

LOAN FOR USE AGREEMENT

This Agreement made this 20th day of May 1992

by and between

Musée d'ethnographie de Genève (hereinafter referred to as
Lender)

and

National Museum of New Zealand or its successor, Wellington,
(hereinafter referred to as
Borrower)

WITNESSETH:

WHEREAS, Lender is the owner of the Mokamokai (tattooed head) which carries no.24 584 of Lender's inventory list (hereinafter referred to as Mokamokai), WHEREAS, Borrower desires to borrow the aforesaid Mokamokai for a period of at least seven years, and WHEREAS Lender usually does not lend objects for such extended periods of time and departs from his long standing policy only because he is aware of the special nature of mokamokais, which are not ordinary cultural artifacts, but human remains, and because he is aware that the name of the person who has been tattooed while still alive is often still know.

NOW, THEREFORE the parties do hereby agree as follows:

1. Lender lends to Borrower the Mokamokai for a term of seven years starting on May 1, 1992.

Borrower may ask Lender by registered mail addressed on or before March 31, 1999 for a renewal of this Agreement for a second seven year term. Lender will inform Borrower within 30 day after the receipt of Borrower's request for a renewal whether or not this renewal will be granted.

The aforesaid renewal procedure shall be applicable also at the end of the second seven year term and at the end of any following seven year term.

2. Borrower ensures that the Mokamokai will be handled with care and that all measures of security are ensured.
3. Borrower shall label the Mokamokai as a object borrowed from the Musee d'ethnographie de Genève.
4. Borrower is fully responsible to Lender for all damage or depreciation of the Mokamokai resulting from intentional or involuntary influence during the whole term of this Agreement including during transportation. Borrower undertakes to inform Lender immediately of any damage or of the loss of the Mokamokai.
5. The costs for packing insurance and transport both ways shall be borne by Borrower.
6. The rights and obligations under this Agreement may not be transferred or assigned without a written consent of the other parties.
7. All terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of the parties.
8. This agreement shall be governed by and construed in accordance with the laws of Switzerland.
9. All disputes arising out of or in connection with this Agreement shall be exclusively resolved by the ordinary courts of Geneva (Switzerland).

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their duly authorized representatives this 20th day of May 1992 in four copies.

Alan N. BAKER, Director
National Museum of New Zealand

Louis NECKER, Director
Musée d'ethnographie de Genève
(Switzerland)

Alan N. Baker

Louis Necker