

# **General Conditions governing the Provision of Art-Historical Opinions**

## **1. FRAMEWORK GOVERNING THE PROVISION OF ART-HISTORICAL OPINIONS**

The Rubenianum is a philanthropic documentation, research and knowledge institute. Its mission is to collect, develop and disseminate information about the visual arts produced in the Low Countries in the 16th and 17th centuries. To promote its philanthropic objectives, the Rubenianum supplies, informally and free of charge, art-historical opinions relating to Flemish paintings dating from the 16th and 17th centuries. It does so in the interests of promoting scholarship and to enhance the international prestige of the city of Antwerp both among the local population and among visitors from other parts of Belgium or from abroad. The Rubenianum would emphasise that it gives its opinions for the purpose of advancing scholarship, and that it does not issue any formal assessor's reports or certificates for commercial purposes. After all, the only way in which art-historical knowledge can be further developed and refined is by examining and testing it in the light of multiple art objects.

**Every person wishing to make use of this offer to subject art objects to the considered opinion of researchers attached to the Rubenianum, in order to help towards these objects' attribution, therefore declares expressly that he/she has taken cognizance of the academic principles governing the Rubenianum and of the *General Conditions governing the Provision of Art-Historical Opinions* set forth below, and thereby asserts that he/she agrees to them in full.**

## **2. SUBMISSION OF AN APPLICATION FOR AN OPINION**

Every person wishing to subject an art object to the considered opinion of researchers attached to the Rubenianum ('the requester'), in order to help towards the object's attribution, will submit a good photograph of the object, preferably in colour and in digital format, accompanied by all the relevant data in terms of material, support, technique, dimensions and provenance as known to the requester.

### **3. PRESERVATION OF INFORMATION AND PRIVACY OF THE REQUESTER**

Since the Rubenianum is an academic organisation, the photographic material it receives is stored in a research file, along with all the relevant details, in terms of materials, support, technique, dimensions and provenance, of the art objects submitted for examination. These research files are open to inspection by third parties and the visual material may be published, if the case arises, in the context of the research activities of the Rubenianum and the associated foundation, the Centrum Rubenianum VZW. In order to guarantee the privacy of requesters at all times, the information that is accessible to third parties or released, as the case may be, is strictly confined to the work of art itself. The Rubenianum will not on its own initiative make known any information whatsoever relating to the identity of the requester or any information from which this identity may be inferred, however indirectly, until 30 years thereafter. No such information will be made known without the requester's express consent.

### **4. DISCLAIMER OF LIABILITY**

The opinions expressed by the Rubenianum about art objects are intended to support art-historical research and make no claim to be incontestable. The information supplied by the Rubenianum may reflect the findings of its own research, conducted by staff attached to the institute, or it may merely reflect the conclusions of third parties. In particular where the attribution of works of art or assertions relating to a work's provenance or state of preservation are concerned, the Rubenianum wishes to state emphatically that these merely reflect the results of research. For this reason, the requester may at no time regard its opinion as a formal assessor's report or a certificate issued by the Rubenianum for commercial purposes from which rights could be derived. Furthermore, the Rubenianum reserves the right at all times to modify or amplify the information it has supplied, in the light of recent research findings or newly-acquired insights.

Neither the Rubenianum (including the Centrum Rubenianum VZW) nor the City of Antwerp can be held liable in any way whatsoever for any loss incurred as a result of any flaws or inaccuracies in the information supplied in the manner described above, nor for any problems that may be caused by the requester's use or dissemination of the

information supplied, or modifications to this information. Nor do the Rubenianum (including the Centrum Rubenianum VZW) or the City of Antwerp accept any liability for any loss or damage, expenses incurred, lost earnings or impairment of enjoyment of life or any other kind of inconvenience that may ensue from the opinion provided by the Rubenianum, the use or dissemination of the information concerned, or any subsequent modifications to this information. Given the existing limitations of time and research facilities and the fact that its opinions are provided as an informal service, the Rubenianum (including the Centrum Rubenianum VZW) and the city of Antwerp likewise disclaim all liability for the late handling or rejection of a request.

## **5. INDEMNITY AND COMPENSATION**

Every person who has asked the Rubenianum to give its opinion about an art object and who uses the information it receives in any way – for whatever purpose – agrees to indemnify the Rubenianum (including the Centrum Rubenianum VZW) and the City of Antwerp, their directors and managers, as well as their personnel, regardless of such persons' status as officials or employees, and hold them harmless for any legal action or claims brought by third parties for costs or reimbursement (including reasonable lawyers' fees), court orders, obligations, loss or damage that may arise from or be related to the requester's use of the opinion provided by the Rubenianum.

## **6. FURTHER ELABORATION OF THE GENERAL CONDITIONS**

Every person wishing to subject an art object to the considered opinion of researchers attached to the Rubenianum in order to help towards the object's attribution accepts and agrees that in the event that a competent court should find any provision of these *General Conditions governing the Provision of Art-Historical Opinions* to be invalid, unlawful, or non-enforceable, this shall not affect the validity, lawfulness or enforceability of the other provisions of these Conditions in any way whatsoever.

The parties herewith agree expressly that any provision that has thus been ruled invalid, unlawful or non-enforceable by a court of law shall be reformulated, where possible, so as to reflect the parties' intentions as well as possible. Should it prove impossible to

reformulate the provision in this way, the provision that has been found to be invalid, unlawful or non-enforceable shall be deemed to have never constituted part of these *General Conditions governing the Provision of Art-Historical Opinions*.

The Rubenianum and the City of Antwerp emphasise that the omission to exercise or enforce any right or any provision of these *General Conditions governing the Provision of Art-Historical Opinions* by no means implies that they waive these conditions, unless such has been agreed expressly in writing.

## **7. CHOICE OF LAW**

The opinions given by the Rubenianum are provided from its offices in Antwerp. Although they are by no means intended for circulation, it is not inconceivable that they may surface in the domestic or international art trade, contrary to the agreements made, or that their substance may be circulated more widely in some way. Furthermore, requesters may not necessarily be residents of Antwerp or indeed of Belgium. Given the differences that may exist between the applicable legislation in different countries, the Rubenianum wishes to assure itself, in the interests of its own organisation, of a stable legal framework with legal certainty, in which it can provide its informal opinions in all safety. Every person wishing to subject an art object to the considered opinion of researchers attached to the Rubenianum in order to help towards the object's attribution shall therefore accept that this service is governed exclusively by Belgian law, to the exclusion of all rules of private international law. Moreover, these *General Conditions governing the Provision of Art-Historical Opinions* shall be governed exclusively by, and interpreted exclusively in accordance with, Belgian law, likewise to the exclusion of all rules of private international law.

## **8. COMPETENT COURT OF LAW**

The Court of First Instance (*Rechtbank van Eerste Aanleg*) of Antwerp shall have sole jurisdiction to rule on any disputes that may arise directly from, bear indirectly on, or relate in any whatsoever to these *General Conditions governing the Provision of Art-Historical Opinions*, or to the informal provision of advice by the Rubenianum. The

parties herewith expressly relinquish any objection that they might raise to the jurisdiction of the Court of First Instance in Antwerp.

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