided it is satisfied with the packing and security conditions.

The cost of insurance against any damage during transport and the exhibition shall be borne by the borrower.

The borrower shall undertake to insure each document under an "All Exhibition Risks" policy, with zero excess, including the risks of damage, loss and destruction, with a waiver of recourse and no abandonment of rights to the insurer for the entire duration of the loan (from collection or dispatch until return, including transport) and for the amount indicated below.

The borrower undertakes to send the insurance certificate to the Council of Europe at least one week prior to collection or dispatch of the documents.

No document shall be loaned before receipt of this certificate within the above-stipulated time limit.

The borrower shall immediately inform the lender of any damage to the loaned documents and confirm this in writing.

In the event of damage to the documents, the borrower shall bear the costs of restoration as decided by the Council of Europe.

All costs arising from the execution of the loan agreement (transport costs, including the return of the documents, packing costs, insurance premiums, private viewing expenses and security costs) shall be borne by the borrower.

The value of the documents to be insured is (in euros):

ARTICLE 3

The Council of Europe shall at all times have access to the documents and to the place where they are being exhibited in order to ensure that the agreed conditions have been met, for the entire duration of the loan.

ARTICLE 4

This loan has been granted and accepted in good faith between the parties and in accordance with professional practices, subject to the following clauses, with which the borrower undertakes to comply:

1. The loaned documents may not in any manner be moved to a place other than the address specified in Article 1 without the lender's prior written agreement.
2. The borrower must not use the documents for any purpose other than that provided for in this loan agreement.
3. If a document is not used for the exhibition, the borrower undertakes to inform the lender in order that a decision can be taken on whether or not it should be immediately returned to the Council of Europe.
4. The borrower shall not make any changes to the loaned documents.
5. The borrower may not, with or without charge, transfer the documents referred to herein, nor grant or allow the acquisition of any rights over the said documents.
6. The borrower undertakes, for the entire duration of the loan, to handle the documents correctly and to guarantee the conditions necessary for the preservation of each document (19° temperature, 50% relative humidity, 50 lux lighting), all of which shall be at the borrower's own expense and under his or her sole responsibility.
7. The borrower undertakes, for the entire duration of the loan, to ensure the necessary conditions for the security of each document (guards, alarm system, fire extinguishers, and anti-intrusion system), both day and night, at the borrower's own expense and under his or her sole responsibility.
8. The borrower must not under any circumstances undertake any restoration work in the event of damage.

Special conditions:

- the archive documents must be presented in locked presentation cases
- no material which might mark the document shall be used (sellotape, adhesive putty of the "Blu-Tack" type, glue, drawing pin, tack, staple, paper clip, or thread).
- no Council of Europe numbering shall be removed from the documents.

ARTICLE 5

A description shall be drawn up of the state of each document borrowed.

To this end, an inventory, listing the documents and describing their condition, shall be signed by both parties and appended to this agreement when the Council of Europe hands over the said documents to the borrower. If the documents are sent to the borrower by post, the inventory shall be drawn up and signed by the lender only and sent along with the documents. The inventory drawn up by the lender shall be considered authoritative and the borrower shall be deemed to acknowledge and accept the state of the

documents as described by the borrower in the inventory. If, on receipt of the documents, the borrower disputes the conditions described in the inventory drawn up by the lender, he or she shall immediately inform the lender thereof. It shall be up to the borrower at the time of notification to provide evidence, by means of photographs or any other type of proof, that the documents do not correspond to the description set out in the inventory. Subject to the written agreement of the lender, the inventory shall be modified as appropriate.

When the documents are returned, an inventory describing the condition of the documents on their return shall be drawn up in the presence of the contracting parties and signed by both. If the documents are returned to the lender by post, the lender alone shall check that all the documents are received in good condition. The borrower shall not have the right to dispute the outcome of this verification.

In the event of theft, damage or loss, the borrower undertakes to bear the costs of repair or replacement. This clause also applies if the theft, damage or loss are noticed during the verification carried out by the lender alone when the documents are returned.

ARTICLE 6

A sign stating "*Council of Europe Archives*" shall appear on the exhibition premises and/or anywhere where the loaned documents are exhibited.

In the event that the borrower publishes one or more documents to accompany the exhibition (catalogue, poster, or invitation), he or she shall agree to mention the Council of Europe's participation clearly and legibly at the venue and in all documents designed to inform the public and promote the event. To this end, he or she should contact the Council of Europe to obtain its logo.

Where a catalogue is produced, the borrower shall undertake to send a copy to the lender with the documents, when returning them to the Council of Europe.

ARTICLE 7

The borrower undertakes to return the documents on the date specified in Article 1.

If absolutely necessary, the lender may, subject to fifteen days' notice, require all or some of the loaned documents be returned during the exhibition.

If the borrower fails to honour any of the obligations deriving from this agreement, the lender may demand the immediate return of the loaned documents, without prejudice to compensation for any damage to the documents.

ARTICLE 8

In accordance with Article 21 of the General Agreement on Privileges and Immunities of the Council of Europe, any dispute between the parties to this agreement over the interpretation and implementation of the agreement shall, if the parties are unable to reach a friendly settlement, be submitted to arbitration, as provided for in Rule No. 481 issued by the Secretary General with the approval of the Committee of Ministers (see Appendix).

Done in Strasbourg on
in two originals

Done in on

The lender

The borrower

.....

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