

## Protokoll fört vid enskild föredragning

Utbildnings- och kulturavdelningen  
Allmänna byrån, U1

Beslutande  
Minister  
Annika Hambrudd

Föredragande  
Avdelningschef  
Niklas Stenbäck

Justerat  
Omedelbart

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### Nr 3

Lån av vrakchampagnefynd för utställning  
ÅLR 2022/10138  
63 U1

#### Bakgrund

LWL-Museum für Archäologie, Westfälisches Landesmuseum i Herne, Tyskland, anhåller om att få låna en av de champagneflaskor som bärgats ur vraket M1 Fö 403.3 för att visas i en utställning i museet som planeras pågå från juli 2023 till september 2024.

Utställningens arbetsnamn är "Excavating Yesterday - The Archaeology of Modernity and Contemporary History" och den handlar om att lyfta fram arkeologiska undersökningar från senare tider. Enligt utställarna har dessa undersökningar länge varit en integrerad del av det arkeologiska arbetet men detta återspeglas dock sällan i allmänhetens uppfattning om ämnet arkeologi, trots regelbundna rapporter om spektakulära fynd i media. Många regionala och internationella arkeologiska platser och deras fynd från 1800-talet fram till idag kommer att presenteras i utställningen.

#### Beslut

Beslutades att bifalla LWL-Museum für Archäologie, Westfälisches Landesmuseum i Herne, Tyskland anhållan och tillåta att flaska A46 från vraket M1 Fö 403.3 lånas ut för att visas i deras utställning under perioden juli 2023-september 2024. Flaskan ska återlämnas till Ålands landskapsregering före 2024 års utgång.

LWL-museum für Archäologie, Westfälisches Landesmuseum bär ansvaret och kostnaderna för packning, transport, försäkring samt alla övriga kostnader som uppstår i samband med lånet, se även bifogat avtal. Bilaga 1, U123E03.

Landskapsregeringen utgår ifrån att materialet presenteras på ett vetenskapligt och faktamässigt korrekt sätt samt förbehåller sig rätten att ta del av den slutliga utställningstexten gällande champagneflaskan innan utställningen öppnar.

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## LOAN AGREEMENT

The following Loan Agreement is made between

The Government of Åland Islands  
Department of Education and Culture  
PB 1060  
AX-22111 Mariehamn, Åland,  
represented by Annika Hambrudd  
(**Lender**)

and

The Landschaftsverband Westfalen-Lippe, LWL Museum of Archaeology and Culture –  
Westphalian State Museum Herne, Europaplatz 1, 44623 Herne, Germany,  
represented by Dr. Doreen Mölders  
(**Borrower**)

### §1 Loan Items

The Lender entrusts the Borrower

For the exhibition: "Modern Times. Archaeological Finds of Modernity and their Stories"  
ODER Graben im Gestern – Archäologie der Moderne und Zeitgeschichte (working title)

Location of the exhibition: LWL Museum of Archaeology and Culture – Westphalian State  
Museum Herne

Duration of the exhibition: 07.09.2023 to 18.08.2024

Loan period: 15.05.2023 to 30.09.2024

the items listed in Appendix 1, which is an integral part of this Agreement.

## **§2 Loan Period and Loan Location**

When the loan period expires, the loan items are to be returned to the Lender unsolicited and immediately. An extension to the loan period can be agreed upon in writing one month before the end of the originally agreed loan period.

The loan items may only be used for the exhibition and location detailed above. Any change in the location where the items are to be kept shall require the written permission of the Lender.

The loans can be reclaimed by the Lender for important reasons before the end of the loan period. In addition to the improper care and conservation of the loaned items, the violation of these contractual provisions and the Lender's own requirements shall be considered important reasons.

## **§3 Lending Conditions**

The Borrower shall arrange for all precautionary and protective measures necessary for the protection of the loan items.

The Lender or his agent shall be permitted access to the loan items at any time. He may demand the immediate return of loan items at the expense of the Borrower, if the required conditions are not met. No claims for compensation may be made against the Lender in this case.

The Borrower is obliged to inform the Lender immediately in case of any change or damage to, or any loss of the loan item. The Borrower undertakes not to modify the loan item in any way whatsoever, in particular not to carry out any restoration work or to have such work carried out without prior consultation with the Lender. The production of copies is only permitted with the express permission of the Lender. The removal of or modification to parts of a loan item (e. g. casing, frame, pedestal), their dismantling or their assembly shall require the express agreement of the Lender.

**§4 Transport**

The Borrower shall bear all the costs for the transportation to and from the location of the loan as well as for the proper packaging of the loan items. The transport handling must be agreed between the Lender and the Borrower.

**§5 Insurance**

The total insurance value is € 5000.

The Lender agrees that the loan items shall be insured to the above insured value by the Borrower at the expense of the Borrower with an Insurance Company of his choice. The insurance shall be valid from nail to nail and shall cover all transport risks as well as the duration of the loan. The Borrower undertakes to pay the premium invoice received from the insurer without delay. A copy of the insurance policy shall be forwarded to the Lender.

The liability of the Borrower himself shall in no way be reduced by taking out this insurance policy. The liability period is limited to 10 weeks after the end of the exhibition.

**§6 Liability**

Any damage or alteration to the loan items must be communicated to the Lender immediately. In addition, the Borrower must immediately initiate the measures necessary to make the damage known and to comply with claims for compensation – involvement of the police, request for transport documents, etc. The type of damage or alteration is to be logged and supplemented by meaningful photographs. The Lender alone shall decide on the implementation of restoration measures.

The Borrower shall be obliged to reimburse the Lender for any damage incurred during the loan period on loan items. This shall also apply should the insurance company refuse compensation or in the case of the insurance compensation falling short of the insurance value. The Borrower shall likewise also be liable for damage caused during the loan, but

which only becomes apparent after the return of the loan items to the Lender. The obligation to pay compensation shall also exist should damage be caused by a circumstance for which the Borrower is not responsible.

In the case of a write-off, the minimum compensation shall be the specified insured value. The loan items shall be – as far as possible – returned to the Lender without deduction of any possible residual value to the amount of the compensation claim.

### **§7 Naming of the Lender**

The loan items are to be marked in the labelling of the exhibition, in the exhibition catalogue and in all accompanying documents as follows:

\_\_\_\_\_The Government of Åland\_\_\_\_\_

The Borrower must provide the Lender with two copies of the exhibition catalogue.

### **§8 Photography and Reproductions**

The Lender may provide the Borrower with photographs for reproduction in the exhibition and accompanying publications. All costs incurred shall be borne by the borrower.

The Lender allows the Borrower to photograph the loan items and to make film, television and video recordings as well as any other type of reproduction for the exhibition documentation, the catalogue, publicity for the exhibition and press and public relations. Photography in the exhibition shall be allowed without flash and tripod for private purposes.

### **§9 Jurisdiction**

Münster is agreed as the place of jurisdiction, insofar as this is legally permissible.

**§10 Applicable law**

German law shall apply exclusively to this contractual relationship as well as to claims arising from this contractual relationship.

**§11 Further Provisions and Severability Clause**

Subsidiary agreements to this contract do not exist. Changes and / or additions must be made in writing. This also applies to a waiver of the written form requirement.

Should a contractual provision be or become ineffective or impracticable, or should a provision not contain a regulation which is necessary per se, the validity of the contract shall not otherwise be affected. In place of the invalid provision or to fill the regulatory gap, the legally permissible provision shall be deemed to have been agreed which corresponds as closely as possible to what the parties intended or would have intended, if the invalidity of the respective provision or the regulatory gap had been recognized.


Mariehamn,

Herne, 16.05.23

For the Lender:

For the borrower:

Minister  
Annika Hambrudd  
Department of Education and Culture  
The Government of Åland



Dr. Doreen Mölders  
LWL Museum of Archaeology

Appendix 1  
 LWL Museum of Archaeology, Herne  
 „Graben im Gestern – Archäologie der Moderne und Zeitgeschichte“ 2023-2024

Loans Åland, Department of Education and Culture

ser. No.	Inv. No.	Object	Material, condition	Measures (cm)	Dating, Origin	Ins. Value	Presentation, Conserv. Specification
1	_____	Champagne bottle	_____	_____	_____	€_5000__	_____

Kuhn & Bülow Versicherungsmakler GmbH · Kurfürstendamm 62, D-10707 Berlin

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frau Cornelia Moors  
Europaplatz 1  
10 13 76  
44623 Herne

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D-10707 Berlin  
(Nähe Olivaer Platz)  
Telefon: 0 30 / 88 03 67 - 0  
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berlin@kuhn-buelow.de  
www.kuhn-buelow.de  
St.Nr. / Tax no. 27/080/30803



Berlin, 27.02.2023

Kontaktperson  
Sabine Krieger

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+49 30 880367 15

e-mail direkt  
sabine.krieger@kuhn-buelow.de

## VERSICHERUNGSBESTÄTIGUNG

**Leihvertrag Nr.:** 20012  
**UNr.:** 100  
**Ausstellung:** Archäologie der Moderne. Archäologische Funde und ihre Geschichte aus dem 19. und 20. Jahrhundert vom 01.09.2023 bis zum 30.08.2024  
**Transporte:** von Leihgeber nach Herne und von Herne nach Leihgeber  
**Versicherungszeitraum:** vom 01.03.2023 bis zum 30.09.2024 (inkl. Transporte)  
**Exponat(e):** Exponate gemäß vorliegender Anmeldung  
**(Gesamt-) Versicherungssumme:** EUR 250.000,00  
**Kunst-Rahmeneinzel-Police:** RP 01416  
**Versicherungsnehmer:** LWL-Museum für Archäologie


Sehr geehrte Frau Moors,

Namens und im Auftrag der beteiligten Versicherer bestätigen wir Ihnen im Rahmen der o. g. Police Versicherungsschutz (all risk) für die Arbeit(en) „von Nagel zu Nagel“ bzw. „von Standort zu Standort“ während der Dauer des Versicherungszeitraums einschließlich der versicherten Transporte.

Die Versicherung deckt unter anderem Schäden und Verluste entstanden durch Transportmittelunfall, Elementarereignisse, Brand, Blitzschlag, Explosion, gewöhnlichen Bruch und Beschädigung (auch mut- oder böswillige durch dritte, fremde Personen), Einbruchdiebstahl, Diebstahl, Teildiebstahl, Abhandenkommen, Beraubung sowie Wertminderung als Folge einer versicherten Gefahr.

Wir danken für Ihr Vertrauen und verbleiben

mit freundlichen Grüßen

  
K U H N & B Ü L O W  
Versicherungsmakler GmbH

Überweisung erbeten auf nachstehendes Konto:

Commerzbank, Kto.-Nr. 0856536300 · IBAN: DE15 1008 0000 0856 5363 00 · SWIFT-BIC: DRES DE FF 100  
Handelsregister des Amtsgerichts Charlottenburg HRB 37955 B · Geschäftsführer: Michael Kuhn  
Versicherungsvermittlerregister-Nr. D-A08W-1N1XL-56 · Gläubiger-IdNr. DE70ZZZ00000549475