

Guidelines for organizing International Exhibitions

From time to time instructions have been issued by the Ministry of Culture for organizing exhibitions abroad in collaboration with International Museums and vice versa for the incoming exhibitions. Keeping in mind the latest trends in organizing such exhibitions involving antiquities and Art Treasures and also recent contemporary art works, the earlier guidelines have been amended and these new guidelines are being issued for strict compliance by all concerned.

International exhibitions (both incoming and outgoing) have been divided into two categories:

Category-I: Incoming/outgoing exhibitions of Antiquities / Art Treasures from one or many museums / individual collections.

Category-II: Incoming / outgoing exhibitions not involving Antiquities / Art Treasures.

The principle of reciprocity should invariably be insisted upon for every request for organizing an overseas exhibition.

Guidelines for organizing Category-I Exhibitions

For this Category of exhibitions involving transaction in Antiquities and Art Treasures between two countries the procedure to be followed for incoming and outgoing exhibitions will be as under:

A. Category-I Incoming Exhibitions:

1. For incoming exhibitions the concerned host institution / museum will firm up the proposal regarding the exhibition directly with the lending institution after carrying out necessary due diligence. As this is an incoming exhibition the approval of the Inter-Ministerial Committee on Exhibitions (IMEC) of the Ministry of Culture is not required.
2. The host museum will be responsible on its own for working out the modalities concerning this exhibition and will be solely responsible for the content of the exhibition, which is exhibited before the public. Before initiating any action on the exhibition proposal it may be ensured by the Director of the host museum that the proposal is submitted before the Board of Management / Trustees or other administrative authority of the museum and requisite approval obtained from it.
3. For conducting such incoming exhibitions the host museum would also have to enter into a formal agreement with the lending institution on mutually acceptable terms and conditions.

B. Category-I Outgoing Exhibitions:

1. All such proposals involving outgoing exhibitions in which Antiquities / Art Treasures are proposed to be displayed outside the country will have to be routed through Inter-Ministerial Exhibition Committee (IMEC) under the Chairmanship of Secretary (Culture). The composition of the IMEC will be as under:

Secretary, Ministry of Culture	Chairman
Additional Secretary & Financial Adviser, Ministry of Culture	Member
Director General, Archaeological Survey of India	Member
Director General, National Museum, New Delhi	Member
Joint Secretary (Museums), Ministry of Culture	Member
Joint Secretary (ICR), Ministry of Culture	Member
Director General, ICCR, New Delhi or his representative	Member
Director, NGMA, New Delhi	Member
Director, NGMA, Mumbai	Member
Director, NGMA, Bengaluru	Member
Representative of Ministry of External Affairs	Member

2. The concerned lending museum will prepare a proposal in consultation with the host museum and work out details of the exhibition, its curator and details of art work etc., and submit the proposal to the Museum Division of the Ministry in the proforma prescribed for this purpose (Annexure-I). Upon receipt of such information the Museum Division will ensure that the proposal is processed and submitted for consideration of IMEC in the next meeting. However, in case of paucity of time in arranging the exhibition, permission for holding the exhibition may be sought from the Chairman of IMEC on case-to-case basis which may subsequently be submitted to IMEC for its ex-post-facto consideration and ratification.
3. All the details of such outgoing exhibitions will be placed before IMEC, in the proforma enclosed as Annexure-I, which will consider these proposals and accord approval depending on the merits. Further, it would also be incumbent on IMEC to appoint a Nodal Agency representing the Government to act as a liaison between the host and lending institutions in order to facilitate the exhibition and also to ensure that the antiquities which are taken outside the country are kept in proper shape and safely transported back to the country after conclusion of the exhibition. For the purpose of appointing a nodal agency IMEC may consider institutions / museums under the Ministry of Culture like the National Museum, New Delhi, the Archaeological Survey of India, Salarjung Museum, Hyderabad, Indian Museum, Kolkata, Victoria Memorial Hall, Kolkata, Allahabad Museum and the National Gallery of Modern Art New Delhi, Mumbai and Bengaluru depending upon the theme and type of exhibition and the antiquities / art treasures proposed to be taken abroad for it. Effort will be made to nominate a nodal agency which is in geographical proximity to the lending museum.
4. Once the proposal is approved by IMEC, it would be conveyed to the concerned lending museum along with the nodal agency, which will ensure further action to actualize the

exhibition in consultation with the host institution abroad. For holding this exhibition both the host and lending institution will have to enter into a formal agreement. A model agreement for supporting this type of exhibition is enclosed (Annexure-II), which could be used by the host and lending institution as per their mutual decision. Conditions of the model agreement could be modified, as per requirement, subject to mutual agreement between the host and lending museums and nodal agency.

5. The following general guidelines may be clearly followed while considering proposals for Category-I (Outgoing exhibitions):

- (a) Antiquities and Art Treasures classified under 'AA' Category shall not be sent abroad.
- (b) Works of art under worship in any form, irrespective of their location and placement, shall not be sent abroad.
- (c) Embedded antiquities and art objects shall not be sent abroad.
- (d) Antiquities which have not been documented by the concerned museum shall not be sent abroad.
- (e) Antiquities and Art Treasures proposed to be taken abroad for exhibitions should have had a minimum clearing for a period of three years i.e. three clear calendar years shall have passed after their return from any previous exhibition. However, in very exceptional cases this provision may be relaxed with specific written permission of the Secretary (Culture), Government of India.
- (f) Antiquities and Art Treasures proposed to be taken abroad for exhibitions should be insured with a nationalized Indian insurance company on wall-to-wall basis.

C. Responsibilities of the nodal agency:

- 1. The nodal agency will be fully responsible for facilitating the exhibition including selection of exhibits in consultation with the host organization, their collection, preparation of their conservation report, packing, unpacking, insuring the exhibits and for safe transportation of the exhibit consignments to the exhibition venues of the host country till they are formally handed over to the representative of the host organization. The lending institution(s) will extend all assistance to the nodal agency for performing the aforesaid responsibility.
- 2. The nodal agency will also sign the agreement with the host institution, on behalf of the lending institution. The nodal agency will further ensure that the antiquities and art treasures are returned to the country within the insurance validity period to the respective museums / institutions concerned.
- 3. Antiquities and Art Treasures should be accompanied by representative(s) of the nodal agency dealing with the exhibition for its safety and to ensure its proper handing over to the host institution. The deputation period of the concerned representative(s) of the nodal agency, who shall accompany the art objects as courier to the host country shall normally be limited to a period of three days (excluding journey time). However, this could be extended up to a maximum number of 10 days subject to actual requirement and justification on a case-to-case basis. The courier will ensure that at the time of handing over the Antiquities and Art Treasures to the recipient agency, a copy of the conservation report of each object is also handed over. In case an exhibition is mounted at several places in the host country, the representative(s) of the nodal agency

shall also be deputed each time an exhibition is dismantled and mounted again. The period of such deputation shall not exceed three days per venue (excluding journey time). Only technically competent persons should be deputed for accompanying the art objects as courier and a roster maintained by the nodal agency to ensure equal opportunity to all technical personnel.

4. The nodal agency shall ensure the return of the Antiquities and Art Treasures to the respective museums/institutions within the time limit of the Temporary Export Permit (TEP) / insurance period after their return and verification by National Screening and Evaluation Committee (NSEC).

D. Responsibilities of the National Screening and Evaluation Committee (NSEC):

1. After the approval of IMEC is obtained and the nodal agency is appointed for an outgoing Category-I exhibition, the nodal agency will endeavour to get the Antiquities / Art Treasures placed before the NSEC for the purpose of evaluation and condition screening. This NSEC evaluation has to be completed at least 3 months prior to the date of opening of the Exhibition.
2. NSEC shall screen and evaluate all Antiquities and Art Treasures which are proposed to be sent abroad for exhibitions. This Committee shall also take a view with regard to their 'Category' and requirements of conservation and shall make specific recommendations in respect of each item / classification, conservation status and insurance value.
3. The Antiquities and Art Treasures on return after the conclusion of their exhibition abroad, shall be examined within 15 days of their return by NSEC, which screened and evaluated the objects before they were temporarily exported overseas.
4. The quantum of insurance for any loss / damage to the Antiquities or Art Treasures shall be determined by NSEC which had evaluated and determined the initial insurance value of the Antiquities and Art Treasures and its decision thereof shall be final.

E. Responsibilities of the Archaeological Survey of India (ASI):

1. The Temporary Export Permit shall be issued on request to the nodal agency by the Director General of ASI as per the terms of the Antiquities and Art Treasures Act, 1972 and Rules, 1973 of the Government of India, for the duration of the exhibition, which will include the period of transit.

Guidelines for organizing Category-II Exhibitions

Exhibitions not involving Antiquities and Art Treasures but other art objects, photographs, posters, digital prints and other items will fall in this Category. Following guidelines may be observed while organizing all Category-II Incoming and Outgoing international exhibitions:

1. For both incoming and outgoing exhibitions the concerned host / lending institution / museum will firm up the proposal regarding the exhibition directly with the lending / borrowing institution / individual after carrying out due diligence. For arranging both incoming and outgoing Category-II exhibitions the approval of IMEC of the Ministry of Culture is not required as no Antiquities / Art Treasures are involved in such proposals.

2. The host / lending museum will be responsible on its own for working the modalities concerning the incoming / outgoing Category-II exhibitions and will be solely responsible for the content of the exhibition, which is exhibited before the public. Before initiating any action on the exhibition proposal it may be ensured by the Director of the host / lending museum that the proposal is submitted before the Board of Management / Trustees or other administrative authority of the host / lending institution and requisite approvals obtained from it regarding holding of the exhibition.

3. For the purpose of their own convenience and safety the host / lending museums may also enter into a formal agreement with the lending / borrowing institutions and decide on the issues of responsibilities of both the sides towards the exhibition, cost sharing etc., as per mutually acceptable terms and conditions between both the parties.

4. For Category-II outgoing exhibitions screening and evaluating by NSEC is also not required as no Antiquities / Art Treasures are involved. However, the host / lending institution may work out the insurance values for the incoming / outgoing exhibitions in consultation with reputed insurance agencies and to make suitable arrangements for getting the exhibits insured on mutually acceptable terms and conditions.

Note: These provisions are subject to relaxation on a case to case basis as and when required with the prior written permission of the Inter Ministerial Committee on Exhibitions of the Ministry of Culture.

Time limits for various actions required to be completed in respect of
Category-I Outgoing exhibitions

Sl No	Action required	Action by whom	Time limit
1	Sending the proposal to Museum Division, MoC along with all details and documents	Lending Museum in India	At least 9 months before the proposed date of exhibition
2	Placing the proposal before IMEC for its approval	Museum Division, MoC	Within 45 days of receipt of the proposal
3	Appointment of nodal agency	Museum Division, MoC	Within 15 days of the meeting of IMEC
4	Screening and evaluation of objects proposed to be sent for exhibition abroad	Nodal agency and National Screen and Evaluation Committee	Within 30 days of the approval of proposal by IMEC
5	Finalization of agreement between nodal agency, lending museum & borrowing museum	Nodal agency	Before 45 days from the proposed date of opening of exhibition
6	Submission of proposal to MoC for deputation of technical person (s) to accompany the exhibition consignment	Nodal agency	Preferably 30 days before the proposed date of opening of exhibition
7	Examination of objects received back after the exhibition abroad	Nodal agency and NSEC	Within 15 days of the arrival of objects in India

Proposal for the Inter Ministerial Exhibition Committee (IMEC)

S No	Name of the Indian Museum / Organization	Name of the Foreign Collaborator	Theme and Title of the Exhibition	Dates of the Exhibition	Venue of the Exhibition	No. of Objects to be loaned and their details (Attach Annexure)	Whether approval of BOM/BOT/Advisory Committee etc obtained	Remarks

Signature of the Director of the Museum

Date

Place

AGREEMENT BETWEEN THE (Name of the Nodal Agency) & THE (Name of the Host Institution) FOR THE EXHIBITION ENTITLED (Name of the exhibition) FROM (Duration of the Exhibition)

THIS AGREEMENT signed on ----- day of 2013, by and between the President of India acting through (Name of the Nodal Agency) Ministry of Culture, Government of India, New Delhi (hereinafter referred to as the GOVERNMENT) of the ONE PART and (Name and details of the Host Institution) (hereinafter referred to as the HOST organization) which expression shall, unless repugnant to the context of meaning thereof, be deemed to include its respective Administrators, successors and permitted assignees of the OTHER PART.

WHEREAS THE GOVERNMENT is seized and possessed of and sufficiently entitled to certain objects of art preserved by the Ministry of Culture, Govt. of India, New Delhi and its associates (other lending organizations and museums) in India, the said objects of Art containing agreed value/insurance value of the said Art Objects/Exhibits being specified in the Schedule "A" hereto (hereinafter collectively and severally referred to as the Exhibits).

AND WHEREAS the HOST Organization has approached and requested the GOVERNMENT to temporarily lend the said Exhibits solely for the purpose of exhibiting the same in the Exhibition "(Name of the Exhibition)" (hereinafter referred to as the Exhibition), to be organized by the Host Organization from (duration of the Exhibition) (excluding the period of mounting and dismounting of the exhibition).

AND WHEREAS THE GOVERNMENT being favourably considered the request of the Host Organization and has acceded to their proposal for borrowing and exhibiting the said exhibits at (Details of venue of the Exhibition) from (Duration of the Exhibition) entirely at the responsibility of the Host Organization and has agreed to lend exhibits through the (Name and address of the Nodal Agency) as the Nodal Agency (hereinafter referred to as the SPONSORING ORGANIZATION, which expression shall include its management and /of successor-in-interest and assigns),on the stipulations, conditions and reservation hereinafter contained.

1. NOW IT IS HEREBY AGREED TO AND DECLARED BY AND BETWEEN BOTH THE PARTIES AS FOLLOWS:-

1. Title : The exhibition is to be called hereinafter referred to as the "(Full title of the exhibition)"
2. Organization and Supporting Bodies : The Exhibition is to be held at (Name and address of the venue of the exhibition) under the auspices of Host Organization.
3. Loan of the Exhibits : The exhibits shall be lent to the Host Organization as per the list of Exhibits-(Schedule "A") annexed herewith, to be an integral part of this Agreement, signed by both parties, for and during the aforesaid period necessary for holding the Exhibition.
4. Packing and Unpacking of Exhibits : Packing and Unpacking of Exhibits in India and (City of exhibition at the Sponsoring and Host Organization will be done by the Sponsoring Organization and the Host Organization in the presence of and under the supervision of the Sponsoring Organization as per standard measures up to the entire satisfaction of the latter, at the cost and expense of the Host Organization (The bearing of cost by the Host shall be subject to the finalization of terms and conditions between the Sponsor and the Host).

5. Inspection of the Exhibits : Before unpacking and packing of exhibits in (Venue of the exhibition) the exhibits shall undergo thorough inspection by the representatives of the Host Organization and the Sponsoring Organization in respect of the conditions of the exhibits with reference to the original condition reports prepared by the Sponsoring Organization.

Transportation and Custom Clearance, etc :

Transportation :

- 6.1 The Sponsoring Organization shall be responsible for the transportation of the Exhibits from India to the Host Organization in (Venue of the exhibition) and also for transportation of the exhibits from (Venue of the exhibition) back to the sponsoring Museum in India. The expenditure involved in this regard shall be borne by the Host Organization through an experienced Fine Art Handling Agent approved by both the parties. (The bearing of cost by the Host shall be subject to the finalization of terms and conditions between the Sponsor and the Host).
- 6.2 The Host Organization shall arrange for the transportation of consignment of the Exhibits from the Airport in (City of the Exhibition) in covered truck under proper security to the venue of exhibition and bestow utmost care and attention while unloading the exhibition consignment from the aircrafts, loading them on to surface transport and unloading them in the exhibition premises in the presence of the representatives of the Sponsoring Organization and Host Organization. The boxes containing exhibits must not be kept in the open or stacked one upon the other.
- 6.3 The Host Organization shall arrange to bring the exhibition consignment (s) directly from the Airport in (City of the Exhibition) to the premises of the Host Organization under custom bond and if necessary get customs examination, conducted in the premises of the Host Organization in the presence of the representative of the Sponsoring Organization. The exhibition consignment shall under no circumstances be opened at the Airport in (City of exhibition) for customs examination or for any other clearance purpose. The Fine Art Handling Agent shall be nominated by the Host Organization and agreed to by the Host Organization and as well as by the Sponsoring Museum.
- 6.4 The boxes containing exhibits shall be opened by the competent technical agents, appointed by the Host Organization having experience in handling fine art objects, in the premises of the Host Organization in presence of Customs representatives and the representative of the Sponsoring Organization who will physically hand over each exhibit alongwith Condition Report prepared at the time of dispatch and its photographs to the authorized representatives (s) of the Host Organization against a proper receipt for each item.
- 6.5 The representative of the Host Organization shall compare the condition Report and Photographs supplied to him/her and mark out or make note of any fresh damage in the form of cracks, chips, bruises etc. that may have occurred while in transit, and get such remarks countersigned by the representative of the Sponsoring Organization. Fresh photographs of damaged portion may be taken by the Host Organization for record and for settling any dispute whatsoever. A copy of the photographs of the exhibits may be taken by the Host Organization for record and for damaged exhibit the photos may also be sent to the (Name and address of the Nodal Agency) the Sponsoring Organization. The empty boxes with packing materials shall be kept separately in closed rooms.

Custom Clearance :

Arrangement will be made by the Sponsoring Organization and the Host Organization to ensure that the crated Exhibits will not be opened for examination outside the premises of the Sponsoring Organization and the Host Organization. If it becomes necessary for the crated Exhibits to be opened for customs examination, the Host Organization shall arrange with the custom officials for the Exhibits to be brought under custom bond directly from the (Airport of the city of exhibition), to the Host Organization premises upon importation into the (Country of exhibition) : such examination shall be conducted with the assistance of experienced art handlers in the presence of the representatives of the Sponsoring and Host Organizations.

7. Delivery of the Consignment :

The Host Organization shall arrange with custom authorities in (Country of Exhibition) for taking the delivery of the consignment containing exhibits packed in the boxes at the (Airport in the city of the Exhibition) immediately upon their arrival. In no case shall the consignments be allowed to remain at the Airport, for more than twenty four hours from the time of its arrival. An authorized representative of the Host Organization shall meet the representative of the Sponsoring Organization accompanying the consignment at the (Airport in the city of exhibition) and take delivery of boxes containing exhibits. The name of the representative of the Sponsoring Organization as well as the Host Organization will be intimated in advance.

8. Handing over the Exhibits :

The Handing over of exhibits will be done by the representative of Sponsoring Organization on the premises of the Host Organization to the representative of the Host Organization in the presence of the authorized representatives of the Host Organization.

9. Display of the Exhibits :

9.1 The Host Organization shall ensure that the galleries where the exhibits are to be displayed must be fully equipped with adequate lighting system and should maintain temperature around $21^{\circ} (+/-1^{\circ})$ Celsius, and relative humidity at constant level, which should be between 50 % and 55%. To maintain such condition in the galleries, and in case of failure of power supply, stand by generator and other relevant equipment should be provided by the Host Organization.

9.2 The exhibitions/exhibits shall not be taken out of the galleries or removed from their pedestals and showcases for any purpose except with prior consent of the Sponsoring Organization and the Indian Embassy in (City of exhibition) in writing, except in case of emergency such as accident, fire, earthquake, etc. No exception shall be made to these reservations for any purpose connected with conference, seminar or private, copying any art object or preparation of mould, etc. in order to make replicas shall not be permitted.

9.3 No physical change of any kind, such as fixing of iron rods, nails/clamps, etc. will be attempted in the process of installation of the exhibition or otherwise, in respect of the exhibits by the Host Organization. However, cushioned clamps can be used, if necessary, but they should be inconspicuous.

9.4. In case any damages or deterioration is found in the condition of the exhibits during the period of the exhibition, and responsibility for it, shall be ascertained by the representative of both parties. In such a case, the parties will use the photographs taken before their dispatch and the Conservation Reports prepared by the Sponsoring Organization and those prepared by the Host Organization upon their arrival (Venue of Exhibition) while they come in possession of the Host Organization, or any other relevant evidence.

9.5. In case of any damage or deterioration of the exhibits, the Host Organization must immediately report this to the Sponsoring Organization. No action of conservation and/or restoration should be attempted on such exhibits unless emergency measures so require which in such case, must be agreed as emergency by the Sponsoring Organization in writing.

9.6 The representative of the Sponsoring Organization shall have the right to withdraw all or any exhibits from the exhibition in case proper security and technical requirements for safety of exhibits as stated in the Agreement are found inadequate.

9.7 The representative of the Sponsoring Organization will have the authority to inspect at any time the loaned exhibits which are in the custody of the Host Organization, whether in display or in storage, if/ he/ she deems it necessary to do so.

9.8 If any, exhibit(s) is (are) damaged while in possession of the Host Organization, same shall be returned to the Sponsoring Organization in whatever condition it is (these are). The amount of insurance fixed for exhibits shall also be paid to the Sponsoring Organization by the Host Organization.

9.9 Any sum received by the Sponsoring Organization in accordance with the provision of the insurance policy shall satisfy the Host Organization's liability under this Agreement to the extent of the amount so received. The Host Organization will treat it as strictly confidential as far as possible, all information relating to the amount of the sum insured by the insurance policy and the Host Organization will not disclose the same to any third party without the written consent of the Sponsoring Organization.

9.10. If any exhibit is lost while in the custody of the Host Organization, Host Organization shall make all possible efforts to trace the exhibit(s) through the help of local police at its own cost. Meanwhile the Host Organization shall have to pay the Sponsoring Organization the agreed insurance value of the exhibit(s) as an interim arrangement. As soon as the lost exhibit surface, and is returned in its original condition to the Sponsoring Organization, the amount paid as compensation will be refunded. In the event, it is not traced : The amount paid shall not be refunded. The ownership right of the exhibit(s) of the Sponsoring Organization shall not be absolved by paying the amount as compensation.

10. Insurance :

10.1. The Sponsoring Organization shall arrange the insurance cover of the exhibits during the whole period of time beginning with the taking out of the exhibits from the Sponsoring Museum/Lending Organization in India and ending with their return to the Sponsoring Museum/Lending Organization in India, on wall-to-wall basis.

10.2 The Sponsoring Organization hereby agrees for comprehensive insurance of the loaned exhibits mentioned in Article 3 for the value assessed by the National Screening & Evaluation Committee-(of India) on wall-to-wall basis by an Indian Nationalized Insurance Company recognized by the Government of India . The expenditure of the comprehensive insurance shall be borne by the Host Organization. (The bearing of cost by the Host shall be subject to the finalization of terms & conditions between the Sponsor and the Host Organization).

10.3 Both parties shall comply with the terms & conditions contained in the Insurance policy and shall do nothing either by act or omission to vitiate the Insurance Policy of the exhibits.

11. Return of the Exhibit :

The Host Organization shall return the exhibits to the Sponsoring Organization and its associate supplying them within 15 days of the closing of the exhibition (Date of closure of the exhibition) and in any case before the expiry of the Insurance cover.

12. Airlifting of the exhibits and their escorts and invitation to official concerned :

The exhibits shall be airlifted in consignments and shall be escorted from India to Host Organization by two representatives of the Sponsoring Organization, who will stay in (City of the exhibition) till the checking, handing over and mounting of the exhibits/exhibition is over.

When the exhibition is over, two representatives (one conservator & one curator) of the Sponsoring Organization shall be deputed to (City of exhibition) to escort back the exhibits in two consignments to the (name & address of the nodal agency).

13. Security of the exhibits :

The Host organization shall be responsible for the security and safety of the exhibits during their packing, unpacking, carriage both ways, by air or road, or any other means of transportation, as well as during the entire period the exhibits are in (country of exhibition).

14. Cost

Entire cost including International Transportation and Internal Transport in India and (country of the exhibition) unpacking & packing of the exhibits for the exhibition as well as the display and arrangements and all necessary security at the exhibition shall be borne by the Host Organization. The Host Organization shall guarantee all other payments in India and (country of the exhibition) that are required in connection with this exhibition and which are not specifically mentioned in the agreement. (the bearing of cost by the Host shall be subject to the finalization of terms & conditions between the Sponsor and the Host).

15. Couriers

15.1. The Host Organization agrees that the Sponsoring Organization will dispatch a maximum of ----- Couriers (hereinafter collectively and/or individually, as the case may be called the Couriers) Composition of the couriers and the period of their stay in (country of exhibition) is indicated below. The Host Organization will bear the expenses n their local hospitality including hotel accommodation with all charges and taxes, travelling expenses of the Couriers including to and fro airfares between India and (Country of exhibition) Internal transport in (country of exhibition) related to exhibition and per diem at the rate of \$ per day, per person and medical aid, if any so require. The place of their stay shall not be too far from the premises of the Exhibition. (The bearing of cost by the Host shall be subject to the finalization of terms and conditions between the Sponsor and the Host).

The Sponsoring Museum shall intimate the Host Organization about the schedule of travel of courier(s) each time.

15.2. The Couriers shall be responsible for the following service and performance as representative of the Sponsoring Organization in co-operation with the Host Organization during the period of their dispatch : To give appropriate guidance and supervise the overall performance and enforcement of the Agreement so that the exhibits may be handled, treated moved safely

and kept secure at each occasion of packing, unpacking, exhibiting, withholding, shifting, loading and unloading.

16. Delegation :

The Host Organization shall invite one person, designated by the NODAL AGENCY to attend the opening ceremony of the Exhibition for about one week. The Host Organization in (City of exhibition) shall bear the expenses on international airfare, hotel accommodation charges (room charge and tax thereof) in (City of Exhibition), travel expenses in (City of Exhibition) necessary and related to the exhibition, medical aid, (if required) and per diem @ \$. The Host Organization shall make appropriate arrangements for his/her stay in (City of Exhibition). (The bearing of cost by the Host shall be subject to the finalization of terms and conditions between the Sponsor and the Host.

17. Catalogue and Promotional Material

17.1. The Host Organization shall edit and publish a catalogue for the exhibition in English, as well as art folio/posters and other publicity material at its own cost, based on explanatory materials to be provided by the experts of the Sponsoring Organization. The Host Organization shall provide 20 copies of the catalogue and 15 copies of other publication brought out at the time of the Exhibition to the Sponsoring Organization free of cost and bear freight charges on their shipment from (City of exhibition) to (Name and address of the Nodal agency).

17.2. Photography or making replicas, slides or any form of reproduction of the exhibits is strictly prohibited for commercial purposes. However, permission is hereby granted by the Sponsoring Organization to the Host Organization to allow the press and TV companies to advertise the Exhibition and TV programme related to the exhibition. The Host Organization may produce, use and/or put for sale the posters, post -cards and other publicity materials and related merchandise only during the period of the exhibition.

18. Related Programming for TV :

18. 1. The Sponsoring Organization shall co-operate to the greatest possible extent with the production of the TV Programmes related to the exhibition (including programme aimed at promotion of the exhibition) to be produced by the Host Organization. Copyright to such TV programmes shall belong to the Host Organization.

18.2. The Sponsoring Organization will be the Academic and technical collaborator in the Exhibition and all related TV programmes. The Sponsoring Organization accepts that these programmes will be broadcast within (Country of exhibition) as well as there may be possibilities for them to be broadcast overseas. The Sponsoring Organization also accepts that there will be secondary usage of the programmes in form of video production and the publication of memoir to introduce the inspiring cultural heritage of India.

18.3. After the broadcast of the programmes, the Host Organization will provide the Sponsoring Organization ten video CDs five VHS (PAL System), tapes, five DVDs (in the event the said are manufactured).

19. Closing of the exhibition :

After the closing of the exhibition, exhibits will be dismantled by the competent technical agent appointed by the Sponsoring & Host Organization, experienced in handling the art exhibits and will be packed in the same boxes in which those exhibits were sent to (City of exhibition), in the presence of the representative of the Sponsoring Organization, shall also provide extra

packing materials if need be, and manpower for lifting, shifting and loading on trucks at the airport in (City of exhibition).

20. Obligation on the part of the Sponsoring Organization, including Financial Liabilities :

The Sponsoring Organization (Nodal Agency) shall fulfill the following obligations including the Financial Liabilities.

20.1. Shall collect, conserve, pack, manage, maintain and ensure the safe arrival of the exhibits at the venue of the exhibition in (Name of City of exhibition). The expenditure on this account will be borne by the Host Organization. (The bearing of cost by the Host shall be subject to the finalization of terms and conditions between the Sponsor and the Host).

20.2. The Sponsoring Organization (Nodal Agency) shall have no financial liabilities in respect of organizing the exhibition in (City of exhibition).

20.3 Shall be responsible for escorting the transportation of exhibits from lending institutions in India to New Delhi and to (Airport in the venue city of exhibition) and after closing of the exhibition in (City of exhibition) will escort back all exhibits to the (Name and address of the Nodal Agency) and their final return to the lending institution. The entire expenditure will be borne by the Host Organization. (The bearing of cost by the Host shall be subject to the finalization of terms and conditions between the Sponsor and the Host).

20.4. Shall provide comprehensive insurance cover of the loaned exhibits of the value assessed by the National Screening and Evaluation Committee, India, in accordance with Article to of this agreement by an Indian Nationalized insurance Company recognized by the Government of India. The expenditure on this account will be borne by the Host Organization . (The bearing of cost by the Host shall be subject to the finalization of terms and conditions between the Sponsor and the Host).

21. Obligation on the Part of the Host Organization, including the Financial Liabilities.

The Host Organization shall fulfill following obligations including the financial liabilities.

21.1. The Host Organization accepts full responsibility for security and safety of the loaned exhibits from the time of their arrival at the Airport in (City of exhibition) and during the entire exhibition period till their return to the Sponsoring Organization, New Delhi, India.

21.2. Shall guarantee and ensure the return of loaned exhibits within 15 days after the closure of Exhibition in (City of Exhibition) to the (Name and address of the Nodal agency).

21.3 Shall strictly comply with all scientific and technical requirement (such as temperature, humidity control, lighting system, etc) for display of the exhibits.

21.4 Shall provide adequate security and vigil for the exhibits round the clock by electronic gadgets and qualified guards in required numbers.

21.5. Shall provide covered surface transport for the transportation of the Exhibition consignment (s) from (Airport in the venue city of exhibition) to Host Organization and from Host Organization to (Airport in the venue city of exhibition) with adequate security.

21.6. The exhibits are to be airlifted in consignments and the consignments will be escorted by the representatives of the Sponsoring Organization, who will stay till the checking and handing over of the exhibits and their installation is complete in all respects. International air fare, accommodation, local transport and per diem @ \$.. per person per day, shall be provided by the

Host Organization to the representatives of the Sponsoring Organization. The place of their stay is expected to be not far from the place of the exhibition in (City of Exhibition). Entire expenditure shall be borne by the Host Organization. (The bearing of cost by the Host shall be subject to the finalization of terms and conditions between the Sponsor and the Host).

21.7. Shall provide manpower, material for loading, unloading, mounting, dismounting, packing, unpacking and shifting of the exhibits from the time of their arrival in (City of exhibition) till the time of their return from (City of exhibition) to the (Name and address of the nodal agency) and lending institutions in India.

21.8. Shall provide medical treatment to the representatives of the Sponsoring Organization in case of his/her illness during the period of his/her deputation to (City of exhibition). (The bearing of cost by the Host shall be subject to the finalization of terms and conditions between the Sponsor and the Host).

21.9. Shall guarantee the payment of maintenance and per diem of @ \$.per person, per day to the representatives of the Sponsoring Organization accompanying exhibits, on the same terms and conditions in case of his/her being held on the territory of (City of exhibition) because of unforeseen circumstances. (The bearing of cost by the Host shall be subject to the finalization of terms and conditions between the Sponsor and the Host).

21.10. Shall invite one person designated by the NODAL AGENCY to attend the opening ceremony and pay per diem @ \$ --- besides international airfare, lodging and transport in (City of exhibition). (The bearing of cost by the Host shall be subject to the finalization of terms and conditions between the Sponsor and the Host).

21.11. Shall provide photographic documentation of the exhibits on display in the exhibition.

21.12. Shall take responsibility of all expenditure such as :

(a) Shall bear all the expenses on international airfare (to and fro) and local transport for four couriers, in addition to one delegate to be invited at the time of inauguration of the exhibition in (City of exhibition)

(b) Payment of accommodation, local transport in London, per diem @ \$ - per day to the accompanying Couriers of the consignment(s), and to the representatives staying in (City of exhibition) while mounting and dismounting the exhibits.

21.13. Shall guarantee all other payments and expenditure in India and (City of exhibition) that are required in connection with this Exhibition and which are not covered in terms mentioned in this clause. (The bearing of cost by the Host shall be subject to the finalization of terms and conditions between the Sponsor and the Host).

21.14. Shall guarantee that any Map to be published or displayed in connection with the exhibition showing the international boundaries of the participating countries, specially the map of India should be duly approved by the Survey of India, Government of India. It shall be the duty of the Host Organization to get prior approval of such geographical material of the exhibits in this regard from the Indian Embassy /High Commission in (Country of exhibition).

21.15. Notwithstanding anything contained in this Agreement, the Host Organization agrees and accepts that the Sponsoring Organization reserves the right to acquire the return of all the exhibits of anyone or more of them, if the Host Organization shall be in breach of any of the provisions of this Agreement and if the Host Organization shall fail to comply forthwith any such requirements.

21.16. Shall guarantee that Host Organization will bear entire expenditure in organizing this exhibition beside payment of internal expenditure in India in connection with collection of exhibits, packing, transportations, preparation of condition reports, convening and arranging the meeting of National Screening and Evaluation Committee of India. (The bearing of cost by the Host shall be subject to the finalization of terms and conditions between the Sponsor and the Host).

22. Amendment to the Agreement :

Any amendment to this Agreement will be effective only if it is agreeing in writing and signed by the duly authorized signatories of both the parties.

23. Settlement of Dispute :

Any dispute arising from this Agreement, or in connection with it, shall be settled by direct and friendly negotiation between the parties concerned and in consultation with the Embassy of India/High Commission of India in (Country of Exhibition). In case, the dispute is not settled by mutual negotiations, the matter will be referred to Arbitration with its venue in India and Indian Laws shall be applicable including the Arbitration and Conciliation Act, 1996 of India.

24. Consultation :

Any matter not provided for in this Agreement shall be dealt with through consultation between the parties hereto. This Agreement shall come into force from the date of its signing by the duly authorized signatories of both parties.

25. This Agreement is being entered into in pursuance of Minutes of the ----- Meeting of Inter Ministerial Exhibition Committee held on (Date of the meeting of IMEC) and Letter No..... dated -----of the Ministry of Culture, Government of India, New Delhi.

IN WITNESS WHEREOF the official seals of the (Name of the Nodal Agency) (Name of the signatory) Ministry of Culture, Government of India, New Delhi for and behalf of the President of India, and (Name of the signatory for Host along with full address) have hereunto set their hands on the day and the year first above written. The Parties hereto have executed this Agreement in English, in duplicate each party retaining one copy thereof.

