

## DOCUMENT SUMMARY

To: Barry J. Cohen, John J. Hannan and Richard Ressler,  
Trustees of the APO2 Declaration

From: Heather Gray

Date: October 6, 2014

Re: Summary of Loan Agreement between APO2 Declaration and the  
Museum of Modern Art

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### I. The Loan.

The APO2 trust is loaning *Amphitrite* by Henri Matisse to the Museum of Modern Art for its *Henri Matisse: The Cut-Outs* exhibition, on view from October 12, 2014 through February 8, 2015. Museums need time to install and de-install the exhibition, so our loan agreement template allows the museum to pick up the work approximately three weeks before the exhibition begins and return the work approximately three weeks after it closes.

### II. Credit Line.

Our standard credit line for wall labels and the catalogue is “Private Collection.”

### III. Photography and Reproduction.

- A. Digital File. Diana Howard, Leon’s curator, has created digital files consisting of high resolution images of many of the works in the collection. Where a digital file exists, Diana generally provides it to the museum for the museum’s use in connection with the exhibition.
- B. Photography. To the extent the museum wants to take photographs or video of a work itself, Diana specifies the maximum light levels to which the work may be safely exposed. The Matisse is a work on paper, so Diana has specified maximum light levels and required that the Matisse be covered with opaque paper during installation and de-installation (when the light level in the room will be necessarily high). We also always require museum curatorial or conservation staff to oversee any photography or filming of a work.
- C. Copyright. The copyright in a work of art does not transfer to the new owner with the purchase of the work; instead, the copyright is automatically retained by the artist unless specifically sold with the work (which happens only very rarely). The loan agreement makes clear that the APO2 trust does not own the copyright in the Matisse and MoMA must obtain any necessary copyright clearances in order to reproduce images of the Matisse. Provided MoMA has done that, the loan agreement allows MoMA to reproduce the Matisse in the exhibition catalogue, for

publicity purposes and for commercial merchandise (such a postcards) sold during the exhibition for the benefit of the museum.

IV. Shipping; Condition Reports.

- A. Shipping. Damage to works of art most often occurs in transit, so we are extremely careful with shipping arrangements. Diana Howard decides on the appropriate shipping arrangements for each museum loan. For loans to New York City museums, Diana herself usually accompanies the work to the museum and oversees unpacking and installation at the museum. When the exhibition is over, she returns to the museum to oversee repacking and the return of the work to Leon's residence. For loans to museums in other parts of the U.S. or abroad, Diana often has a member of her staff accompany the work (at the expense of the museum).

This exhibition originated at Tate Modern in London and the Matisse was part of the London exhibition, so the registrar for Tate Modern is acting as courier and is accompanying the Matisse from London to MoMA. Diana will supervise its return to Leon's residence once the MoMA exhibition is over.

- B. Condition Reports. We require condition reports to be prepared for the Matisse each time it is moved, i.e., before it is packed at Leon's residence, when it arrives at the museum and is unpacked, at the end of the exhibition before it is repacked and when it arrives back at Leon's residence and is unpacked. We also require the museum to notify us immediately if there is any damage to the Matisse during the exhibition.

V. Insurance.

Diana Howard and Jeffrey Haber (Leon's insurance advisor) are consulted on the insurance provisions for each museum loan. Diana Howard determines the "insurance value" for each work loaned based on Sotheby's most recent appraised value and what she thinks it would cost to replace the work in the marketplace. The insurance value of the Matisse is \$20 million.

For this exhibition, MoMA has been granted U.S. Government Indemnity Insurance, which is a program created by Congress in 1975 for the purpose of minimizing the costs to museums of insuring international exhibitions. Basically, the U.S. government agrees to pay any claims that might be made as a result of damage to works in the exhibition. U.S. government indemnity is excellent because it includes terrorism coverage, which is quite expensive for museums to otherwise obtain. There is a deductible under U.S. government indemnity, so MoMA is using its own insurance to cover the deductible. We obtain certificates of insurance for every museum loan. Copies of the certificates for this loan are attached at the end of the Agreement.

VI. Expenses.

The borrowing museum generally covers all expenses related to the loan, including shipping, courier fees, condition reports, insurance and reproduction of the work. MoMA is paying all expenses for this loan.