

Bank of America Art Conservation Project

The Bank of America Art Conservation Project was launched in 2010, and we have had the honor of providing funding for 261 projects in forty 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.



The Menil Collection, Houston

Conservation in progress on *Fragment of a Prisoner Textile*, Chimú, Late Intermediate Period, c. 1200–1290, Peru, Central Coast, Huarmey

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

Participation requirements:

- The museum must be a non-profit or charitable organization
- The organization will report findings to Bank of America following conservation
- The organization will provide Bank of America with images, publications or video assets created around the projects
- Bank of America will have access to mutually agreed upon private tours and events

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 arts@bofa.com.

Proposals will be accepted through September 30, 2024.

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
Rena De Sisto | Bank of America (retired)
Nick Dorman | Seattle Art Museum
Linda Federici | Bank of America (retired)
Mark Lewis | Chrysler Museum of Art
Merv Richard | National Gallery of Art (retired)
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 by January 2025.



The Museum of Modern Art, New York

Conservation in progress on *The Bather*, c. 1885, by Paul Cézanne (French, 1839–1906)

Bank of America Art Conservation Project Proposal Submission

In order to be considered for funding, you must first submit a proposal that provides information about the project as well as basic information about your organization. In addition to providing the information below, your organization must acknowledge its acceptance of the program Terms and Conditions on page 3 prior to submitting a proposal. The Terms and Conditions will apply to the conservation of the designated works of art outlined in the proposal.

If selected for a grant, you will be asked to complete a formal Grant Application with the Bank of America Charitable Foundation, Inc. Organizations based outside of the United States will also be required to complete an application managed by Charities Aid Foundation America (CAFA).

The following information 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, creation date and name/nationality of the 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
- Whether there is an urgency to conserving the artwork and why
- Images of the artwork
- Who will be in charge of the conservation effort and their credentials
- What will be done to the artwork
- 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

Bank of America Art Conservation Project Terms and Conditions

If you have questions about the proposal process, please contact: arts@bofa.com.

Before the organization (the "Museum") can submit a proposal, the Museum must acknowledge its acceptance of these Project Terms and Conditions ("Terms and Conditions"). These Terms and Conditions will apply to the conservation of designated pieces of artwork as described by the Museum (the "Artwork", the conservation of such Artwork being referred to herein as the "Project") through a grant (the "Grant") under the Bank of America Art Conservation Project from Bank of America Corporation ("Bank of America"). If the Museum's proposal is selected, the Museum will be required to submit a grant application to Bank of America prior to the Grant being awarded.

Term.

These Terms and Conditions shall remain in effect until **December 31, 2025** unless sooner terminated or extended as provided herein (the "Term"). The expiration or termination of the Term shall not release the parties from their accrued but unperformed obligations and the rights and obligations that extend beyond the Term.

Museum and Artwork.

1. Charitable Status of Museum.

The Museum represents that it (a) has received its Section 501(c)(3) tax-exempt status from the Internal Revenue Service (the "IRS"), and is treated by the IRS as an organization that is not a private foundation as described in Sections 509(a)(1), (2) or (3) of the Internal Revenue Code (the "Code"), or (b) if the Museum is organized and existing under the laws of a country or territory outside of the United States, the Museum is a charitable or nonprofit organization pursuant to the laws and regulations of such country; and in the case of each of (a) and (b), there is no issue presently pending before any government regulator that could result in any changes to its tax-exempt status. Should the Museum's status as a 501(c)(3) or other tax-exempt entity be revoked or modified during the Term, the Museum shall notify Bank of America within one (1) week of such change in status and return any unspent Grant funds to Bank of America as of the date of such change.

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.

Grant.

1. Grant Application.

The Museum acknowledges that applications for grants from Bank of America will be managed through its CyberGrants web portal. Bank of America will endeavor, but is under no obligation, to award a Grant to the Museum for the Project.

2. Grant Terms and Conditions.

The Museum acknowledges that the Grant application may have additional terms and conditions. To the extent that there is any conflict between these Terms and Conditions and the Grant application, these Terms and Conditions shall govern.

3. Amount of the Grant.

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

4. 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 Museum represents that Grant funds will not be used for any political campaign or to influence the outcome of an election, to carry on propaganda, to lobby or otherwise attempt to influence legislation or to conduct any activities described in Sections 4945(d) and (e) of the Code and the Treasury Regulations thereunder or any similar provision of law in the Museum's country of organization and operation. Information regarding the types of activities prohibited under Section 4945 of the Code and other impermissible activities should be directed to the Museum's tax or legal advisor. The Museum represents that the Grant funds will not be used for any purpose that would violate the United States Foreign Corrupt Practices Act, the U.K. Bribery Act of 2010, or any other applicable anti-corruption laws. No portion of the Grant shall be applied to satisfy any person's obligation to contribute to the Museum. No portion of the Grant may be applied to satisfy any payments for loans from Bank of America Corporation or any subsidiary or affiliate thereof.

5. Evaluation of Use of Grant.

Bank of America may monitor and conduct an evaluation of operations under the Grant, which may include a visit from Bank of America personnel to observe and evaluate Museum operations and review financial and other records and materials connected with the Museum. If requested

by Bank of America, the Museum shall complete a written report on the outcome of the Grant in the format supplied by Bank of America.

6. 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.

7. Conservation Costs in Excess of Grant.

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.

8. Exclusivity.

If a Grant is awarded to the Museum for the Project, it is the intent of Bank of America that Bank of America 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 shall be the sole entity recognized for funding the Project unless otherwise agreed in writing by Bank of America.

Conservation.

1. Project Period.

The Project may not take longer than one (1) year after receipt of the Grant unless otherwise agreed in writing by Bank of America.

2. Direction and Supervision of Project.

The Project shall be carried out exclusively under the direction and supervision of the Museum. The Museum agrees that Bank of America has no role with respect to the carrying out of the Project other than expressing interest in the Project and awarding a Grant to complete the Project. The Museum is responsible for work delegated to other professionals, students, interns, volunteers, employees, contractors and subcontractors, agents and assignees.

3. Liability.

Bank of America assumes NO LIABILITY for the care, custody and control of the Artwork and/or the techniques, methods, practices and/or materials employed by or used on the Artwork by the Museum, Museum employees, contractors or subcontractors of the Museum, industry professionals, students, interns, volunteers, agents or assignees working on the Artwork during the conservation process. Further, Bank of America assumes NO LIABILITY for the condition of the Artwork or outcomes that result from the conservation process.

Recognition.

1. Credit Line for Grant.

After the Project is complete and the Artwork is on display, the Museum shall acknowledge Bank of America in all public references of the Project and/or the conservation of the Artwork by using the following credit line: "Funding for the conservation of this artwork was generously provided through a grant from the Bank of America Art Conservation Project." Such credit line shall be posted for no less than five (5) years. The credit line should appear on all materials related to the conservation project, including but not limited to the Museum's website, reports, brochures, social media and invitations and e-invitations. Moreover, if the Artwork goes on tour within five (5) years of the completion of the conservation, the Museum shall notify Bank of America that the Artwork is going on tour, where it is going on tour, and will provide the above credit line to each venue where the Artwork is on display and will make an effort to ensure that Bank of America is given credit while the Artwork is on display.

2. Publicity.

The Museum agrees that Bank of America and its subsidiaries and affiliates have the right to include information about the Museum, any Grant made to the Museum, and any other related information provided by the Museum, in its marketing materials and public reports in all forms of media throughout the world without compensation or consent. Upon request, Bank of America will share copies of any marketing materials, public reports, and press announcements and releases with the Museum.

3. Press Announcements.

Neither party shall issue any media releases, press announcements or similar public disclosures relating to Project without the other party's prior written consent, and neither party shall publicly disclose the amount of the grant, provided that nothing in this paragraph shall restrict any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing party.

4. Digital Images.

The Museum shall submit to Bank of America the following digital images of the Artwork. Image must be taken by a professional photographer and be sized at least 8x10 inches at 600 dpi resolution.

- no fewer than two images from before the conservation has occurred
- no fewer than ten images taken during the conservation
- no fewer than two images after the conservation.

5. Video Documentation.

The Museum should make best efforts to create a video documentary of the conversation process and provide a copy to Bank of America.

6. Release.

If a Grant is awarded to the Museum for the Project, the Museum hereby grants Bank of America a non-exclusive, irrevocable for a period of five (5) years, royalty-free, non-transferable license to use such Digital Images, including any Video Documentation if produced, to promote and advertise the Bank of America Art Conservation Project in all forms of media throughout the world, provided that samples of each use are approved by the Museum in writing prior to publication/distribution, and subject to Bank of America securing any necessary third party permissions for artworks depicted in the Digital Images. The Museum shall indicate who owns the copyright for the digital image, and Bank of America shall credit such image copyright holder for each use. Without limiting the foregoing, Bank of America may use such images in a catalogue or book of the artworks that are conserved, subject to the approval rights and securing permissions described above.

Events.

1. Bank of America Events.

The Museum agrees to provide Bank of America with either of the below:

a. Project Visits.

If the conservation occurs at the Museum, then the Museum agrees to coordinate no fewer than three (3) visits for Bank of America representatives and guests to view the Artwork while under conservation. If the conservation occurs outside of the Museum, then Museum agrees to make best efforts to coordinate no fewer than three (3) visits for Bank of America representatives and guests.

b. Reception

Opportunity to host, rent free, one (1) event at the Museum. Bank of America will be responsible for all costs associated with the event such as catering, security, etc.

Intellectual Property Right.

1. Right to Use Museum Marks.

If a Grant is awarded to the Museum for the Project, the Museum hereby grants Bank of America a nontransferable, non-exclusive, royalty-free, limited license to use the Museum's name, its image and/or likeness of the Museum building, the image of the Artwork and other intellectual property owned by and/or licensed by the Museum (collectively called the "Museum Marks") in order to promote and advertise the Bank of America Art Conservation Project in all forms of media throughout the world, provided that samples of each use are approved by Museum in writing prior to publication/distribution. Such approvals shall not be unreasonably withheld.

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 nontransferable, non-exclusive, royalty-free, limited license to use the "Bank of America" name and Bank of America Flagscape logo (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.

3. Approved Use.

Neither party shall depart from the approved use of any advertising material.

4. Ownership of Marks.

a. Ownership of Bank of America Marks.

The 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.

b. Ownership of Museum Marks.

The Museum Marks shall be used only in their entirety and in the exact form, style, and type prescribed by the Museum.

Bank of America shall not obtain or attempt to obtain any right, title, or interest in or to the Museum Marks.

Representation and Warranties.

The Museum represents and warrants to Bank of America that it: (a) will use techniques, methods, practices and materials consistent with industry standards; (b) will require its employees, contractors or subcontractors, industry professionals, students, interns, volunteers, agents or assignees to use techniques, methods, practices and materials consistent with industry standards; (c) 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; and (d) has, or will timely obtain, all licenses, permits or other authorizations necessary to perform its obligations and conserve the Artwork.

Compliance with Laws.

The Museum represents, covenants, and warrants that it is and will remain during the term of these Terms and Conditions in compliance with all laws, regulations, orders, and rules applicable to the conduct of its operations ("Applicable Laws"), including, but not limited to, the United States Foreign Corrupt Practices Act, the U.K. Bribery Act of 2010 and other anti-bribery and anti-corruption laws; the requirements of the U.K. Modern Slavery Act 2015, the Australia Commonwealth Modern Slavery Act 2018, and other modern slavery laws; and any Applicable Laws prohibiting U.S. persons from engaging in transactions and dealings with countries, entities, or individuals subject to economic sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control. The Museum is aware that a list of countries subject to such sanctions, a list of Specially Designated Nationals and Blocked Persons subject to such sanctions, and overviews and guidelines for each such sanction program can be found at: [Home | Office of Foreign Assets Control \(treasury.gov\)](#). If the Museum at any time subsequent to completing this certification becomes aware that it is materially out of compliance with an Applicable Law, it will notify Bank of America promptly.

Option to Terminate.

Either party shall have the right, but not the obligation, to terminate these Terms and Conditions if (a) the other party commits a material breach of these Terms and Conditions 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 these Terms and Conditions 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.

Indemnity.

Each party agrees to indemnify, defend and hold harmless the other party and its subsidiaries and affiliates and their successors, permitted 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 that party's breach of these Terms and Conditions, the negligence or willful misconduct of that party, its employees, or 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.

Authority to Acknowledge Terms And Conditions.

The person reviewing and acknowledging these Terms and Conditions affirms that he/she is an officer 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.