

AGREEMENT

This Agreement made on this day of 15th January 2002 between the Hungarian Ministry of Cultural Heritage (hereinafter called the "MCH") of the ONE PART and the the President of India acting through the Joint Secretary, Department of Culture, Ministry of Culture, Government of India, New Delhi (hereinafter called "Government" which expression shall, unless exclude by or repugnant to the context to be deemed to include its successors-in-interest of the OTHER PART.

WHEREAS the MCH is seized and possessed of and more particularly described in Schedule 'A' hereto (hereinafter collectively and severally referred to "Art Objects", which have been collected by the Ernst Museum, Budapest as commissioned by the MCH.

AND WHEREAS pursuant to the Cultural Exchange Programme agreed to be undertaken by the Government and the MCH, the MCH temporarily lends the aforesaid art objects solely for the purpose of exhibiting the same in an exhibition to be organized by the National Gallery of Modern Art (NGMA) on behalf of the Government.

AND WHEREAS the Government is willing to borrow from the MCH the art objects temporarily and without charge exclusively for the purpose of exhibition in the NGMA for a period of three weeks commencing 22nd December 2001 and ending on 15th January 2002 (herein call "Exhibition period") at the risk, responsibility and cost of the Government (other than costs expressly excluded by the present Agreement) and subject to the terms and conditions hereinafter provided for.



Now these presents witness that in pursuance of the said CEP and in consideration of the mutual promises it is hereby agreed and declared by and between the parties as follows :

1. The MCH shall lend, and the Government shall receive on loan, the Art Objects temporarily solely and exclusively for their exhibition in the NGMA at the entire risk and responsibility of the Government for the Exhibition period.
2. The Government admit and acknowledge the right of possession of the MCH over the Art Objects and the value of each of such Art Objects as shown in Schedule 'A' hereto.
- 3(a) The Government hold themselves responsible for the safety, security, proper maintenance and preservation of the Art Objects, whilst such Art Objects (or any of them) are in their possession and custody ensuring that the temperature and humidity at places where the Art Objects are stored or exhibited will be within the range of F 72^o minus/plus 2^o, humidity 45 to 60% including but not limited to the Exhibition Period, and to hand over to the authorized expert of the MCH each of the Art Objects to be returned as soon as possible after expiry of the Exhibition Period in a condition acceptable and satisfactory to the authorized expert of the MCH.

The two Parties shall agree in advance about the procedure and terms of returning the Art Objects.

The Government shall not be discharge of their respective risk and responsibility as aforesaid unless and until a receipt is granted by or on behalf of the MCH.



Now these presents witness that in pursuance of the said CEP and in consideration of the mutual promises it is hereby agreed and declared by and between the parties as follows :

1. The MCH shall lend, and the Government shall receive on loan, the Art Objects temporarily solely and exclusively for their exhibition in the NGMA at the entire risk and responsibility of the Government for the Exhibition period.
2. The Government admit and acknowledge the right of possession of the MCH over the Art Objects and the value of each of such Art Objects as shown in Schedule 'A' hereto.
- 3(a) The Government hold themselves responsible for the safety, security, proper maintenance and preservation of the Art Objects, whilst such Art Objects (or any of them) are in their possession and custody ensuring that the temperature and humidity at places where the Art Objects are stored or exhibited will be within the range of F 72^o minus/plus 2^o, humidity 45 to 60% including but not limited to the Exhibition Period, and to hand over to the authorized expert of the MCH each of the Art Objects to be returned as soon as possible after expiry of the Exhibition Period in a condition acceptable and satisfactory to the authorized expert of the MCH.

The two Parties shall agree in advance about the procedure and terms of returning the Art Objects.

The Government shall not be discharge of their respective risk and responsibility as aforesaid unless and until a receipt is granted by or on behalf of the MCH.



The document of discharge of responsibility shall be handed over to the Government by the authorised expert.

- 3(b). No physical change of any kind such as fixing of iron rods, nail clamps, etc. may be introduced to the Art Objects in the course of installation of the Exhibition or otherwise by the Government without prior permission of MCH. The crates of exhibits will be stored in covered space during the time exhibition is on display.
- 3(c) The Art Objects shall not be taken out of the exhibition for any purpose except with prior consent of the MCH except in case of accident, fire, earthquake, or the danger of any natural disaster or if that is essentially necessary to avoid the deterioration of or damage to, the integrity of the Art Objects. No exception shall be made to these reservations for any purpose including, but not limited to, the purposes connected with conference or seminar or private research. Copying of any Art Objects or preparation of moulds, etc. in order to make replicas will not be permitted.
- 3(d) The Government must report any case of deterioration, loss or damage to an Art Object (while in possession of the Government) immediately to the MCH with reasonable detail and photographic record. No action of conservation should be attempted on such objects without prior sanction in writing from the MCH unless emergency measures are necessary to prevent further deterioration or damage. Representative of MCH shall have access to all Art Objects and shall have the right to inspect them at any reasonable time while they are in the possession of the Government.



in the presence of the representative of the MCH. The MCH will provide the Government with the condition reports of the Art Objects, which state their condition prior to their packing and shipment to the Indian Side. When the Art Objects are handed over to the Indian side, and when they are handed back to the Hungarian side, a protocol describing the condition of the Art Objects shall be written out and signed by the officials authorised for the purpose.

4. The Government obliges itself to ensure safe custody of the Art Objects. The Government shall be held responsible for any damage that might arise as a consequence of mishandling the Art Objects or failing to observe the stipulations of the Agreement.
5. The MCH shall pay for all expenses in connection with and for Art Objects within Hungary, such expenses will include costs of packing, insurance, international air transport of the Art Objects from Hungary to Airport and back to Budapest, the return air ticket for accompanying experts and incidental expenses until Art Objects arrive at the nominated airport in India.
6. The MCH will insure all the Art Objects with a nationalized insurance company in India at its own expenses, covering "wall to wall all risk" for the full value of each of the Art Objects as specified in schedule "A" hereto and such insurance shall remain effective from the date the art objects are removed from the place of their respective location in Hungary and till the date on which they (and each of them) shall be returned to such location. All benefits under the policy of insurance to be taken out by the MCH shall belong and ensure solely to the MCH



provided always that nothing herein shall annul or abridge the risk and responsibility of the under the foregoing clause 3(a) above.

7. The MCH may for safety purposes, send Art Objects to the Government one or two consignments and the MCH will inform the Government of the date of such shipment which will not be later than 20 December 2001, and the flight number and carrier to be used by cable or telex.
- 8(a) The MCH will supply in advance to the Government all the necessary materials to enable them to print by the NGMA, the catalogue in respect of the Art Objects and the Exhibition thereof. Such material will contain black and white photographs, colour transparencies, if necessary, along with the academic data in respect of the Art Objects. All expenses incurred for the supply of materials will be borne by the MCH. All other expenses in this regard shall be borne by the Government including costs of 100 copies of the catalogue, which will be free of charges, be sent to the MCH by the who shall publish and circulate the catalogues and other publicity materials as may be necessary.
- 8(b) In all public notices or recognition of the exhibition, the organizers will be credited as follows : "Hungarian Contemporary Art exhibition from the collection of Ernst Museum has been organized under the aegis of Indian-Hungarian Cultural Exchange Programme".
9. On the expiry of the Exhibition period, the Government shall return the Art Objects as early as possible but not, in any event later than 18th January 2002. The MCH shall have the right to demand and obtain return of all the Art Objects forthwith at the expense of the Government in case the MCH apprehends or believes that any of the Art Objects is at the risk of being lost, damaged or deteriorated for any reason or that the





safety, security or preservation of the Art Objects is, in the opinion of the MCH, in jeopardy. The decision of the MCH in this regard shall be final.

10. The Government shall pay and bear all expenses and cost to be incurred in implementation of this Agreement or otherwise in respect of the Art Objects or exhibition thereof in the NGMA including mounting the exhibition with proper assistance personnel, customs clearance fees, internal transport, installation, reception, printing of catalogue, publicity and all other related cost and all other incidental expenses. For the purpose of internal transportation and movement of the Art Objects in India, the Government shall be obliged to use Isothermic trucks or any other mode of transport mutually agreed to.
11. The Government shall ensure for the Hungarian expert/experts who will accompany the Art Objects to India services in compliance with the Hungarian-Indian Cultural Exchange Programme for a period of ten days, and for another period of ten days for the Hungarian expert/experts who will go to India to pack and bring back the exhibits to Budapest.
12. The Government will not lease, lend or in any manner part with possession of Art Objects or any of them and shall hold the same solely and exclusively for exhibition to be organized by the NGMA for and on behalf of the Government during the Exhibition Period strictly subject to the terms and conditions of this Agreement. The Government shall also be liable to obtain the prior written permission of the MCH for any change in the programme of the Exhibition in any manner, including but not limited to the date or site of such exhibitions provided that the site of the exhibition shall always be in India and the Art Objects shall



remain in that country only until they are returned to MCH under and in accordance with this Agreement.

13. Notwithstanding anything herein contained, the MCH shall always remain the beneficial possessor of the said Art Objects which shall enjoy the fullest immunity under any law from the attachment, seizure, appointment of Receiver or sale thereof under process or Decree of any court or otherwise whatsoever for any reason.
14. This Agreement shall not be amended or modified except in writing to be signed by all parties hereto.
- 15(a) Any difference regarding the interpretation of this Agreement or any dispute concerning the same shall be resolved through mutual discussions at the appropriate levels of the MCH and the Government, described in the first paragraph of the page one of this Agreement, for an amicable settlement between the parties.
- 15(b) In case of dispute between the parties or otherwise in respect to the objects, it will be settled by majority vote of 3(three) arbitrators. One arbitrator will be appointed by the MCH and one by the Government and the two arbitrators so selected shall appoint the third arbitrator. If the two cannot agree on an appointee, such third arbitrator will be appointed by the President of the International Court of Justice at The Hague in consultation with the parties.
- 15(c) The MCH or the Government - as the case may be - shall be entitled to withdraw from its obligations under this Agreement if the terms of this Agreement are violated by the other provided, however, the party violating the Agreement shall first be given a reasonable opportunity to



cure violation. Such withdrawal may be affected in writing or by telegram followed by a letter of confirmation.

16. The Agreement is subject to the approval of the MCH of one part and the Government of the other part respectively and shall be signed by the parties at the same time.
17. Schedule "A" (list of Art Objects) belongs to this Agreement. This is inseparable from the agreement and shall be signed by the parties.

IN WITNESS WHEREOF the parties hereto through their respective authorized representatives have set their hands hereinto on the day and year first above written.

Executed by On behalf of the
Ministry of Cultural Heritage,
Hungary

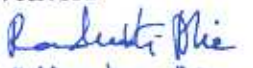
H.E. Mr. LASZLO FODOR



(Signature)

Ambassador, Republic of Hungary
in India

Witness


RADNOTI, A42

Executed by on Behalf of the
Government of India

SHRI K.N. SHRIVASTAVA



(Signature)

Joint Secretary to the Govt. of India
Department of Culture

Witness



Shri Sanjiv Mittal
Director
Department of Culture