

No. 18610

**UNITED STATES OF AMERICA
and
EGYPT**

**Exchange of notes constituting an agreement concerning
an exhibition of Nubian art treasures. Cairo, 26 and
31 August and 19 December 1978**

Authentic text: English.

Registered by the United States of America on 18 April 1980.

**ÉTATS-UNIS D'AMÉRIQUE
et
ÉGYPTE**

**Échange de notes constituant un accord relatif à une expo-
sition des trésors de l'art nubien. Le Caire, 26 et 31 août
et 19 décembre 1978**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 18 avril 1980.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF EGYPT CON-
CERNING AN EXHIBITION OF NUBIAN ART TREASURES

I

The American Ambassador to the Egyptian Minister of Culture and Information

EMBASSY OF THE UNITED STATES OF AMERICA
CAIRO

August 26, 1978

Excellency:

I have the honor to refer to article II (c) of the Cultural Agreement between the United States of America and the Arab Republic of Egypt, signed on May 21, 1962,² which encourages the exchange of art objects and the holding of exhibitions, and to propose the following:

1. Three museums in the United States, namely the Brooklyn Museum, the Seattle Art Museum, Seattle, Washington, and the New Orleans Museum of Art, New Orleans, Louisiana, plan to hold a series of exhibitions entitled "Africa in Antiquity: The Art of Ancient Nubia and the Sudan". The first of these exhibitions will begin in September 1978.

2. It is envisaged that certain Nubian objects now belonging to the Cairo Museum will be made available by the Cairo Museum for these exhibitions. It is further envisaged that a Technical Agreement will be concluded between the Cairo Museum and the Brooklyn Museum which will, among other things, include a list of the objects to be made available for exhibitions.

3. It is envisaged that the Brooklyn Museum, Brooklyn, New York, will act as agent on behalf of the three participating United States museums where the exhibitions are to be shown.

4. The Technical Agreement between the Cairo Museum and the Brooklyn Museum, already referred to above, is expected also to include the individual valuations of the items that are to be exhibited and to provide that these valuations are not to be subject to alteration or modification except with the express written consent of the Cairo Museum and the Brooklyn Museum. The Technical Agreement is also expected to set forth financial arrangements and all other necessary details concerning the exhibitions.

5. The Government of the Arab Republic of Egypt will take the necessary measures to authorize a series of exhibitions in the United States of the Nubian objects referred to above.

6. The objects to be exhibited from the Cairo Museum shall be furnished by the Government of the Arab Republic of Egypt, as a loan, solely for the purpose of the exhibitions. The Government of the United States, for its part, undertakes, consistent with the laws of the United States (a) to respect the rights of the Cairo Museum and the Govern-

¹ Came into force on 19 December 1978, the date of the note in reply, with retroactive effect from 31 August 1978, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol. 458, p. 197.

ment of the Arab Republic of Egypt in the objects to be exhibited, and (b) to protect these objects against any form of sequestration, seizure, or any form of judicial process affecting the rights of the Cairo Museum or the Government of the Arab Republic of Egypt, whether on the part of another government or an individual or an organization. The law enforcement agencies in the United States will be responsible for taking appropriate measures for the physical security and protection of the objects, from the time of their arrival in the United States until the time of their departure from the United States under the Technical Agreement between the Brooklyn Museum and the Cairo Museum. It is understood, however, that the Government of the Arab Republic of Egypt will look exclusively to the insurance referred to in paragraph 8 below to satisfy any financial responsibility arising from loss or damage in connection with the exhibitions in the United States.

7. It is envisaged that the Government of the Arab Republic of Egypt shall not be charged by the Brooklyn Museum or the other participating museums with any expenses or have any financial obligations of any sort toward them in connection with the exhibitions. The Government of the Arab Republic of Egypt and the Cairo Museum shall not be subject to any customs duties, taxes, or other charges by the Government of the United States in connection with the entry or departure of objects in the exhibitions.

8. The Technical Agreement between the Cairo Museum and the Brooklyn Museum is expected to provide for the insurance of the objects from the time of the departure of the objects from the Cairo Museum to the time of their arrival at the next agreed upon exhibition site outside the United States. Insurance is expected to be provided at no cost to the Government of the Arab Republic of Egypt or the Cairo Museum, and appropriate certification of such coverage is expected to be provided to the Government of the Arab Republic of Egypt by the Brooklyn Museum before removal of the objects from the Cairo Museum.

9. Further particulars relating to the holding of the exhibitions such as those relating to 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, may be the subject of provisions to be made between the Cairo Museum and the Brooklyn Museum.

If these arrangements and understandings are acceptable to the Government of the Arab Republic of Egypt, I have the honor to propose this note and your Excellency's reply to that effect shall constitute an agreement between the Government of the United States of America and the Government of the Arab Republic of Egypt, which shall enter into force on the date of your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest consideration.

[Signed — Signé]¹

His Excellency Abdel-Moneim El-Sawi
Minister of Culture and Information
Cairo

¹ Signed by Hermann Fr. Eilts — Signé par Hermann Fr. Eilts.

II

The Egyptian Minister of Information and Culture to the American Ambassador

MINISTRY OF INFORMATION AND CULTURE
OFFICE OF THE MINISTER

August 31, 1978

Excellency:

I have the honor to acknowledge receipt of your Note of August 26, 1978, which reads as follows:

[See note I]

Accept, Excellency, the assurances of my highest consideration.

[Signed]

ABDEL-MONEIM EL-SAWI
Minister of Information and Culture

H.E. Hermann Frederick Eilts
U.S.A. Ambassador
American Embassy
Cairo

III

The Egyptian Minister of Education, Culture, and Scientific Research to the American Ambassador

MINISTRY OF EDUCATION, CULTURE, AND SCIENTIFIC RESEARCH
OFFICE OF THE MINISTER

19/12/1978

Excellency:

I have the honor to refer to your Note of August 26, 1978, concerning the exhibition entitled "Africa in Antiquity: The Art of Ancient Nubia and the Sudan". I also have the honor to refer to the reply of the Minister of Culture, dated August 31, 1978, and wish to confirm that there was omitted by inadvertence from this reply the penultimate paragraph reading "I wish to confirm that the foregoing is acceptable to the Arab Republic of Egypt."

Accept, Excellency, the assurances of my highest consideration.

[Signed]

HASSAN ISMAIL
Minister of Education, Culture,
and Scientific Research

H.E. Hermann Frederick Eilts
U.S.A. Ambassador
American Embassy
Cairo