

# 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 237 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](http://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

## **How to submit a proposal:**

Interested organizations should visit the program website:

[www.bankofamerica.com/artconservation](http://www.bankofamerica.com/artconservation).

Questions about the program or the submission process can be sent to [arts@bofa.com](mailto:arts@bofa.com).

**Proposals will be accepted from August 1, 2023 through September 29, 2023.**

## **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

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 approximately six to eight weeks after the submission deadline.



**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 described.

If selected to move forward in the process, you will be asked to complete a formal Grant Application with the Bank of America Charitable Foundation, Inc. Organization 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 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
- 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

Funds for the Bank of America Art Conservation Project projects 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.

Before your organization (“Museum”) can submit a proposal, you must acknowledge your acceptance of these Terms and Conditions (“Terms and Conditions”). These Terms will apply to the conservation of the designated pieces of artwork (the “Artwork”, “Project”) described by Your Organization (“Museum”). 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”). If your proposal is selected, your organization will be required to submit a grant application to the Bank of America Charitable Foundation prior to the grant being awarded

1. Term. These Terms and Conditions shall remain in effect until December 31, 2022 unless sooner terminated or extended as provided herein. 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.

## 2. Museum and Artwork

2.1. Charitable Status of Museum. 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

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 in 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. Amount 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.

3.4. Use of 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.

3.5. 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.

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 and supervision of the Museum. The Museum agrees that Bank of America and the Foundation 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.

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. Liability. Bank of America and the Foundation assume 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 and the Foundation assume NO LIABILITY for the condition of the Artwork or outcomes that result from the conservation process.

## 5. Recognition

5.1. 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 years. Moreover, if the Artwork goes on tour within five 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.

5.2. Publicity. The Museum agrees that Bank of America and its subsidiaries and affiliates (including the Foundation) 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 related marketing materials, public reports, and press announcements and releases 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.

5.3. Press Announcements. Neither party shall issue any media releases, press announcements or public disclosures relating to Project without the other party’s prior written consent, 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.

5.4. Digital Images. The Museum shall submit to Bank of America the following high resolution, digital images of the Artwork taken by a professional photographer:

- 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

5.5. 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.

5.6. Release. If a Grant is awarded to the Museum for the Project, the Museum hereby grants Bank of America and the Foundation a non-exclusive 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 and the Foundation 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 and the Foundation shall credit such image copyright holder for each use. Without limiting the foregoing, Bank of America and the Foundation 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.

5.7. 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 the Museum agrees to make best efforts to coordinate no fewer than three (3) visits for Bank of America representatives and guests.

5.8. Events. The Museum agrees to host Bank of America representatives and guests at any events that announce the start of or the completion of the Project.

## 6. Intellectual Property Rights

6.1. 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.

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 nontransferable, non-exclusive, royalty-free limited license to use the logos, service marks, symbols, 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.

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

## 6.4. Ownership of Marks

6.4.1. 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.

6.4.2. 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.

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) 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) 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, or will timely obtain, all licenses, permits or 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.

9. 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.

10. 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.