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**LOAN AGREEMENT  
PANOPTIQUE D'AUTUN – MUSÉE ROLIN**

**General terms and conditions**

**Between**

**The City of Autun**

Place du Champ de Mars

71400 Autun

Represented by **Monsieur Vincent Chauvet - Maire.**

Hereinafter referred to as « **le Panoptique d'Autun - musée Rolin** » or the « **lender** »,

on the one hand,

**and**

**The Royal Łazienki Museum in Warsaw**

ul. Agrykola 1

00-460 Warsaw

Poland

Represented by **Mrs. Marianna Otmianowska, Director of the Museum**

Hereinafter referred to as « **The Royal Łazienki Museum** » or the « **borrower** »,

on the other hand,

collectively hereinafter referred to as the « **Parties** » and individually as a « **Party** ».

## IT HAS BEEN AGREED AND DECIDED AS FOLLOWS:

### **Article 1: Subject of the loan**

- 1.1 This loan agreement for the works of the Panoptique d'Autun - musée Rolin consists of these general conditions as well as the specific conditions recorded in the loan form for each of the works covered by this loan agreement.
- 1.2 The purpose of this contract is to specify the terms and conditions of the loan of the works of the Panoptique d'Autun - musée Rolin, the list of which is the subject of an annex to these general loan conditions, with, for each work, its insurance value.
- 1.3 The works of the Panoptique d'Autun - musée Rolin, which are the subject of this loan, are hereinafter referred to as the "**Works**" or the "artworks".
- 1.4 The Works are loaned for the purpose of their exhibition in the borrower's premises, which will take place from the 15<sup>th</sup> July to the 15<sup>th</sup> November 2026 and is entitled "***The Nabis: The Prophets of Modernity***". Loan requests must be complied with the facility report.
- 1.5 The borrower may not under any circumstances use the Works for any purpose other than public exhibition, within the limits specified by the provisions of the loan agreement.
- 1.6 It is expressly recalled that the Works are part of the collections of the Panoptique d'Autun - musée Rolin, are listed in its inventories and, as such, are the inalienable and imprescriptible property of the French State in accordance with the legislative and regulatory texts of French law applicable to collections belonging to local authorities, subject where applicable to the specific provisions applicable to works from artistic recovery (MNR, AR, etc.).
- 1.7 The Panoptique d'Autun – Musée Rolin undertakes to lend the Works under the conditions and dates stipulated in this contract, subject, for loans from abroad, to the required authorizations from the French Museums Service at the Ministry of Culture. Any modification concerning the dates and location(s) of exhibition or any other element relating to the loan must be notified in writing to the Panoptique d'Autun – Musée Rolin and is subject to prior agreement under the same conditions.
- 1.8 The borrower undertakes to comply with any request from the Panoptique d'Autun - musée Rolin seeking an order of unseizability of the Works to be taken when the national legislation of the borrower provides for it.

### **Article 2: Costs**

All costs relating to the convoy, the manufacture of the crates, the packaging, the transport, the insurance, the assembly, the installation of the Works and, where applicable, the customs formalities, for both the outbound and return journeys, shall be borne exclusively by the borrower.

The Borrower undertakes to cover the costs associated with preparing the Works for lending, i.e. conservation works in the amount of €535.92, based on an invoice issued by the Lender, with payment due within 14 days of the invoice date.

### **Article 3: Conveying**

- 3.1 All Works loaned by the Panoptique d'Autun - musée Rolin will be accompanied, for each transport, by at least one courier.
- 3.2 The courier will check the condition of the Works at each stage. They will be present during all handling of the artworks, from their removal to their installation. They may make any decision (including the removal

of one or more artworks) they deem necessary for the proper preservation and must ensure that the requested measures are carried out.

- 3.3** In the event that the borrower deems it necessary to move the loaned works or to open the display case in the absence of the courier, prior written authorization must be requested from the Panoptique d'Autun - musée Rolin.
- 3.4** It is specified that the allowance paid to the courier must cover a stay corresponding to the duration of the convoy (transport, arrival and installation of the artworks, stay on site, and return journey for the courier). The allowance must be given to the courier upon arrival. The amount of the *per diem* will be communicated by the Panoptique d'Autun - Musée Rolin to the borrower by simple exchange of letters, it being understood that hotel nights (including breakfast) are at the borrower's expense.
- 3.5** The duration of the courier's stay may be extended in the event of a date change, a delay in the installation of the exhibition, or if the initially agreed conditions are not fully met. Compensation corresponding to the duration of this extension will be paid to the courier by the borrower on the day the extension decision is made, under the same conditions as those set forth in Article 3.4 above.

#### **Article 4: Transportation and packaging**

- 4.1** The packing, transport, and, where applicable, entry formalities into the country as well as customs formalities, will be organized and handled, both outbound and return, by an authorized company specializing in the transport of works of art, and whenever possible by a single company selected by the borrower after approval by the Panoptique d'Autun – Musée Rolin, no later than one (1) month before the departure of the artworks. The same provisions apply to the choice of freight forwarder.
- 4.2** All transport operations must be approved in advance by the Panoptique d'Autun - musée Rolin, no later than one (1) month before the departure of the Works, including the contact details of the carrier, the mode of transport and any possible temporary storage locations for the Works.
- 4.3** The Works will be transported with their mounting and basing devices when such devices exist, unless the Parties agree otherwise.
- 4.4** For conservation reasons, the Works must under no circumstances be subjected to X-ray scanning, the borrower undertakes to take all necessary measures in this regard, unless expressly specified otherwise by the Panoptique d'Autun - musée Rolin.
- 4.5** The type of packaging will be chosen by the Panoptique d'Autun – Musée Rolin. The same packaging and its internal lining must be reused for the return of the loaned artworks. During the exhibition, the crates containing the artworks must be stored in suitable premises.
- 4.6** Subcontracting for the packaging, transport, customs formalities and handling of loaned works is prohibited, except with prior agreement.
- 4.7** No alterations may be made to the packing crates, whether in terms of markings (other than packing labels), painting, or internal rearrangement. The markings on the crates must never include the name "Panoptique d'Autun - musée Rolin" or any indication that they contain works of art.
- 4.8** Upon arrival and departure, the courier will check the condition of the loaned artworks. All unpacking, packing, installation, and removal operations will be carried out in their presence.
- 4.9** Unpacking will take place after the arrival of the artworks in the presence of the courier. In the case of special crates and depending on the nature of the artworks, the Panoptique d'Autun - musée Rolin may

request, at the time of the loan agreement, unpacking twenty-four (24) hours, after their arrival.

- 4.10** At the time of repacking, the artworks and their open crates must remain in the same room (storage or exhibition hall) for at least twenty-four (24) hours. In the case of special crates, it may be requested that they be brought there forty-eight (48) hours before repacking.
- 4.11** The courier will have the opportunity to take all photographs that he deems necessary, during the unpacking, the placement of the Works and/or their repacking, and this for the sole use of the Panoptique d'Autun - musée Rolin.
- 4.12** All freight, transit, and palletizing operations will be carried out primarily in the presence of the carrier, and failing that, by authorized personnel, in accordance with the regulations in force in the country concerned. The borrower undertakes to take all necessary measures to facilitate the presence of the carriers during these operations and to make every effort to obtain the necessary authorizations from the competent authorities.
- 4.13** Motor vehicles transporting the artworks, if applicable, must be equipped with GPS tracking, air conditioning, air suspension, locks, and a fire extinguisher, unless otherwise agreed upon by the Musée Rolin. Three people, including two drivers and one escort, must be assigned to each vehicle. Packaging must be submitted to the Panoptique d'Autun – Musée Rolin. During any stops, a person must always be present in the vehicle.
- 4.14** The air conditioning in vehicles transporting the Works must be operational when they are stationary.
- 4.15** The delivery of the crates transporting the Works, both upon arrival and departure from the borrower's premises, must be carried out in a secure delivery area reserved for the transport of the Works.

#### **Article 5: Setup / installation**

- 5.1** The installation of the works will be carried out in the presence of the courier of the Panoptique d'Autun - musée Rolin and on his instructions.
- 5.2** The installation must be carried out according to the prior instructions of the Panoptique d'Autun - Musée Rolin. The fixing and installation systems must be agreed upon beforehand.
- 5.3** The borrower agrees to provide a detailed document outlining the scenography of the spaces where the Works will be presented.
- 5.4** The premises, as well as the museum installations (scenography, display cases, pedestals, etc.) must be ready for the installation of the artworks as soon as they arrive.
- 5.5** The artworks will be loaned with their mounting and pedestals, if available, unless a specific mounting system has been created for the loan with the prior agreement of the Panoptique d'Autun – Musée Rolin. In the latter case, all related costs will be borne by the borrower. It is strictly forbidden to remove the artworks from their frames or pedestals without the express permission of the Panoptique d'Autun – Musée Rolin.

#### **Article 6: Condition report**

Each artwork will be accompanied by a condition report prepared by the Panoptique d'Autun - Musée Rolin at the time of departure and upon return of the artwork. This condition report will serve as proof

between the parties and will be verified, approved, or possibly supplemented, and jointly signed by the borrower and the courier upon arrival of the artwork at the borrower's premises and upon departure of the artwork from the borrower's premises.

### **Article 7: Exhibition conditions**

- 7.1** The borrower will be responsible for the safekeeping and preservation of the Works at their sole expense.
- 7.2** The borrower undertakes to preserve the Works in accordance with generally accepted standards of exhibition and security and to provide the Panoptique d'Autun – Musée Rolin with any information on this matter upon request. The borrower guarantees to the Panoptique d'Autun – Musée Rolin that the Works will be under continuous and vigilant protection and that the exhibition rooms, as well as the storage areas and any premises where the Works may exceptionally be kept for their safeguarding or preservation, will meet the following light, temperature, and humidity conditions, unless otherwise specified in the special conditions set forth below:
- temperature : 20° celsius (+2 / -2) ;
  - hygrometry : 50 % (+5 / -5) ;
  - light : 50 lux for graphic works, textiles, polychrome wood, photographs. 150 lux otherwise.
- 7.3** The borrower undertakes to ensure climatic stability in the exhibition, delivery and storage space.
- 7.4** The Works must not be exposed to drafts or placed near heating, air conditioning or fire-fighting equipment (sprinklers, etc.).
- 7.5** Works requiring special precautions must be displayed in accordance with the guidelines of the Panoptique d'Autun – Musée Rolin, if necessary, in stable, closed, and alarmed display cases, and installed in the presence of the courier. Before any installation, the borrower must obtain prior written approval from the Panoptique d'Autun – Musée Rolin regarding the scenographic arrangements.
- 7.6** The labels for the loaned works must bear the following inscription: "Panoptique d'Autun - musée Rolin" or any other equivalent inscription subsequently communicated in writing by the Panoptique d'Autun - musée Rolin.

### **Article 8: Conservation conditions**

- 8.1** It is strictly forbidden to carry out any intervention of any kind on the Works, except at the express request motivated by reasons of security and/or conservation, and after agreement of the Panoptique d'Autun - musée Rolin, except in cases of extreme emergency (fire, flood, earthquake...).
- 8.2** The borrower agrees to take all necessary precautions to ensure that the condition of the artworks remains unchanged. Should any problem arise, they will immediately inform the Panoptique d'Autun – Musée Rolin and agree with them on the measures to be taken.
- 8.3** Restorations must be carried out exclusively by restorers designated or approved by the Panoptique d'Autun - Musée Rolin.
- 8.4** Any label affixed to a work of art or its frame that becomes detached must be returned to the courier.
- 8.5** The borrower shall ensure that drinking, eating or smoking is prohibited in the places where the Works are deposited or exhibited.
- 8.6** No protective plate of any kind (canvas, akyver, akylux, perforated hardboard, etc.) should be placed by the borrower on the artwork or its reverse side.

## **Article 9: Insurance**

**9.1** During their transport, to and from, and for the entire duration of the loan, including intermediate stays and transport, the Works will be insured by the borrower, at his exclusive expense, according to the agreed insurance value set out in the appendix to these general loan conditions.

**9.2** Insurance will be taken out after written agreement, and must be sent to the Panoptique d'Autun - Musée Rolin no later than one (1) month before the departure of the artworks. It must be written or translated into French and must include insurance coverage :

- Nail-to-nail, including round-trip transportation (intermediate transport and stays included) and exhibition(s);
- Against all risks of material damage or loss, including those due to force majeure or attributable to the fault of third parties;
- In agreed value;
- In the lender's currency, i.e., euros (€);
- Without deductible;
- Covering the risk of depreciation;
- With a clause excluding recourse against carriers, packers, holders or custodians of the artwork, lenders or custodians, and agents of the lender;
- With express mention of the inalienable nature of the Works in the custody of the Musée Rolin, and therefore exclusion of any abandonment clause. If, after damage or theft, the Artwork is recovered, it is understood that the Musée Rolin will reclaim the artwork and reimburse the insurers for the amount paid out by the insurance company for the damage, taking into account the condition of the Artwork;
- With the following formula (or any other equivalent formula) for "pairs and sets": "In the event of the destruction or disappearance of an insured Work that is part of a lot, a pair, or a set of the same work, the depreciation taken will be assessed for the entire lot, pair or set, and not work by work, it being understood between the Parties that the compensation due under this depreciation may not exceed the agreed value of the lot, pair or set to which the destroyed or disappeared Work belongs" ;
- Covering the risks of earthquake, natural disaster and/or climatic phenomena (cyclones, tornadoes, etc.), war, riot, strike and terrorism during transport and Exhibition;
- and possibly any other extension of guarantees expressly requested by the Panoptique d'Autun - musée Rolin.

All settlement of the claim must be made directly to the lender or its authorized representative, unless otherwise agreed by the Panoptique d'Autun - musée Rolin.

**9.3** In the event that the insurance policies in question contain clauses that the Panoptique d'Autun - musée Rolin deems unacceptable and/or are not presented within the aforementioned time limits, the Panoptique d'Autun - musée Rolin may resort to the insurer of its choice, at the exclusive expense of the borrower.

## **Article 10: Disappearance, deterioration**

**10.1** The borrower shall inform the Panoptique d'Autun - musée Rolin without delay in writing in the event of damage, destruction, loss or theft of the Works.

**10.2** The borrower will bear all related restoration costs.

**10.3** A demand to pay will, where appropriate, be issued by the competent authority, in accordance with the provisions of Article R. 451-28 of the Code du Patrimoine, without this sum being able to exceed the agreed insurance values of the Works set out in the appendix to these general loan conditions.

**10.4** The restoration arrangements will be determined by mutual agreement between the Parties and, failing agreement, by the Panoptique d'Autun - Musée Rolin. The restorer will be appointed by the Panoptique d'Autun - Musée Rolin.

### **Article 11: Reproduction and representation of the Works**

**11.1** Under this loan agreement, the borrower undertakes, prior to the exhibition, to research and credit the authors and/or rights holders of the exhibited works. The lender will provide the borrower, to the extent possible, with the information he possesses.

**11.2** Visitors to the exhibition may be permitted to photograph or film the artworks for their private use. The use of flashes and other lighting devices, as well as tripods, poles, and other stabilizing devices, is prohibited.

### **Article 12: Catalog and publication**

**12.1** The borrower undertakes to reproduce in the catalogue the Works loaned by the Panoptique d'Autun - musée Rolin under the terms of this contract.

**12.2** The borrower must send, free of charge, two (2) copies of the catalogue or publication produced for the exhibition to the Panoptique d'Autun - musée Rolin.

**12.3** The lender's mention in the catalogue must be as follows: "Panoptique d'Autun - musée Rolin" or any other equivalent mention subsequently communicated in writing by the Panoptique d'Autun - musée Rolin, relating to the donors or terms of acquisition of the Works.

**12.4** The poster will be designed by the borrower, who will provide two (2) free copies as well as invitation cards to the opening reception. If a work from the Panoptique d'Autun - Musée Rolin is chosen for the poster, this will be mentioned on the poster itself.

### **Article 13: Duration**

The loan agreement takes effect from the date of its signature by the Parties, for the entire duration of the loan, including the renewal period, and until the effective and complete return of all the Works from the Panoptique d'Autun - musée Rolin.

### **Article 14: Extension**

**14.1** Any request to extend the loan beyond the initially agreed period must be submitted to the Panoptique d'Autun - Musée Rolin no later than one (1) month before the originally scheduled closing date. All costs related to this extension are the responsibility of the borrower.

**14.2** If the Panoptique d'Autun - Musée Rolin grants this extension, a supplementary insurance certificate must be received no later than ten (10) days before the start of the extension. If this extension is refused, the loaned artworks must be returned within the originally agreed timeframe.

### **Article 15: Restitution**

**15.1** The works loaned by the Panoptique d'Autun - musée Rolin must be returned as soon as possible, and at the latest three (3) weeks after the closing of the exhibition.

**15.2** The Panoptique d'Autun - musée Rolin reserves the right to take back the Works, in whole or in part, at any time, if the conditions set out in the loan agreement, including general and special conditions, are not respected.

#### **Article 16: Termination**

In the event of non-compliance by the borrower with the conditions of the loan agreement, including general and specific conditions, it is agreed that the Panoptique d'Autun - musée Rolin may terminate the loan agreement without legal formalities, by simple registered letter with acknowledgment of receipt, subject to the expiry of a period of fifteen (15) days from the sending of a formal notice which has remained unheeded. If the security and preservation of the Works are at risk, the period for formal notice is reduced to twenty-four (24) hours.

#### **Article 17: Disputes, interpretation, jurisdiction and applicable law**

**17.1** For any dispute arising from the interpretation or performance of the loan agreement, including general and special conditions, the Parties agree, before bringing the dispute before the competent court, to seek an amicable resolution of all difficulties. If amicable negotiation fails, jurisdiction is conferred upon the competent courts of the district of Autun, France.

**17.2** Any dispute relating to the interpretation, performance, validity or termination of the loan agreement, including general and special conditions, or any obligation arising from or related to it, shall be governed by French law.

**17.3** A French version and, where applicable, an English version of the loan agreement were signed today in two (2) copies, it being specified that in the event of a conflict between these two versions, only the French version shall be valid between the Parties.

The loan agreement for the works from the Panoptique d'Autun – Musée Rolin consists of:

- general loan conditions, which include as an appendix the list of loaned works with, for each work, its agreed insured value;
- loan forms containing the specific loan conditions indicating particular recommendations regarding the transport and display of the works at the borrower's premises.

#### **Article 18: Special provisions**

**The appendices and amendments form an integral part of the contract.**

**Made in duplicate, Monday, the 5<sup>th</sup> of January 2026.**

**For the lender,  
Vincent Chauvet, Maire**

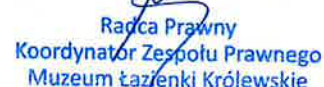
**For the borrower,**

Marianna Otmianowska



Dyrektor  
Muzeum Łazienki Królewskie

Przemysław Bloch



Radca Prawny  
Koordynator Zespołu Prawnego  
Muzeum Łazienki Królewskie

Milena Gorzkowska



Milena Gorzkowska  
Muzeum Łazienki Królewskie

## ANNEX 1 – EXHIBITION *The Nabis: The Prop*

**Accession number:** CH. 145

**Author:** Maurice Denis

**Title:** *Vue de la terrasse de Saint-Germain-en-Laye (Saint-Germain-en-Laye, view of the Terrace).*

**Dimensions** (with frame): height: 20.3 cm, width: 25.6 cm, thickness: 1.5 cm

**Technique:** painting, oil on wood

**Insurance value:** 45 000 €



**Accession number:** CH. 147

**Author:** Maurice Denis

**Title:** *Portrait d'enfant au panier (portrait of a Child with a Basket)*

**Dimensions** (with frame): height: 26.4 cm, width: 18.3 cm, thickness: 1.5 cm

**Technique:** painting, oil on cardboard

**Insurance value:** 50 000 €



**Accession number:** CH. 151

**Author:** Maurice Denis

**Title:** *Au Jardin (In the Garden)*

**Dimensions** (with frame): height: 21.5 cm, width: 29.1 cm, thickness: 2.2 cm

**Technique:** painting, oil on cardboard

**Insurance value:** 50 000 €



**Accession number:** CH. 153

**Author:** Maurice Denis

**Title:** *Terrasse de Saint-Germain-en-Laye: vue du parterre, femmes en chapeaux à fleurs (Terrace of Saint-Germain-en-Laye: view of the Parterre, women with flowered hats)*

**Dimensions** (with frame): height: 24.8 cm, width: 16.8 cm, thickness: 1.6 cm

**Technique:** painting, oil on cardboard

**Insurance value:** 40 000 €



**Accession number:** CH. 158

**Author:** Maurice Denis

**Title:** *Petite blanchisseuse, port de Perros-Guirec (Little laundress, port of Perros-Guirec)*

**Dimensions** (with frame): height: 27.6 cm, width: 28.2 cm, thickness: 2.5 cm

**Technique:** painting, oil on cardboard

**Insurance value:** 50 000 €



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