Bank of America Art Conservation Project

The Bank of America Art Conservation Project is now in its tenth year, and we have had the honor of making possible the preservation of more than 170 projects in thirty-three countries on six continents. These projects represent different art movements, media and time periods – and, importantly, cultures – but they all reflect the creativity and passion of people throughout the world over hundreds, even thousands, of years.

To learn more about Bank of America’s commitment to the arts, please visit www.bankofamerica.com/arts.

Museums and cultural institutions are invited to submit a proposal to conserve works of art that meet the following criteria:

- Significant to the cultural heritage of the country or region, or important to the history of art
- On view to the public (and/or will be on view once conservation is complete)
- Paintings, works on paper, photographs, sculpture, architectural or archeological pieces, important books or manuscripts, tapestries or works of decorative or applied art that are in danger of degeneration

How to submit a proposal

Interested organizations should visit the program website: www.bankofamerica.com/artconservation.

Questions about the program or the submission process can be sent to art.conservation@bankofamerica.com.

Proposals will be accepted from September 1, 2020 through November 30, 2020.

Proposal review process

Following submission, proposals will undergo a review process by the Bank of America Art Conservation Project team along with the Art Conservation Project Advisory Panel.

Advisory panel members

Barbara Buckley – The Barnes Foundation
Nick Dorman – Seattle Art Museum
Mark Lewis – Chrysler Museum of Art
Merv Richard – National Gallery of Art
Laura Rivers – J. Paul Getty Museum
Stefan Simon – Prussian Cultural Heritage Foundation
Lena Stringari – Solomon R. Guggenheim Museum

Notification

Organizations will be notified of decisions approximately six to eight weeks after the submission deadline.

Solomon R. Guggenheim Museum, New York
Conservation in progress on Woman in Evening Dress, 1877–1880, by Édouard Manet (French, 1832–1883)
The following information/questions about the designated works of art or the conservation project will be required as part of the proposal submission:

- Project title – including the name of the artwork and artist, if applicable
- Project description – summary of the project and how your organization will use the grant
- Provenance – chronology of the ownership, custody or location of the artwork
- Current status of the artwork and whether it is currently on display
- Why the artwork is important to your organization
- Is there an urgency to conserving the artwork and, if so, why?
- Images of the artwork
- Who will be in charge of the conservation effort and their credentials
- What the projected work will be
- What the expected outcome will be
- What will happen to the artwork following conservation
- Timeline for conservation
- Where conservation will take place
- Anticipated funding needed for conservation and detailed budget
- If you are seeking funding from any additional sources for the project and, if so, from whom?

In addition to providing the information above, your organization must acknowledge its acceptance of the following program Terms and Conditions before submitting a proposal. The Terms and Conditions will apply to the conservation of the designated works of art described.

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3. Grant.


is selected, your organization will be required to submit a grant application to the Bank of America Conservation Project for the Project unless otherwise agreed in writing by the Foundation.

2.2. Ownership of the Artwork. The Museum represents and warrants that it is the sole owner of the Artwork and that it shall provide to Bank of America documentation validating the provenance of the Artwork.

3.6. Conservation Costs in Excess of Grant. The Museum shall be solely responsible for all conservation costs that may exceed the amount of the Grant. If additional costs are incurred, the Museum shall remain bound by the Terms and Conditions outlined herein.

3.7. Exclusivity. If a Grant is awarded to the Museum for the Project, it is the intent of Bank of America that the Foundation will be the sole and exclusive funding source for the Project. The Museum’s receipt of additional grants or sponsorship for the Project shall be subject to Bank of America’s prior review and written approval. As such, Bank of America and the Foundation shall be the sole entity recognized for funding the Project unless otherwise agreed in writing by the Foundation.

4. Conservation

4.1. Project Period. The Project may not take longer than one year after receipt of the Grant unless otherwise agreed in writing by the Foundation.

4.2. Direction and Supervision of Project. The Project shall be carried out exclusively under the direction of the Museum. The Museum agrees that Bank of America and the Foundation have no role in the direction of the Museum. The Museum is responsible for work delegated to other professionals, students, interns, volunteers, employees, contractors and subcontractors, agents and assigns.

4.3. Techniques, Methods, Practices and Materials. The Museum agrees to select and use techniques, methods, practices and materials appropriate to the conservation objectives and consistent with industry standards that do not damage, destroy or adversely affect the Artwork or its future examination, scientific investigation, treatment or function.

4.4. Liabilities. Bank of America and the Foundation assume NO LIABILITY for any force majeure, casualty or control of the Museum. The Museum agrees that it has the full right and legal authority to enter into and fulfill its obligations herein in accordance with its terms without violating the rights of any third party.

5. Representations and Warranties. The Museum represents and warrants to Bank of America that (a) it will use techniques, methods, practices and materials consistent with industry standards, (b) it has the full right and legal authority to enter into and fulfill its obligations herein in accordance with its terms without violating the rights of any third party, (c) it has, or will timely obtain, all licenses, permits or other authorizations necessary to perform its obligations and conserve the Artwork, (d) and (e) it will comply with all applicable laws, regulations and ordinances pertaining to the activities contemplated herein.


6.1. Right to Use Bank of America Marks. If a Grant is awarded to the Museum for the Project, the Museum hereby grants Bank of America a non-exclusive, royalty-free limited license to use the logos, service marks, symbol, trade names and/or trademarks of Bank of America (hereinafter referred to as the “Bank of America Marks”) in order to advertise and promote Bank of America’s affiliation with the Project in all forms of media, provided that samples of each use are approved by Bank of America in writing prior to publication/distribution. Such approvals shall not be unreasonably withheld.

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7. Indemnity. Each party agrees to indemnify, defend and hold harmless the other party and its subsidiaries and affiliates and its predecessors, successors, assigns, officers, directors, agents and employees from and against any and all expenses, liabilities, damages, claims, suits, legal proceedings, actions, judgments and costs including reasonable attorney’s fees (“Claims”) arising out of any party’s breach of these Terms and Conditions, the negligence or willful misconduct of that party, its employees, contractors, and/or any infringement by that party of the intellectual property rights of a third party, except to the extent that any such Claim is caused by the other party. Notwithstanding anything to the contrary, each party’s indemnification obligations to the other party shall be limited to the extent of recovery under the indemnifying party’s insurance policies.

8. Authority to Acknowledge Terms and Conditions. The person reviewing and acknowledging these Terms and Conditions on behalf of the Museum hereby certifies that he/she has the authority to acknowledge these Terms and Conditions on behalf of the Museum and bind it to these obligations and statements.

9. Amendments. Each party agrees to terminate this Agreement if (a) the other party commits a material breach of this Agreement that is not cured within thirty (30) days of receipt of written notice from the non-breaching party or (b) the other party becomes insolvent or becomes involved in bankruptcy proceedings. Bank of America may terminate this Agreement for its convenience, without cause, at any time without further notice or expense. As such, Bank of America and the Foundation shall be the sole entity recognized for funding the Project unless otherwise agreed in writing by the Foundation.

10. Authority to Acknowledge Terms and Conditions. The person reviewing and acknowledging these Terms and Conditions on behalf of the Museum hereby certifies that he/she has the authority to acknowledge these Terms and Conditions on behalf of the Museum and bind it to these obligations and statements.

Bank of America Art Conservation Project Terms and Conditions

Funds for the Bank of America Art Conservation Project will be awarded in the form of a grant from the Bank of America Charitable Foundation, Inc. (“Foundation”). Before your organization (“Museum”) can submit a formal application for funding to the Foundation, you will be asked to accept the following Terms and Conditions (“Terms and Conditions”). These Terms will apply to the conservation of the designated pieces of artwork (the “Artwork,” “Project”) described by the Museum in its submission.