**Annex No. 4 to the Rules**

on Keeping Records, Preparing, and Sharing Museum Collections of the Stutthof Museum in Sztutowo.
German Nazi Concentration and Extermination Camp (1939–1945).

Location, date……

**LOAN AGREEMENT**

concluded on …………………

between: **Lender**:

Stutthof Museum in Sztutowo, German Nazi Concentration and Extermination Camp (1939–1945), headquartered at: ul. Muzealna 6, 82-110 Sztutowo, NIP: 578-10-36-000, REGON: 000-276-110, NRIK: 27/92,

represented by ……………………………………, and

**Borrower**:……………………………………………………………………………………………………………………………...............................................................................................
represented by ……………………………………...

**§1**

1. The subject of the agreement is the loan of a cultural asset for the purpose of:
…………………………………………………………………………………………
2. The cultural asset being loaned…………………………………………………………., hereinafter referred to as the **"Objects,"** is detailed in the annex to this agreement.

**§2**

1. The loaned **Objects** shall be stored under conditions specified in this agreement and returned in their original condition.
2. The loaned **Objects** may not be subjected to any conservation treatments without a separate agreement.
3. **The Borrower** agrees to handle the transport and use of the **Objects** with due diligence and ensure the same safety standards as for their own assets.
4. Rooms used for storing and displaying the loaned **Objects** must meet all safety requirements as per the Regulation of the Minister of Culture and National Heritage of September 2, 2014, regarding the protection of museum collections against fire, theft, and other risks of destruction or loss.
5. Upon issuing the **Objects**, a transfer protocol shall be signed. Upon the expiration of the loan term, a return protocol shall be signed.
6. **The Borrower’s** representative must present an authorization letter signed by the person representing the Borrower listed above when signing the protocol and receiving the **Objects.**
7. Loan period: from the date of signing the transfer protocol, as mentioned in §2.5, until ………………………………….
8. The loan period may only be extended with the written consent of **the Lender.**
9. The collection and return of **Objects** shall occur at the **Lender’s** headquarters unless otherwise agreed upon by the parties.

**§3**

1. **The Borrower** shall bear all costs related to packing and transporting **the Objects** to their premises and back.
2. **The Borrower** must arrange transport in compliance with the Regulation of the Minister of Culture and National Heritage of September 2, 2014, regarding the protection of museum collections against fire, theft, and other risks of destruction or loss (Journal of Laws of September 19, 2014, item 1240).
3. Handling, packing, unpacking, and transport must be supervised by qualified personnel employed by **the Borrower. The Lender** reserves the right to have a representative present during these activities.

**§4**

**The Borrower** shall return **the Objects** in the condition in which they were received and is fully liable for any loss, damage, or reduction in their condition, regardless of the cause, including accidental loss or damage. In the event of loss or destruction, **the Borrower** is obligated to pay compensation equal to the value of **the Objects** as specified in Annex 1 to this agreement. If damage occurs, **the Borrower** shall cover the costs of conservation. The amount of compensation or conservation costs shall be determined based on a conservation program established by **the Lender.**

**§5**

1. **The Lender** grants permission to use reproductions of the loaned **Objects** exclusively in the exhibition catalog and promotional materials for the exhibition where **the Objects** will be displayed.
2. Any other reproduction, photographing, or filming of the loaned **Objects** requires **the Lender's** written consent.

**§6**

1. **The Borrower** is obliged to include **the Lender's** name, "Stutthof Museum in Sztutowo. German Nazi Concentration and Extermination Camp (1939–1945)," in all forms of information regarding the loaned **Objects**, including captions, labels, publications, and promotional materials.
2. **The Borrower** shall provide **the Lender** with one free copy of the exhibition catalog featuring **the Objects** covered by this agreement, if such a catalog is published.

**§7**

1. Any amendments to this agreement must be made in writing to be valid.
2. All written consents required under this agreement must be in writing to be valid.

**§8**

Matters not regulated by this agreement shall be governed by Polish law, particularly the Civil Code.

**§9**

Disputes arising from the execution of this agreement shall be resolved by the competent common court for **the Lender's** headquarters.

**§10**

This agreement has been prepared in two identical copies—one for **the Borrower** and one for **the Lender.**

**………………………. ……………………**

**Lender** **Borrower**