

Case Murals of Teotihuacán

Text of the Agreement, December 7, 1981:

(see Merryman, John Henry, Albert E. Elsen and Stephen K Urice. *Law Ethics and the Visual Arts*. The Netherland: Kluwer Law, 2007, 5th edition, 368.)

“Agreement Relating to the Return of the Teotihuacán Murals

Declarations

- I. “The Institute” [the National Institute of Anthropology and History] declares that it is the organism of the Mexican Government which, by virtue of the Federal Law relative to Archaeological, Artistic and Historical Monuments and Zones, is charged with the conservation, protection and study of the archaeological and historical monuments of Mexico. In accordance with the authority vested by the Institute’s Organic Law, the Institute, acting by and through its General Director, possesses the legal capacity to enter into this agreement.
- II. “The Museum” [the Fine Arts Museums of San Francisco] declares that it is the department of the City and County of San Francisco responsible for the care and management of the City’s art museum and their collections and that its Director possesses the legal authority to represent the museum in this agreement.
- III. “The Museum” declares that it acquired the Teotihuacán Murals which are the subject of this agreement as a testamentary legacy from Mr. Harold Wagner.
- IV. “The Institute” declares the Teotihuacán Murals that were willed to the MUSEUM are originally from the San Juan Teotihuacán archaeological zone and are authentic archaeological monuments according to the determinations made by the archaeological expert appointed for the purpose of authentication.
- V. “The Institute” and “The Museum” together declare that, within the scope of their respective powers, they shall unite their efforts and respective capacities for the purpose of preserving these Teotihuacán Murals and reintegrating those which have an essential sociocultural value into the cultural patrimony of which they are a part in accordance with the study on the principles, conditions and means for the restitution or return of cultural property in view of reconstituting dispersed heritages prepared for UNESCO by the Ad Hoc Committee appointed by the Executive Council of ICOM, a copy of which is attached hereto and is referred to hereafter as the UNESCO report.

In consideration of the declarations, the parties . . . agree to the following:

Clauses

FIRST – “The Museum” agrees to return to the Institute a minimum of 50% of the Teotihuacán Murals which were donated by way of Mr. Harold Wagner’s testamentary legacy. The selection of the Murals to be returned to the Institute shall be made by the Museum in accordance with the principles set forth in the UNESCO report and in consultation with representatives of the Institute and other scholars. The Institute will be responsible for the cost of packing and shipping the Murals which will be returned.

SECOND – “The Institute” agrees to send to the Museum persons who are qualified in the subject of restoration, for the purpose of assisting the Museum in restoring the Murals.

THIRD – “The Museum” agrees to pay the expenses of the restoration of the Murals if funds can be raised for this purpose. The Institute will loan the Museum experts who will train people to perform the restoration. The living expenses of the experts who will be selected by the Institute for travel to San Francisco for the restoration work shall be included as a cost of the restoration.

FOURTH – “The Institute” agrees to exhibit the Teotihuacán Murals that are returned to Mexico in a location which will provide maximum protection and public accessibility for the Murals and to give credit for said return to the Fine Arts Museums of San Francisco.

FIFTH – “The Museum” agrees that it shall exhibit the Murals retained in San Francisco and that it shall give suitable credit to the Institute for its assistance with the restoration of the Murals””