

ENGLISH TRANSLATION
for your convenience only
the Italian version is the official contract to be signed

Vatican Library
Exhibition Services

Lending Rules

The Vatican Library makes exceptional allowances for a limited number of loans from its collections exclusively for scientific purposes or for important events of a cultural or religious nature. The request for a loan must be submitted by the Entity that is responsible at the site of the exhibition and not by intermediaries. Requests from private individuals or non-institutional entities will not be considered. Permission will not be granted for the loan of manuscripts which have been on exhibition outside of the Library if, at the time of request, less than three years have passed since the last exhibition; the Library reserves the right to exclude from any request the loan of objects which, in the indisputable judgment of Library staff, cannot be transported due to their particular antiquity, rarity, value or delicacy.

2

In making an official request for materials, the Institution must provide a general plan of the exhibition specifying dates, location and details of adequate security and climatic arrangements, as well as a schedule of any possible moves the exhibition may be making to other locations. For the moving of the exhibition from one site to another, a new request and new plan are required.

3

The request for a loan, together with the exhibition project, must be addressed to the Vatican Secretary of State (To His Most Reverend Eminence - Cardinal Tarcisio Bertone – Secretary of State of His Holiness the Pope - 00120 VATICAN CITY- fax +39-06-6988.5255), and to Msgr. Cesare Pasini - Prefect of the Vatican Library, at least **twelve (12) months** in advance to the opening of the exhibition, in order to allow all the preparatory operations to be carried out. The granting of materials on loan is the responsibility of the Secretary of State, upon approval by the Prefect of the Vatican Library.

4

The total duration of a loan, even in the event of multiple exhibitions, may not exceed **four months**. Materials cannot be delivered earlier than five days prior to the opening of the exhibition and must be returned to the Vatican Library as soon as the exhibition closes. Should the opening be postponed, the Prefect of the Vatican Library must be informed at least one month before the date originally planned.

5

The Vatican Library establishes the value for insurance purposes of each item on loan. The requesting Institution is liable for any damage occurred to the material responding directly to the Vatican Library. The Vatican is party to a general insurance policy stipulated with Assicurazioni Generali S.p.A., which provides for the coverage of all the works loaned on exhibitions at particularly advantageous conditions within the term of the effectiveness of the insurance. The requesting Institution, therefore, commits itself to accepting this insurance and bearing all related costs. The insurance has been stipulated in favor of the Vatican Library according to the "nail to nail" -"all risks" formula for the insured value estimated by the Vatican Library and accepted by Generali for each single work.

A special **loan contract** will be executed between the Vatican Library and the requesting Institution. The requesting Institution will be responsible for paying the costs for the registration of the contract with the competent office within the Governorate of the Vatican City State (minimum **€ 218,00**) and the contract will be governed by the laws in force in the Vatican City State. Any possible controversy between the contracting parties will be resolved by the arbitration procedure provided in the contract.

The loan of items will only be granted after a careful assessment of the state of conservation of the requested items. For each exhibition, it is usually not permitted to obtain more than three works (among manuscripts and printed books) and some numismatic items. A conservation record form showing the state of conservation of each piece at the time of the loan will have to be filled out.

Each item given on loan will be accompanied by a loan form, a conservation record form, a photograph of the piece (recent). The loan form must be signed by the requesting Institutions officer in-charge, both at the time of delivery and when the item is returned. **For books, the folio or page to which they will be opened in the glass exhibition case must be indicated. Each item** must be cited in the exhibition with the following caption: “Vatican City, Biblioteca Apostolica Vaticana, ... *location and shelfmark*”; and in the event of publication of a Catalogue: “*location and shelfmark*... ,© Biblioteca Apostolica Vaticana”.

Loans are granted subject to the requesting Institution’s acceptance of the conditions established by the Vatican Library for the proper conservation of the items. They must be exhibited in sealed or alarm-protected showcases and, when they consist in books, **not opened at 180° but at an angle of 90°-100°** and placed on a bookstand; they must not be exposed to direct natural or artificial light; lighting must be limited to **50-60 lux**; on site temperature must be maintained at between **18°C and 20°C** and the relative humidity must be around **45-55%, verifiable by visible measuring instruments**. These conditions must be maintained even when photographic, filming or video operations are being carried out (which may be done only with the express permission of the Vatican Library, and under all circumstances, while the work is inside the showcase). The items must be protected from excessive changes of temperature or humidity even when they are in storage or being moved before and after exhibitions. **Surveillance must be assured twenty-four hours a day.**

The glass cases in which the items are exhibited can only be opened in exceptional cases, exclusively in the presence of a representative of the Vatican Library, and with the express written consent of the Prefect of the Vatican Library.

The **packing** of the loaned items must be carried out by a specialized transport company. The requesting Institution must choose one of the companies from the list provided by the Vatican Library. The Vatican Library reserves the right to check that the packing, terms and conditions of transport and the customs procedures are appropriate. The packing and collecting of the material must be done on the same day. The transporter must produce a duly signed proxy form from the requesting Institution, or an official of the same Institution must be present. The requesting Institution must take full responsibility to respect the conditions specified in more details within the Loan Agreement regarding the packing and transportation of the works.

The items may only be exhibited on the premises designated for the exhibition and may not be removed from such premises. Should any item be damaged, the requesting Institution must immediately inform the Prefecture of the Vatican Library. No restoration work may be undertaken without the authorization of the Prefect of the Vatican Library.

Items on loan must be **accompanied** by one or more couriers from the Vatican Library, who will deliver them to the Director of the exhibition or to a person delegated by the same. The Vatican Library staff will assist in the unpacking operations, checking the state of conservation of the pieces and their installation in the exhibition. All **expenses for the mission** are to be met by the requesting Institution, which will cover travel and lodging costs (taxi, 1st class train, business class air-fares, suitable hotel) as well as the *per diem* for the Vatican Library courier(s) (**€ 50,00** in Rome - **€ 100,00** in Italy - **€ 150,00** outside Italy, each per day). Under no circumstances the participation of the Vatican Library staff in the packing, transport or in any other activity will imply any direct or indirect responsibility on the part of the Vatican Library or the personnel in question, or determine their joint liability or exclude the liability of the requesting Institution or any third party.

For each loan, the Vatican Library charges Institutions a base fee of **€ 1.000,00**, as well as an additional charge of **€ 500.00 for each item borrowed**; in the case of particularly valuable works, the Vatican Library reserves the right to determine an additional contribution. Additional contributions may be charged for expenses necessary in connection with possible restoration and/or exhibition activities (e.g. frames) specific for the exhibition. The total cost of the loan to be charged to the requesting Institution will be calculated on the basis of the items required and undersigned at the time of the signature of the contract.

No costs in relation to the loans requested may be charged to the Vatican Library. All taxes (European Union, government, regional, communal, etc.) are entirely the responsibility of the requesting Institute. Total payment must be made to the Vatican Library at the time of the signing of the loan contract and after the issue of the invoice. In the absence of payment the Vatican Library will not be able to carry out the loan.

The images of the loaned works, or any part of the same can be used by the requesting Institution for promotional or commercial purposes - for example: in a brochure, poster, postcards and catalogues of the exhibition, internet sites of the requesting Institution - only and exclusively with previous written authorization of the Prefect of the Vatican Library. The way in which the images may be used (their presentation, the context in which they can be inserted, as well as the artistic, technical and dimensional features, both in the case of authorization to the use of their paper version and in the case of authorization to the use of their electronic version) will have to be agreed upon between the requesting Institution and the Prefect of the Vatican Library, or another functionary delegated by him. In any case of disagreement, the will of the Vatican Library will prevail and be final. In the case that such permissions are given, the reproduction of the work or part of it will take place as prescribed by the Vatican Library. The Vatican Library, according to its own discretionary judgment, may require the requesting institution to use reproductions which the Vatican already has in its possession, in which case the requesting Institution may not obtain the images from any third party. In any event, the requesting Institution will be bound to destroy or return to the Vatican Library each single reproduction of the work(s) or part of the same immediately, as soon as the reasons and needs why those reproductions had been created will be no longer in place. The Vatican Library reserves the right to request royalties and establish further conditions for the uses authorized, according to the then existing conditions regulating the professional use of the images of the Vatican Library. In no case, will the requesting Institution be authorized to use the images furnished by a third party.

As a fundamental condition of the loan agreement, the requesting Institution will have to declare and warranty that it has never used and never will use any images or the patrimony of the Vatican Library without specific written authorization of the same, and that it has not violated nor will violate any intellectual property or other rights of the Vatican Library.

