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 brian.siegel@bofa.com.

PROPOSALS MUST BE SUBMITTED BY APRIL 30 TO BE CONSIDERED FOR FUNDING IN 2020.

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.
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.
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.

1. Term.

These Terms and Conditions shall remain in effect until December 31, 2021 unless sooner terminated or extended as provided herein. The expiration of the Term:


The Museum represents and warrants that it is a charitable or non-profit organization pursuant to the laws and regulations in the country in which it was founded. The Museum agrees that, if its status as a charitable entity is revoked or modified during the Term, it shall notify Bank of America within one week of such change in status and return any unspent grant funds to the Foundation as of the date of such change.

2.2. Ownership of the Artwork.

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

3. Grant Application.

3.1. Grant Application.

The Museum acknowledges that applications for grants from the Foundation will be managed through its Cybergrants web portal ("Grant"). The Foundation will endeavor, but is under no obligation, to award a Grant to the Museum for the Project.

3.2. Grant Terms and Conditions.

The Museum acknowledges that the Grant application will have additional terms and conditions ("Grant Terms and Conditions") that the Museum will have to agree to. As such, the Project Terms and Conditions outlined here shall coexist with and shall not supersede or be superseded by the Grant Terms and Conditions. To the extent that the Project Terms and Conditions conflict with the provisions of the Grant Terms and Conditions, the conflicting provisions of the Grant Terms and Conditions shall prevail. To the extent that the Grant Terms and Conditions conflict with the provisions of Project Terms and Conditions, the conflicting provisions of the Project Terms and Conditions shall prevail.

3.3. Agreement of the Grant.

The amount of the Grant, if any, shall be determined solely by the Foundation and communicated to the Museum under separate communication.

4. Use and Evaluation of Use of Grant.

If a Grant is awarded to the Museum for the Project, the Museum agrees to use the Grant solely for the Project. The Foundation may monitor and conduct an evaluation of operations under the Grant, which may include a visit from Foundation personnel to observe and evaluate Museum operations and review financial and other records and materials connected with the Museum. If requested by the Foundation, the Museum shall complete a written report on the outcome of the Grant in the format supplied by the Foundation.

5. Reporting.

While the Artwork is under conservation, the Museum has an obligation to maintain accurate, complete and permanent records of examination, sampling, scientific investigation and treatment. Records should be both written and photographic and provided upon request to Bank of America.


6.1. Rights to Use Museum Marks.

If a Grant is awarded to the Museum for the Project, the Museum hereby grants Bank of America a non-transferable, non-exclusive, royalty-free limited license to use the logos, service marks, symbols, trade names and 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.

6.2. Right to Use Bank of America Marks.

If a Grant is awarded to the Museum for the Project, Bank of America hereby grants the Museum a non-transferable, non-exclusive, royalty-free limited license to use the logos, service marks, symbols, trade names and trademarks of Bank of America Marks shall be used only in their entirety and in the exact form, style, and type prescribed by Bank of America. The Bank of America Marks are and shall remain the exclusive property of Bank of America. The Museum shall not obtain or attempt to obtain any right, title, or interest in or to the Bank of America Marks.

7. 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 will require its employees, contractors or subcontractors, industry professionals, students, interns, volunteers, agents and assignees to use techniques, methods, practices and materials consistent with industry standards;
(c) it has the full right and legal authority to enter into and fully perform its obligations herein in accordance with its terms without violating the rights of any third party;
(d) it has, will or timely obtain all licenses, permits and other authorizations necessary to perform its obligations and conserve the Artwork; and
(e) it will comply with all applicable laws, regulations and ordinances pertaining to the activities contemplated herein.

8. Option to Terminate.

Either party shall have the right, but not the obligation, to terminate this Agreement if (a) the other party commits a material breach of this Agreement that is not cured by the other party within thirty (30) days of receipt of written notice from the non-breaching party or (b) if 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 charge or expense upon at least forty-five (45) days prior written notice to the Museum.


Each party agrees to indemnify, defend and hold harmless the other party and its subsidiaries and affiliates and their successors, permitted assigns, officers, directors 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 that party’s breach of these Terms and Conditions, the negligence or willful misconduct of that party’s employees or agents, and/or any infringement by that party of the intellectual property rights of a third party, except to the extent that any such Claims 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.

10. Authority to Acknowledge Terms and Conditions.

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