

MEMORANDUM

DE : Carlos Bascuñán Edwards, Jefe de Gabinete
A : Pablo Picuñe - Director B.C.
FECHA : 18-12-81

2

Se adjunta anteceden-
te el estudio de subsidio Pujico en
relación "carta garantía" impu-
ta sobre de ante o exposiciones.
Espero su opinión

Atte

J. Bascuñán

EMBAJADA DE MEXICO
EN CHILE

TELEFAX

Nº CHI-509

SANTIAGO, 10 DE DICIEMBRE DE 1991

DE : MINISTRO JAIME GARCIA AMARAL

PARA : SEÑOR CARLOS BASCUÑAN
JEFE DE GABINETE DEL PRESIDENTE DE LA REPUBLICA

ATN. : _____

FAX : 697-32-62

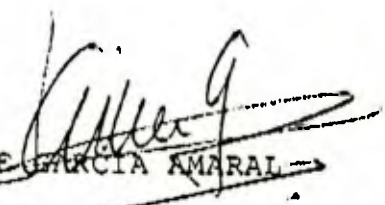
REF. : _____

NUM. PAGS. 13 INCLUYENDO ESTA.

ASUNTO:

DE ACUERDO CON LO CONVERSADO, TE ENVIO VARIOS DOCUMENTOS REFERENTES A LAS GARANTIAS DE ESTADO QUE MEXICO HA ESTABLECIDO EN ALGUNOS CASOS PARA LA PRESENTACION DE EXPOSICIONES. UNA DE ELLAS ES LA QUE SE FORMALIZO CON LOS ESTADOS UNIDOS PARA LA EXPOSICION "MEXICO: ESPLENDOR DE TREINTA SIGLOS" Y OTRO ES UN CONVENIO QUE SE HIZO CON GUATEMALA. ESPERO QUE TE SEAN UTILES.

TE MANDO UN SALUDO,


 JAIME GARCIA AMARAL

/reba

CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
"Mexico: Splendors of Thirty Centuries"
(F-416-90)

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended (P.L. 96-496, P.L. 99-194 and P.L. 100-202), and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America agrees to indemnify the Metropolitan Museum of Art, the indemnitee, the participating institutions, San Antonio Museum of Art and Los Angeles County Museum of Art, and the owners named on the attached list, as appropriate, against loss or damage to items while on exhibition as set forth below, and described in the attached list. The total amount of indemnity shall not exceed \$100,000,000 (United States dollars), each item being insured at the agreed value stated on the attached list. Losses and damages payable in United States dollars only.

Time Period of Indemnity: June 1, 1990 - February 15, 1992 inclusive.

This Certificate is effective from 12:01 a.m. Greenwich Time (all references to time herein refer to Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(k) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register July 16, 1976 as part of Title 45 of the Code of Federal Regulations, which are hereinafter referred to as "the Regulations." Section 1160.3(k) of the Regulations reads as follows:

"'Termination date' means the date 30 days after the date specified in the application by which an indemnified item is to be returned to the place designated by the lender or the date on which the item is actually so returned, whichever date is earlier. (In museum terms this means wall-to-wall coverage.) After 11:59 p.m. on the termination date, the item is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted by the Council."

Federal Council on the Arts & the Humanities

page 2

1. If, while on exhibition, as defined in S 1160.3(h) and described in the application for indemnification, any indemnified item(s) is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, the indemnitee, on behalf of the owner(s), shall file a claim (including agreement to Federal indemnity and to the US dollar values assigned to the item in the Certificate of Indemnity), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner or owners (hereinafter called the "owner"), who are identified on the attached list as follows:

(a) In the case of total loss or destruction of the item(s), payment of the agreed valuation specified in the attached list of objects subject to the \$50,000 deductible amount provided by law.

(b) In the case of partial loss or damage to the item(s), payment of:

(i) such reasonable costs or repairs to the item(s) as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$50,000 deductible amount provided by law; and

(ii) an amount equal to any reduction in the fair market value of the item(s) after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$50,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to agree to pay it over to the owner who is entitled thereto.

2. In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

Federal Council on the Arts & the Humanities

4. The indemnitee agrees to follow the policies, procedures, techniques and methods with respect to packing, shipping, etc., as described in the Application for Indemnification, unless waived by the Council.

5. No item shall be considered indemnified under this agreement until a condition report has been prepared during the period of indemnification. The indemnitee further agrees to make condition reports upon each occasion of packing and unpacking the items covered during the period of indemnification.

6*. Subrogation: In the event of any payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner ("the insured") shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. However, if the owner wishes, he may prevent such sale by paying to the Council the fair market value of such property at the time of recovery as agreed upon by the Council and the owner or established by arbitration under Section 1160.10 of the Regulations. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest (including the insured's) having paid any portion of the \$50,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the insured.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

Federal Council on the Arts & the Humanities *6 page 4

(Alternate Subrogation Paragraph.6)

*If payment under this Certificate of Indemnity is made to the owner of an insured work which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate of Indemnity, or by the following clause:

6(a) Subrogation: In the event of a payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner ("the insured") shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$50,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$50,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. Pair or set: It is understood that, in the event of loss of, or damage to, any articles which are a part of a set, the measure of loss of or damage to such articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of set.

8. Misrepresentation and fraud: This agreement shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

9. Examination under oath: The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. No benefit to bailee: This agreement shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. Sue and Labor: In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this indemnification agreement; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein insured.

12. Collection from others: No loss shall be paid hereunder if the indemnitee or owner has collected the same from others.

13. The following conditions shall apply to the insured property while in waterborne or airborne transit overseas:

(a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;

(b) This insurance shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;

(c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;

(d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril insured against or otherwise, unless expressly assumed in writing hereon;

(e) Where goods are shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this agreement's proportion of any amount (not exceeding the amount insured) which the indemnitee and owner may be legally bound to pay to the shipowners under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

(f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this agreement it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:

(i) This insurance specially to cover the goods during:

(aa) Deviation, delay, forced discharged, reshipment and transshipment; and

(bb) Any other variation of the adventure arising from the exercise of a liberty granted to the shipowner or charterer under the contract of affreightment.

22/91 20:55 2550 82 40

C.N.C.A

007

Federal Council on the Arts & the Humanities

page 7

(ii) In the event of the exercise of any liberty granted to the shipowner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are delivered at such port or place; or, if the goods are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at the place designated by the owner.

(iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.

(iv) This agreement shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by delay or inherent vice or nature of the subject matter insured.

(v) It is a condition of this agreement that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. The security provisions shall be as stated in the approved indemnity application. Within thirty days preceding the opening of an indemnified exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting museum must submit to the Federal Council on the Arts and the Humanities, c/o Museum Program, National Endowment for the Arts, Washington, D.C. 20506, a letter certifying that the security arrangements are still as stated in the application on which this Certificate was issued, and the Director or corresponding official of the exhibiting museum shall endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "wilful misconduct" or "gross negligence" as those terms are used in Section 6 "Subrogation."

Federal Council on the Arts & the Humanities

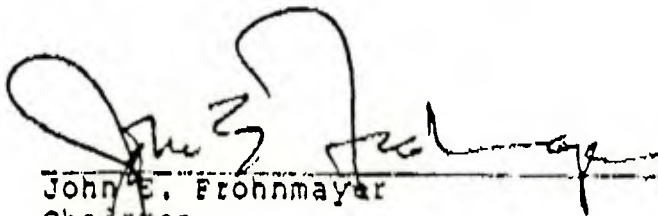
page 8

All other terms and conditions of the agreement not in conflict with the foregoing remain unchanged.

This Certificate of Indemnity is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This agreement, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate to be signed on the date written below.



6/11/90

John E. Frohnmayer
Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts
and the Humanities

Date

Attachment: List of Indemnified Items

22/91 20:58

550 82 40

C. N. C. A

009

REVISION DEL 6-VII-90

CAMBIOS INDICADOS EN AMARILLO

*ULTIMA LISTA RECTIFICADA MET.
Julio - Sin retrato SRA SANCHEZ LOPEZ*



FEDERAL COUNCIL ON THE ARTS AND THE HUMANITIES

CIO MUSEUM PROGRAM
NATIONAL ENDOWMENT FOR THE ARTS
1100 PENNSYLVANIA AVENUE, NW
WASHINGTON, D.C. 20506

CERTIFICATE OF INDEMNITY

F--10-91

ISSUED TO: THE NATIONAL INSTITUTE OF FINE ARTS (INFA)

FOR THE EXHIBITION KNOWN AS: Mexico: Splendors of Thirty Centuries

TIME PERIOD OF INDEMNIFICATION: June 1, 1990 -- February 25, 1992

SUMMARY OF COVERAGE: All risks of physical loss or damage from any external cause except wear and tear or inherent vice. Property is covered on a "wall to wall" basis from the time it leaves its normal repository until returned thereto, or other point designated by the owner, including while in transit and while on exhibition or otherwise. The above provisions apply unless otherwise stated in the attached terms and conditions.
(Arts and Artifacts Indemnity Act of 1975 Pub. L. 94-158, [20 U.S.C. 971 et seq.] Title 45, Code of Federal Regulations, Part 1160.)

The Federal Council on the Arts and the Humanities is an agency of the United States Government



MINISTERIO DE CULTURA Y DEPORTES

Guatemala, G. A.

Rep.
Oy. No.
R.F.F.

Al contestar, sírvase mencionar el número y reverso de esta acta.



EMBAJADA DE MEXICO GUATEMALA

AMPLIACION DEL CONVENIO NUMERO DIEZ GUIÓN NOVENTA Y UNO (10-91) PARA LA REALIZACION DE LA EXPOSICION DE OBJETOS ARQUEOLOGICOS E HISTORICOS CON MOTIVO DE LA CUMBRE PRESIDENCIAL IBEROAMERICANA A REALIZARSE EN LA CIUDAD DE QUADALAJARA, REPUBLICA MEXICANA.

CONVENIO NUMERO TRECE GUIÓN NOVENTA Y UNO (13-91).

Handwritten signature

NOSOTROS: por una parte, FLAVIO ARMANDO ROJAS LIMA, de cincuenta y siete (57) años de edad, casado, guatemalteco, Doctor en Antropología, de este domicilio y vecindad, con cédula de vecindad número de orden A guión uno (A-1) y de registro número ciento setenta y seis mil quinientos sesenta y cuatro (176,564), extendida en la Municipalidad de esta ciudad capital de Guatemala, actuando en representación de la República de Guatemala en mi calidad de VICEMINISTRO DE CULTURA Y DEPORTES, personería que acredito con la transcripción de mi nombramiento contenido en el Acuerdo Gubernativo número cinco (5) de fecha siete (7) de febrero de mil novecientos noventa y uno (1991) y el acta de toma de posesión del cargo número ciento setenta y tres guión noventa y uno (173-91), de fecha ocho (8) de febrero de mil novecientos noventa y uno (1991), asentada en el libro de actas correspondiente autorizado por la Contraloría General de Cuentas según registro número cero doscientos diecisiete (0217), de fecha veintitres (23) de enero de mil novecientos ochenta y seis (1986), señalando lugar para recibir notificaciones en la séptima avenida ocho guión noventa y dos de la zona nueve (7a. avenida 8-82, zona 9) de esta ciudad, sede del Ministerio de Cultura



Handwritten signature
 DR. FLAVIO ROJAS LIMA
 Viceministro de Cultura y Deportes



MINISTERIO DE CULTURA Y DEPORTES
GUATEMALA, C. A.

Ref.	
Of. No.	
Ref.	

Al contestar, favor remitir al número y referencia de esta nota



hm



D. P. Rojas Lima
DR. PABLO ROJAS LIMA
Viceministro de Cultura y Deportes

Y Deportes; y por la otra: PEDRO VASQUEZ COLMENARES, de cincuenta y seis años de edad, casado, Abogado, Nacionalidad Mexicana, domiciliado en la República de México, con pasaporte diplomático número D doscientos Cuarenta y siete (D 247) extendido en la ciudad de México; actuando como Embajador acreditado en Guatemala y en representación de los Estados Unidos Mexicanos habiendo acreditado credenciales el diez de enero de mil novecientos ochenta y nueve. Aseguramos que la Representaciones que se ejercitan son amplias y suficientes conforme a la Ley para el presente acto. Convenimos en ampliar el convenio para la realización de la exposición con motivo de la Cumbre Presidencial Iberoamericana, en la ciudad de Guadalajara, República Mexicana, de conformidad con las siguientes condiciones y modalidades: PRIMERA: BASE LEGAL: El presente convenio se suscribe en base al artículo cuarto de la Ley sobre protección y conservación de los monumentos y objetos arqueológicos, históricos y típicos, decreto No. 425 del Congreso de la República; lo establecido en: CONVENIO CULTURAL ENTRE LA REPUBLICA DE GUATEMALA Y LA REPUBLICA MEXICANA; y la resolución Ministerial número sesenta y ocho guión noventa y uno (68-91) de fecha primero de julio de mil novecientos noventa y uno. Y el oficio de fecha primero de julio del presente año dirigido por el señor Embajador de los Estados Unidos Mexicanos PEDRO VASQUEZ COLMENARES, al señor Ministro de Cultura y Deportes, extendiendo carta que garantiza los objetos arqueológicos e históricos durante su permanencia en la República Mexicana. SEGUNDA:



MINISTERIO DE CULTURA Y DEPORTES
GUATEMALA, G. A.

Ref.
Cy No.
Rev.

Al copiar, indicar en el espacio el número y referencia de este acto.

En vista del éxito que ha tenido la exposición relacionada en la ciudad de Guadalajara, Republica Mexicana, cuya autorización fue otorgada por el Ministerio de Cultura y Deportes mediante la suscripción del Convenio número Diez Guion Noventa y Uno (10-91) de fecha dos de julio del presente año; ambas partes convínimos en ampliar su cláusula Quinta en el sentido que la autorización se amplía a partir del veintiocho (28) de agosto para vencer el día veinte (20) de diciembre de mil novecientos noventa y uno.

Las demás cláusulas del Convenio quedan inalteradas por lo que conservarán toda su vigencia y efectos legales.

TERCERA: Leído por ambas partes el presente convenio y enterados de su contenido, objeto, validez, lo aceptamos, ratificamos y firmamos en original y tres copias, contenido en tres hojas de papel membretado tamaño oficio, con el nombre del Ministerio de Cultura y Deportes, en la ciudad de Guatemala, el día once de septiembre de mil novecientos noventa y uno.

[Handwritten Signature]

DR. FLAVIO ROJAS LIMA
Ministro de Cultura y Deportes



[Handwritten Signature]

EMBAJADA DE MEXICO
GUATEMALA, GUATEMALA