

**No. 11809**

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**UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND  
and  
EGYPT**

**Agreement concerning the Tutankhamen Exhibition (with annexes).  
Signed at Cairo on 28 July 1971**

*Authentic texts : English and Arabic.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on 9  
May 1972.*

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**ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD  
et  
ÉGYPTE**

**Accord relatif à l'Exposition Tout Ankh Amon (avec annexes).  
Signé au Caire le 28 juillet 1971**

*Textes authentiques : anglais et arabe.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 9 mai  
1972.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE UNITED ARAB REPUBLIC CONCERNING THE TUTANKHAMEN EXHIBITION

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The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United Arab Republic;

Desiring in the spirit of the Cultural Convention between them signed at Cairo on 26 September, 1965,<sup>2</sup> further to strengthen the friendly relationships and cultural co-operation between their two countries;

Have agreed as follows :

*Article 1*

(1) There shall be held at the British Museum in London for a period of six months, commencing in April/May 1972, an Exhibition of relics of the period of Tutankhamen belonging to the Cairo Museum.

(2) Annex A to this Agreement contains a list of objects to be exhibited and their individual valuation. It shall not be subject to alteration or modification except with the consent of the British Museum and the Cairo Museum.

(3) The Government of the United Arab Republic shall take the necessary steps to authorise the exhibition in London of the objects referred to in paragraph 2 of this article.

(4) The objects to be exhibited shall be furnished by the Government of the United Arab Republic, as a loan, solely for the purpose of the Exhibition. The Government of the United Kingdom, for their part, undertake to respect the rights of the Cairo Museum and the Government of the United Arab Republic in the objects to be exhibited and undertake, within the limits of their legal powers, to protect these objects against any form of sequestration, seizure or any form of prejudice to the rights of the Cairo Museum or the Government of the United Arab Republic, whether on the part of another government or an individual. The Government of the United Kingdom further undertake to co-operate in the implementation of arrangements for the physical security and protection of the objects, from the time of their arrival in the United Kingdom until the time of their departure from the United Kingdom,

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<sup>1</sup> Came into force on 28 July 1971 by signature, in accordance with article 6.

<sup>2</sup> United Nations, *Treaty Series*, vol. 659, p. 71.

under the agreement between the British Museum and the Cairo Museum, a copy of which is attached to this Agreement at annex B.

### *Article 2*

(1) The Government of the United Kingdom shall arrange for the payment, in sterling, of the net proceeds of the Exhibition, after deduction of all expenses incurred in connection with it, to the fund administered by the United Nations Educational, Scientific and Cultural Organisation for the restoration of the temples at Philae.

(2) The Government of the United Arab Republic shall not be charged by the Government of the United Kingdom or the British Museum with any expenses or have any financial obligations of any sort towards them in connection with the Exhibition.

### *Article 3*

(1) (a) The Government of the United Kingdom shall, subject to the necessary Parliamentary approval which the Government of the United Kingdom undertake to seek, indemnify the Government of the United Arab Republic up to a limit of £9,060,000 in respect of any loss or damage to the objects listed in annex A to this Agreement, other than loss or damage resulting from the actions or omissions of the Government of the United Arab Republic, or of the Cairo Museum, from the time of the removal of the objects from the Cairo Museum to the time of their arrival at the Cairo Museum on their return from London. This indemnity shall extend to any loss or damage suffered by the Government of the United Arab Republic as the result of any decision, order or procedure in the United Kingdom preventing the objects from being returned to the United Arab Republic at the end of the Exhibition. The circumstances giving rise to the proceedings initiated against the Government of the United Arab Republic shall not be considered as constituting an action or omission on their part within the meaning of this sub-paragraph. The Government of the United Kingdom shall inform the Government of the United Arab Republic of the granting of the Parliamentary approval referred to above before the removal of the objects from the Cairo Museum.

(b) Sub-paragraph (a) notwithstanding, this indemnity shall exclude any loss or damage, caused during transit between the Cairo Museum and the British Museum, both before and after the Exhibition, as a result of any war or hostilities or other warlike operations.

(2) The Government of the United Kingdom shall arrange for the insurance of the objects, to the valuation specified in annex A to this Agreement, against the risks specified in sub-paragraph (b) of paragraph (1) of this article. Evidence of such insurance shall be produced to the Director of the Cairo

Museum before the departure of the objects. The premium payable for such insurance, and any other expenses incurred in connection therewith, shall be a charge against the proceeds of the Exhibition in accordance with paragraph (1) of article 2. No charge in connection with such insurance shall fall on the Government of the United Arab Republic.

(3) Should the indemnity set out in paragraph (1) of this article be called upon, the Government of the United Arab Republic shall ensure that the Government of the United Kingdom are subrogated to any rights, which the Government of the United Arab Republic or persons under its jurisdiction may have, to recover compensation for the loss or damage in question.

#### *Article 4*

Any other arrangements for the holding of the Exhibition such as packing, unpacking and transport of the objects to be exhibited, the participation of representatives of the Cairo Museum, the production of any representation or copy of any of the objects to be exhibited, together with any other matters, will be the subject of arrangements to be made between the Cairo Museum and the British Museum.

#### *Article 5*

Any dispute between the two Governments concerning the interpretation or execution of this Agreement shall be settled by direct negotiations between the two Governments. If agreement is not reached as a result of such negotiations, either Government may submit the dispute to a Committee of Arbitration, composed of three members. Each Government shall nominate an arbitrator within a period of two months from the receipt of the notice of the submission of the dispute to arbitration. The two arbitrators selected shall, within one month of their nomination, choose a third arbitrator, who shall not be a national of either Government, to act as chairman of the Committee of Arbitration. If the periods of time referred to above are not respected, each Government shall have the right, in default of any further agreement between the two Governments on other means of arriving at a solution, to request the President of the International Court of Justice to make the necessary nomination. The Committee shall take its decision by a majority of votes. Its decision shall be final and binding.

#### *Article 6*

This Agreement shall enter into force on signature.

IN WITNESS WHEREOF the undersigned being duly authorised thereto by their respective Governments have signed this Agreement.

DONE in duplicate at Cairo, this 28th day of July 1971, in the English and Arabic languages, both texts being equally authoritative.

For the Government  
of the United Kingdom of Great  
Britain and Northern Ireland :  
A. B. URWICK

For the Government  
of the United Arab Republic :  
GAMAL MOKHTAR  
28/7/1971

## ANNEX A

## OBJECTS TO BE EXHIBITED

With their description, catalogue numbers in the *Guide to the Egyptian Museum*, and the *Journal d'entrée du Musée égyptien*, and their valuation for the purposes of the indemnity and insurance in accordance with article 3

<i>Description</i>	<i>Guide Nos.</i>	<i>Journal Nos.</i>	<i>Insurance Value £</i>
1. Child's chair with foot-stool . . . . .	22-23	J. 62033	80,000
2. Wooden stool . . . . .	550	J. 62038	80,000
3. Wooden box . . . . .	750	J. 61495	60,000
4. Box inlaid with ivory (not lid) . . . . .	1189	J. 61477	250,000
5. Bed supported by two cows . . . . .	521	J. 62013	500,000
6. Box with carrying-poles . . . . .	5	J. 61445	150,000
7. Wooden gaming-board . . . . .	—	J. 62058	200,000
8. Small wooden shrine over-laid with gold. . . . .	14	J. 61481	600,000
9. Wooden cabinet . . . . .	738	J. 61446	80,000
10. Earrings with birds' heads . . . . .	364	J. 61969	200,000
11. Necklace with vulture-pectoral . . . . .	228	J. 61892	200,000
12. Cloisonné collar representing a vulture . . . . .	315	J. 61876	200,000
13. Pectoral decorated with apes in boat . . . . .	344	J.	200,000
14. Scarab . . . . .	65	J. 61974	50,000
15. Necklace with pectoral showing blue lapis scarab in boat . . . . .	350	J. 61896	200,000
16. Pectoral with winged scarab holding boat . . . . .	343	J. 61884	500,000
17. Winged scarab on heb-sign . . . . .	229	J. 61887	150,000
18. Necklace with pectoral showing three scarabs with discs . . . . .	227	J. 61900	300,000
19. Gold bracelet with lapis scarab . . . . .	360	J. 62360	150,000
20. Statuette of Amenophis III . . . . .	445	J. 60702	200,000
47. Sheet-gold collar decorated with a figure of a winged cobra . . . . .	312 <i>or</i> 313	J. 61917	25,000
48. Sheet-gold collar (usekh) . . . . .	322 <i>or</i> 323	J. 61911	25,000

<i>Description</i>	<i>Guide Nos.</i>	<i>Journal Nos.</i>	<i>Insurance Value £</i>
21. Gold mask . . . . .	220	J. 60672	1,000,000
22. Gold dagger . . . . .	225	J. 61584	250,000
23. Cane with gold figure of king . . . . .	195	J. 61665	100,000
24. Crook and flail. . . . .	404	J. 61762	
	86	J. 61760	20,000
25. Bow . . . . .	1599	J. 61518	100,000
26. Flabellum . . . . .	187	J. 62001	200,000
27. Gilded wooden statue of king . . . . .	181	J. 60708	250,000
28. Model boat . . . . .	480	J. 61344	30,000
29. Canopic jar stopper. . . . .	438	J. 60687	100,000
30. Model sarcophagus . . . . .	1186	J. 60688	250,000
31. Wooden ushabti . . . . .	17	J. 60825	50,000
41. Wooden model figure of king on bier . . . . .	449	J. 60720	100,000
32. Standing lion, alabaster . . . . .	544	J. 62114	200,000
33. Alabaster vase, sma-tawy . . . . .	7	J. 62118	100,000
34. Boomerang . . . . .	636 <i>or</i> 637	J. 61614	5,000
35. Trumpet . . . . .	125	J. 62008	150,000
36. Ivory head-rest with lions . . . . .	533	J. 62020	120,000
37. Alabaster lotus-cup . . . . .	11	J. 62125	200,000
38. Alabaster box with inlay . . . . .	12	J.	50,000
39. Gilded cow's head . . . . .	395	J. 60736	200,000
40. Kherep-sceptre of beaten gold on wood . . . . .	—	J. 61759	250,000
46. Small gilded anthropoid coffin . . . . .	470?	J. 60697	200,000
49. Gilded Anubis-emblem (one of pair) . . . . .	435	J. 61374	150,000
50. Ivory palette of Meritaten . . . . .	380	J. 62079	15,000
42. Gilded statuette of king . . . . .	409	J.	120,000
43. Gilded statuette of king on black leopard . . . . .	410	J. 60714	150,000
44. Gold-plated figure of Ptah . . . . .	432	J. 60739	100,000
45. Gilded statuette of king standing on boat . . . . .	407	J.	200,000
		<b>GRAND TOTAL</b>	<b>£9,060,000</b>

## ANNEX B

AGREEMENT BETWEEN THE DIRECTORS OF THE CAIRO MUSEUM AND THE BRITISH MUSEUM  
CONCERNING THE TUTANKHAMEN EXHIBITION

In accordance with the provisions of the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United Arab Republic signed at Cairo on the 28th of July 1971, authorising the Exhibition of Tutankhamen relics belonging to the Cairo Museum, the Directors of the British and Cairo Museums agree as follows :

1. The list of the objects to be exhibited and their valuation is set out in annex A to the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United Arab Republic. A copy of that annex is attached to this Agreement.

2. The method to be used for the transport of the exhibits to and from the United Kingdom will be fixed by agreement between the Directors of the two Museums.

3. The British Museum agrees to take out an insurance to cover the exhibits against loss or damage in transit, caused as the result of any war or hostilities or other warlike operations, from the time of their removal from the Cairo Museum to the time of their arrival at the British Museum, and, at the end of the period of the exhibition, from the time of their departure from the British Museum until the time of their arrival at the Cairo Museum. The premium payable will be a charge against the proceeds of the exhibition.

4. The British Museum, in association with *The Times* newspaper, will be responsible for the finance and administration of the Exhibition. No expenditure shall be incurred by the Cairo Museum in connection with the Exhibition.

5. The British Museum undertakes to obtain the prior agreement of the Cairo Museum to the production of any representation, cast or copy of any kind of the objects, subject to conditions prescribed by the Cairo Museum. The agreement of the Cairo Museum will also be required for any scientific or technical work on the objects. The net revenue from the sale of photographs and publications prepared especially for the Exhibition will be treated as a part of the revenue of the Exhibition for the purpose of article 2 of the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United Arab Republic.

6. The packing and unpacking of the cases in Cairo and London will be carried out in the presence of representatives of the two Museums. A protocol will be drawn up recording the condition of the objects before the closure and on the opening of the cases.

7. The Cairo Museum will choose two representatives to be in London for the period of the Exhibition, each representative being present for a part of the period in question. Their expenses, in the form of a daily subsistence rate agreed between the two Museums, will be a charge against the proceeds of the Exhibition.

8. Any disagreement between the two Museums on the matters referred to in this Agreement shall be resolved by the Directors of the two Museums or, if necessary, shall be referred by them to the two Governments to be resolved in accordance with the provisions of the Agreement between them.

The Director  
of The British Museum

The Director  
of the Cairo Museum

London, the                      day of July, 1971

Cairo, the                      day of July, 1971