

16. Evidence of damage to any of the objects comprising the Treasures of Tutankhamon at the time the Borrower receives custody thereof or at any time thereafter until the Borrower gives custody thereof to the appropriate authorities of the Federal Republic of Germany shall be reported immediately to the Lender and objects will not be shipped in a damaged condition without the consent of the Lender.

17. No expenditures shall be incurred by the Arab Republic of Egypt or the Egyptian Museum, Cairo in connection with the public exhibition of the Treasures of Tutankhamon at the Art Gallery of Ontario.

18. The rights and obligations set forth in this agreement are at all times subject to circumstances beyond the reasonable control of the parties or either of them.

19. In the event that any disagreement should arise between the parties with respect to this agreement, in respect of any rights or obligations under it or in respect of any matter that should be resolved in connection with the exhibition of the Treasures of Tutankhamon at the Art Gallery of Ontario and they are unable mutually to resolve such disagreement, they will refer it to their respective governments for resolution.

20. When anything is required to be done or may be done by either of the parties, it may be done by anyone duly authorized by them to act in that connection.

21. Notices to the parties may be given as follows:

(a) to the Lender:

Director-General,
Egyptian Museum,
Cairo, Egypt

(b) to the Borrower:

Secretary General,
National Museums of Canada,
Esplanade Laurier,
300 Laurier Street West,
Ottawa, K1A 0M8
Canada.

22. The Borrower shall make available to and ship to the Arab Republic of Egypt 100 catalogues of the Exhibition held at the Art Gallery of Ontario in Toronto for the use of the Lender.