

SECRETARIAT GENERAL

Directorate General of Administration and Logistics

DIRECTORATE OF INFORMATION TECHNOLOGY



Please quote: DGAL/DIT/ILCD/Loan_agreement_..... (yyyymmdd)

Loan agreement

BETWEEN

The COUNCIL OF EUROPE, represented by Mr / Ms,
Head of the Information Lifecycle Division in the Directorate of Information Technology, hereinafter called
"the lender", of the one part,

AND

.....
..... (name and address of the organisation),
represented by Mr / Ms,
..... (name and job title),
hereinafter called the "the borrower", of the other part,

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1

The Council of Europe shall place at the disposal of the borrower the archive documents listed in the
appended inventory until (dd month yyyy).

These archive documents shall not be used for commercial purposes. They shall be exhibited on the
occasion of a cultural event:

If this agreement is to be extended beyond the period referred to above, the contracting parties shall sign a
rider to it.

ARTICLE 2

The borrower undertakes not to use the loaned documents for purposes other than those specified in
Article 1.

The cost of insurance against any damage during the exhibition shall be borne by the borrower, who
undertakes to hold the exhibition in a room that offers satisfactory security conditions (a room that can be
locked, suitable hygrometric conditions, etc).

The cost of transporting the documents, insuring them during transport, holding a private viewing and
security shall be borne by the borrower.

The value of the documents to be insured is (in euros):

Council of Europe

Tel.: +33 (0)3 88 41 20 00

F-67075 Strasbourg Cedex

+33 (0)3 88 41 24 68

<http://www.coe.int>

Fax: +33 (0)3 88 41 37 67

ARTICLE 3

An inventory signed by both parties and appended hereto shall be drawn up on the departure and arrival of the documents. When the documents are returned, an inventory of the documents handed over shall be made in the presence of the contracting parties and signed by them. In the event of damage or loss, the borrower shall be held responsible.

ARTICLE 4

A sign stating "*Council of Europe Archives*" shall appear on the exhibition premises and/or anywhere where the loaned documents are exhibited. The borrower undertakes not to lend or dispose of the documents.

ARTICLE 5

The borrower undertakes to return the documents on the date specified in Article 1.

If absolutely necessary, the lender may, subject to fifteen days' notice, require all or some of the loaned documents be returned during the exhibition.

If the borrower fails to honour any of the obligations deriving from this agreement, the lender may demand the immediate return of the loaned documents, without prejudice to compensation for any damage to the documents.

ARTICLE 6

In accordance with Article 21 of the General Agreement on Privileges and Immunities of the Council of Europe, any dispute between the parties to this agreement over the interpretation and implementation of the agreement shall, if the parties are unable to reach a friendly settlement, be submitted to arbitration, as provided for in Rule No. 481 issued by the Secretary General with the approval of the Committee of Ministers.

Done in Strasbourg on
in two originals

Done in on

The lender

The borrower

.....

.....