

## AGREEMENT

between

The Ministry for Cultural Heritage and Activities of the Italian Republic, in the persons of Prof. Giuseppe Proietti, Director of the Department of Research, Innovation and Organization, and Prof. Francesco Sicilia, Director of the Department of Cultural and Environmental Heritage and Public Education (the "Ministry for Cultural Heritage and Activities of the Italian Republic") and the Commission for Cultural and Environmental Heritage and Public Education of the Sicilian Region, in the person of the *pro tempore* Commissioner, Hon. Alessandro Pagano

and

The Metropolitan Museum of Art, New York (the "Museum"), in the person of its Director, Philippe de Montebello

The Ministry for Cultural Heritage and Activities of the Italian Republic and the Commission for Cultural Heritage of the Sicilian Region and the Museum shall be referred to hereinafter as the "Parties."

### Whereas

- A) The Ministry for Cultural Heritage and Activities of the Italian Republic is responsible for, among other things, the institutional protection, preservation and optimum utilization of the Italian archaeological heritage, which is the source of the national collective memory and a resource for historical and scientific research.
- B) The archaeological heritage includes the structures, constructions, architectural complexes, archaeological sites, movable objects and monuments of other types as well as their contexts, whether they are located underground, on the surface or under water.
- C) To preserve the archaeological heritage and guarantee the scientific character of archaeological research and exploration operations, Italian law sets forth procedures for the authorization and control of excavations and archaeological activities to prevent all illegal excavations or theft of items of the archaeological heritage and to ensure that all archaeological excavations and explorations are undertaken in a scientific manner by qualified and specially trained personnel, with the provision that non-destructive exploration methods will be used whenever possible.
- D) The law applies to the permanent and temporary departure from Italian territory of archaeological objects discovered in Italian territory or present in Italian territory and in the possession of private individuals.
- E) The Ministry for Cultural Heritage and Activities of the Italian Republic has requested the Museum to transfer title to archaeological items that are in its collections ("the Requested Items," cited in Articles 3, 4 and 5, below) that the Ministry affirms were illegally excavated in Italian territory and sold clandestinely in and outside Italian territory.
- F) The Museum believes that the artistic achievements of all civilizations should be preserved and represented in art museums, which, uniquely, offer the public the opportunity to encounter works of art directly, in the context of their own and other cultures, and where these works may educate, inspire and be enjoyed by all. The interests of the public are served by art museums around the world working to preserve and interpret our shared cultural heritage.

- G) The Museum deplors the illicit and unscientific excavation of archaeological materials and ancient art from archaeological sites, the destruction or defacing of ancient monuments, and the theft of works of art from individuals, museums, or other repositories.
- H) The Museum is committed to the responsible acquisition of archaeological materials and ancient art according to the principle that all collecting be done with the highest criteria of ethical and professional practice.
- I) The Museum, rejecting any accusation that it had knowledge of the alleged illegal provenance in Italian territory of the assets claimed by Italy, has resolved to transfer the Requested Items in the context of this Agreement. This decision does not constitute any acknowledgment on the part of the Museum of any type of civil, administrative or criminal liability for the original acquisition or holding of the Requested Items. The Ministry and the Commission for Cultural and Environmental Heritage and Public Education of the Sicilian Region, in consequence of this Agreement, waives any legal action on the grounds of said categories of liability in relation to the Requested Items.
- J) The Ministry and the Commission for Cultural and Environmental Heritage and Public Administration of the Sicilian Region and the Museum have agreed that the transfer of the Requested Items shall take place in the context of this Long-Term Cultural Cooperation Agreement (the "Agreement") to ensure the optimum utilization of the Italian cultural heritage, and as part of the policy of the Ministry to recover Italian archaeological assets.
- K) This Agreement is part of a continuing program of cultural cooperation between Italy and the Museum involving reciprocal loans of archaeological artifacts and other works of art consistent with Article 67, Paragraph 1, letter (d) of the Code of Cultural and Natural Assets.
- L) The Ministry and the Museum expect that every future controversy concerning archeological assets will be resolved with the same spirit of loyal collaboration that inspired the present agreement.

**The Parties agree as follows:**

**1. Recitals**

The preceding recitals form an integral part of this Agreement.

**2. The Requested Items**

The Museum agrees to transfer to the Ministry for Cultural Heritage and Activities of the Italian Republic and to the Commission for Cultural and Environmental Heritage and Public Education of the Sicilian Region, on the basis of this Agreement, title to the Requested Items as listed in Articles 3, 4 and 5 below of the Agreement.

**3. The archaeological items**

3.1. The Museum shall transfer to the Ministry for Cultural Heritage and Activities of the Italian Republic title to the archaeological assets listed below:

- a) Laconian *kylix* (Photo 1),
- b) Red-figured *Apulian Dinos* attributed to the Darius painter (Photo 2),
- c) Red-figured *psykter* decorated with horsemen (Photo 3),
- d) Red-figured Attic amphora by the Berlin painter (Photo 4).

3.2. The Ministry for Cultural Heritage and Activities of the Italian Republic, in the context of this Long-Term Cultural Cooperation Agreement, and to ensure the optimum utilization of the Italian cultural heritage, shall loan a first-quality Laconian artifact to the Museum for a period of four years and renewable thereafter.

#### 4. The Euphronios *Krater*

4.1. The Museum shall transfer title to the Euphronios *krater* (Photo 5), to the Ministry of Cultural Heritage and Activities of the Italian Republic under the following procedures:

a) The Euphronios *krater* shall remain at the Museum on loan until January 15, 2008, and shall be exhibited with the legend: "Lent by the Republic of Italy:"

b) To make possible the continued presence in the galleries of the Museum of cultural assets of equal beauty and historical and cultural significance to that of the Euphronios *Krater*, the Parties agree that, beginning on January 15, 2008 and for the duration of this Agreement, the Ministry of Cultural Heritage and Activities of the Italian Republic shall make four-year loans to the Museum on an agreed, continuing and rotating basis selected from the following archaeological artifacts, or objects of equivalent beauty and artistic/historical significance, mutually agreed upon, in the same context where possible, or of the Euphronios *Krater*:

1. Attic vase, red figures on white background, signed by Charinos, Tarquinia, Museo Archeologico Nazionale, Inv. No. RC 6845.
2. Red-figured Attic *kylix* signed by Oltos as painter and Euxitheos as potter, with scenes of the Gods of Olympus, ca. 515-510 B.C., Tarquinia, Museo Archeologico Nazionale, Inv. No. RC 6848.
3. Red-figure Attic *hydra* from Nola, known as the "Vivenzio Hydra," attributed to the Painter Kleophrades, with a scene of the fall of Troy, ca. 480 B.C. Naples, Museo Archeologico Nazionale, Inv. No. 81669.
4. Bell-shaped Attic *krater* attributed to the Altamura Painter, with a scene of Dionysus and Oenopion, ca. 465 B.C., Ferrara, Museo Nazionale.
5. Large red-figured Attic *kylix* attributed to the painter Penthesileia, with the exploits of Theseus. ca. 480 – 460 B.C. Ferrara, Museo Archeologico Nazionale, Inv. No. T. 18 CUP.
6. Red-figured Attic *stamnos* from Nocera, attributed to the Dinos Painter, with scene of the cult of Dionysus, ca. 420 B.C., Naples, Museo Archeologico Nazionale, Inv. No. 81674.
7. Red-figured Attic *hydria* from Populonia, attributed to the Meidias Painter, with a scene of Phaon in a bower with Demonassa. ca. 410 B.C. Florence, Museo Archeologico Nazionale, Inv. No. 81947.
8. Red-figured spiral Attic *krater* from Spina, attributed to a follower (Bologna Painter 279) of the Niobid Painter, with scenes of the heroes of Marathon and the Seven Against Thebes. ca. 440 B.C. Ferrara, Museo Nazionale Inv. No. T. 579.

9. Red-figured Attic *krater* from Ruvo, attributed to the Pronomos Painter, with scene of the flute-player Pronomos. ca. late 5th Century BC, Naples, Museo Archeologico Nazionale, Inv. No. 3240 = No. 81673.
10. Red-figured spiral Attic *krater*, attributed to the Talos Painter, with scene of the death of Talos. ca. late 5th Century BC, Ruvo, Museo Nazionale, Inv. No. Jatta 1501.
11. Red-figured spiral Apulian *krater*, showing Orestes at Delphi and a chariot race, ca. mid-4th Century B.C., Ruvo, Museo Nazionale, Inv. No. J1492.
12. Red-figured *krater* from Southern Italy, from Paestum, of Python, with theatrical scene of Oedipus and the Sphinx. ca. 4th Century BC, Naples, Museo Archeologico Nazionale, Inv. No. 81417.

4.2. The Museum shall exhibit the archaeological assets with the legend: "Lent by the Republic of Italy."

4.3. The Parties may only modify the procedures for the loans indicated above on the basis of a specific written agreement.

## 5. Hellenistic Silver

5.1. The Museum shall transfer to the Republic of Italy title to the entire set of Hellenistic silver items (hereinafter referred to as the "Hellenistic Silver"), consisting of the items listed below:

- 1) deep concave cup: height 7 cm, diameter 22.8 cm, weight 407 g; 1981.11.20
- 2) deep concave cup: height 6.2 cm, diameter 22 cm, weight 418 g; 1981.11.21
- 3) circular set, composed of a plate with embossed decoration soldered to a plate having a flared shape, with upper profiling: height 2 cm, maximum diameter 10.5 cm, weight 81 g; 1981.11.22
- 4) hemispheric cup: height 7.7 cm, maximum diameter 14.4 cm, minimum diameter 13.8 cm, weight 151 g; 1981.11.16
- 5) *skyphos*, ovoid cup with raised handles: height 7.7 cm, with handles 8.8 cm, maximum diameter 13.3 cm, minimum diameter 12.6 cm, weight 299 g; 1981.11.17
- 6) *kyathos*: height 24.7 cm, basin diameter 5.5 cm, weight 119 g; 1981.11.15
- 7) vessel in the shape of a truncated cone with convex base provided with three forged metal supports with theatrical masks: height 19.6 cm, diameter 26.26 cm, weight 891.3 g; 1981.11.18
- 8) deep conical cup: height 6.8 cm, diameter 21 cm, weight 479 g; 1981.11.19
- 9) ovoid body *olpe*: height 9.1 cm, diameter at top 8.13 cm, weight 178 g; 1982.11.13
- 10) *Phiale mesomphalos*: height 2.3 cm, diameter 14.8 cm, weight 104 g; 1982.11.10

- 11) *pyxis* with figured medallion on the cover, currently consisting of three pieces: height 5.5 cm, diameter 8.3 cm, current total weight 148 g; 1982.11.11a-c, 1982.11.9e
- 12) cylindrical small altar on quadrangular base formed by four pieces: current height 11.3 cm, base 10.6 x 10.8 cm, current total weight 367.8 g; 1982.11.9a-d
- 13 & 14) pair of corrugated horns with pointed extremities: length 15.5 cm and weight 74.7 and 70 g; 1982.11.7-8
- 15) vessel in the shape of a truncated cone with convex base provided with three forged metal supports with theatrical masks: height 18.5 cm, diameter 26.8 cm, weight 820.5 g; 1982.11.12.

5.2. The Hellenistic Silver shall remain at the Museum on loan until January 15, 2010 and shall be exhibited with the legend: "Lent by the Republic of Italy – Sicilian Region."

5.3. To make possible the continued presence in the galleries of the Museum of cultural assets of equal beauty and historical and artistic significance to that of the Hellenistic Silver, the Parties agree that, beginning on January 15, 2010 and for the duration of this Agreement, the Italian Republic shall make to the Museum on an agreed, continuing and rotating sequential basis:

- a) the four-year loan of archaeological assets of equal beauty and artistic and historical significance, in the same context where possible, to that of the Hellenistic Silver;
- b) the four-year loan of the Hellenistic Silver.

5.4. The Parties may only modify the above referenced schedule of loans on a rotating and sequential basis by means of a specific written agreement.

5.5. The Museum shall transfer title to the *pyxis* inventoried under No. 1984.11.3 to the Italian Republic under the same conditions as stipulated in Article 5.3 and 5.4 above for the Hellenistic Silver.

## **6. Provisions applicable to the transfer of the Requested Items and of the Loaned Items**

6.1. The Ministry and the Museum shall each obtain any authorizations required in Italy, including export licenses, and the United States respectively for the proper transfer of the Requested Items and the items loaned as provided in this Agreement ("Loaned Items").

6.2. The Museum shall display Requested Items and Loaned Items with the legend: "Lent by the Republic of Italy."

6.3. The delivery of Requested Items and Loaned Items shall take place on the premises of the Museum. The Ministry shall guarantee to send a duly authorized employee to New York with the Loaned Items to be present at the transfer and to escort the Requested Items and Loaned Items during their transfer to and from Italy. The Museum shall pay the air travel expenses of the assigned escort and shall contribute to said escort's hotel and per-diem allowance at standard international courier rates for a maximum of three nights and four days.

6.4. The Museum shall arrange and bear the costs of packing, insurance and shipment of the Requested and Loaned Items for transit to and from Italy. The four-year loans will be accompanied by standard, written agreements, the purpose of which is to guarantee the safety and conservation of the loans and their optimum use.

**7. Loans of items discovered during excavations financed by the Museum or restored by the Museum**

- 7.1. The Ministry and the Commission for Cultural and Environmental Heritage and Public Administration of the Sicilian Region agree, on the basis of an appropriate agreement which shall define the procedures for the loan, to allow archaeological items originating from authorized excavations conducted on the initiative and at the expense of the Museum to leave Italy for the time necessary for their study and restoration.
- 7.2. The archaeological assets returned after their study and restoration, the times for which shall be agreed upon between the parties, shall be loaned to the Museum for exhibition for a period of four years, or for the maximum period that may be permitted by Italian law at the time the loan begins.
- 7.3. The Ministry and the Commission for Cultural and Environmental Heritage and Public Administration of the Sicilian Region, on the basis of appropriate contracts written for each individual case that will define the procedures for the individual loans of objects, shall permit the temporary transfer from Italian territory of archaeological artifacts selected by the Ministry and the Commission for Cultural and Environmental Heritage and Public Administration of the Sicilian Region and accepted by the Museum to allow their restoration by the Museum's personnel, and their successive exhibition to the public in the galleries of the Museum, which shall bear the costs of transfer and restoration.

**8. Additional provisions**

- 8.1. This Agreement shall enter into force on the date of its execution. The term of the Agreement shall be forty years, renewable by agreement between the Parties.
- 8.2. This Agreement, and any negotiations and correspondence between the Ministry for Cultural Heritage and Activities of the Italian Republic and the Commission for Cultural and Environmental Heritage and Public Administration of the Sicilian Region and the Museum regarding the subject matter herein (except all the proofing material transmitted by the Ministry to the Museum in the course of these negotiations) and the transfer of title to the Requested Items to the Italian Republic shall not be construed as an admission of any civil, administrative or criminal liability. The above mentioned documents shall not be received or voluntarily produced as an explicit or implicit admission, concession or presumption of any type, in any civil, criminal, administrative, arbitral or other proceedings, whether under the laws of Italy, the United States or elsewhere, and shall not be used for any purpose other than the performance of the Agreement itself. The Agreement, the negotiations and the correspondence between the Parties shall in no case be used as evidence of negligence or other misconduct.
- 8.3. The Ministry for Cultural Heritage and Activities of the Italian Republic and the Commission for Cultural and Environmental Heritage and Public Administration of the Sicilian Region, as a result of this Agreement, waive their right to pursue or support any legal action against the Museum or its staff and officers, whether in Italy, the United States or elsewhere, on any grounds whatsoever, whether civil, administrative or criminal, in relation to the Requested Items.
- 8.4. The Agreement contains all of the agreements entered into between the parties.
- 8.5. The Agreement is written and signed in the Italian language and in the English language.

8.6. Each provision contained in this Agreement relative to the restoration of title to the transferred assets and to the related loan procedures shall be severable and distinct from any other provision.

If at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected thereby.

## 9. **Arbitral panel**

9.1. The Parties shall make their best efforts to resolve and settle amicably any dispute between the Ministry for Cultural Heritage and Activities of the Italian Republic and the Commission for Cultural and Environmental Heritage and Public Administration of the Sicilian Region and the Museum arising from or related to the interpretation and performance of this Agreement that may arise between the parties.

9.2. If the Parties are unable to reach a mutually satisfactory resolution to their dispute, the disputed issues shall be settled in private by arbitration on the basis of the Rules of Arbitration and Conciliation of the International Chamber of Commerce by three arbitrators appointed in accordance with said Rules.

Rome, February 21, 2006

The Metropolitan Museum of Art, New York

Philippe de Montebello

Director

(signature)

Ministry for Cultural Heritage and Activities

[Name]

[Title]

(signature)

Ministry for Cultural Heritage and Activities

[Name]

[Title]

(signature)

Commission for Cultural and Environmental Heritage and Public Administration of the Sicilian Region

Hon. Prof. Alessandro Pagano

Regional Commissioner

(signature)