

Japanese Government General Indemnity Contract (English translation)

Chapter I General Provisions

Article 1 (Contents of the Clauses)

These clauses shall be the clauses of the Government Indemnity Contract for Works of Art pursuant to the provisions of the Act on the Indemnification of Damage to Works of Art in Exhibitions (Act No. 17 of 2011; hereinafter referred to as "Act").

Article 2 (Definitions)

The definitions of the following terms in these clauses shall each be as given below.

- (1) Contracting Institution: organizer of the exhibition
- (2) Owner: owner of the subject works of art
- (3) Subject works of art: work of art covered by the Indemnity Contract and as given in the attached Schedule.
- (4) Agreed appraised value: value given in the attached Schedule which has been agreed to by the Minister of Education, Culture, Sports, Science and Technology (hereinafter referred to as "Minister"), the Contracting Institution of the Indemnity Contract (hereinafter referred to as "Contracting Institution") and the owner of the subject works of art (hereinafter referred to as "Owner") as the value of the subject works of art.

Chapter II Contents of Indemnity

Article 3 (Damage Covered by Indemnity)

1. The Minister shall pay indemnification for all physical damage (hereinafter referred to as "damage covered by indemnity") caused directly to the subject works of art through any contingent incident except for cases to which the exclusions of Article 5 apply.
2. Where the subject works of art comes under the state given in the following items owing to damage covered by indemnity, the subject works of art shall be deemed to have been totally lost.
 - (1) The subject works of art has been destroyed or where it has incurred great damage similar thereto.
 - (2) The Owner has lost the subject works of art and there is no chance of its recovery.
 - (3) The aircraft on which the subject works of art was loaded has gone missing and it is reasonable to believe that the subject works of art has been lost (provided, however, that this excludes cases where it is presumed that the aircraft went missing owing to an incident other than through damage covered by indemnity).
3. For the duration that the subject works of art are loaded separately on multiple aircraft, automobiles, railway trains, the provisions of the items of the preceding paragraph shall apply separately to each aircraft, automobile, or train.
4. Where it is possible to repair the subject works of art which has incurred injury through damage covered by indemnity, the amount of damage covered by indemnity shall be the sum total of the actual cost of the repair and the depreciated value after

the repair (in cases where such sum total exceeds the agreed appraised value, the agreed appraised value).

Article 4 (Pair and Set)

Where the subject works of art is part of a pair or set (except for cases where each part constituting the pair or set has a separate agreed appraised value), taking the importance of each separate part constituting the pair or set into consideration, the part corresponding to the depreciation of the whole pair or set shall be the amount of damage covered by indemnity, but it shall not be evaluated as the loss of the entire pair or set.

Article 5 (Exclusions)

The Minister shall not pay indemnification for any loss or damage resulting from any of the grounds coming under the following items:

- (1) Loss damage or expense attributable to willful misconduct of Owner (where these persons are juridical persons, the administrative officer, director or any other organization which executes the business of the juridical person; hereinafter the same shall apply) or their statutory agent or employee (for the purpose of these clauses, a subcontractor shall not be included in the "employees"; hereinafter the same shall apply).
- (2) The ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject works of art.
- (3) Loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject works of art that should be able to withstand the ordinary incidents of the transit which is the subject of the indemnity; provided, however, that this is limited to where the packing or preparation is carried out by the Contracting Institution, the Owner or their employees or prior to the attachment of the indemnity.
- (4) Loss damage or expense caused by an inherent vice or nature of the subject works of art.
- (5) Loss damage or expense arising from use of an aircraft, carriage conveyance or container which is unfit for the safe carriage of the subject works of art; provided, however, that this is limited to where the loading therein or thereon is carried out prior to the attachment of this indemnity or by the Contracting Institution, the Owner or their employees and they are privy to such unfitness at the time of loading.
- (6) Loss damage or expense caused by delay in the carriage (including cases where the delay is caused by damage covered by indemnity).
- (7) Loss damage or expense caused by insolvency or financial default of the owner, manager, charterer or operator of the aircraft; provided, however, that this is limited to where, at the time of the loading of the subject works of art onto the aircraft, the Contracting Institution or the Owner was aware, or in the ordinary course of business should have been aware, that such insolvency or financial default could prevent the normal prosecution of transit.

- (8) Loss damage liability or expense directly or indirectly caused by or contributed to by arising from
 - (A) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - (B) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - (C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - (D) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
 - (E) Use of any chemical, biological, bio-chemical or electromagnetic weapon.
- (9) Loss damage or expense on land caused by
 - (A) War, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power .
 - (B) capture seizure arrest restraint or detainment, arising from risks covered under (A) above, and the consequences thereof or any attempt thereat.
 - (C) derelict mines torpedoes bombs or other derelict weapons of war.
- (10) Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system. However losses arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile shall not applied in the above mentioned.

Article 6 (Duration of the Indemnity)

1. The duration of the indemnity attaches either from the time the subject works of art is first removed from the wall or first taken from the shelf of the storage place of the subject works of art or is first transferred in some other manner for the purpose of shipment from the location on the premises of the Owner or Custodian in a foreign country to the exhibition place, or from the day of commencement of the indemnity given in the certificate of contract on indemnity, whichever shall occur later, and after passing through the ordinary course of transit, packing, unpacking, display, temporary storage, etc., terminates either on the subject works of art being delivered to the wall, shelf or other place of the storage place instructed by the Owner, or the day of termination of the indemnity given in the certificate of contract on indemnity, whichever shall occur earlier; provided, however, that all of the subject works of art shall be covered for indemnity under this Indemnity Contract until a report describing the detailed condition of the subject

works of art at the time of the first packing (hereinafter referred to as "condition report") has been prepared within the indemnity period.

2. Pursuant to the provisions of Article 17, paragraph 1, if the Minister, Contracting Institution and Owner have agreed to changes in the course of transit or other matters, the indemnity period may be extended.
3. Subject to the two preceding paragraphs, this indemnity shall remain in force during delay beyond the control of the Contracting Institution or Owner, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Article 7 (Agreed Appraised Value)

1. The agreed appraised value of the subject works of art shall be the amount given in the attached Schedule on an agreement between the Minister, Contracting Institution and Owner as the value of the subject works of art.
2. Where the Contracting Institution concludes a casualty insurance contract in order to cover the amount left after deducting the amount indemnified through the Indemnity Contract out of the amount of damage covered by indemnity with regard to the subject works of art, the agreed insurance value of each individual subject works of art shall be the same amount as the agreed appraised value of the preceding paragraph.
3. The amount of damage covered by indemnity of Article 3 shall be calculated based on such agreed appraised value.

Article 8 (Limit of the Indemnity)

1. The indemnification to be paid by the Minister pursuant to this Contract shall be limited to the amount provided for in each item in the cases given in the following items (in cases coming under all of the cases given in such items, the sum total of the amount prescribed in each item and, where the amount provided for in each item or the sum total is in excess of ninety-five billion (95,000,000,000) yen, the limit shall be ninety-five billion (95,000,000,000) yen).
 - (1) Where the sum total of the damage covered by indemnity (hereinafter referred to as "general damage") except for that given in the following item is in excess of five billion (5,000,000,000) yen, such excess amount.
 - (2) Where the sum total of the damage covered by indemnity (hereinafter referred to as "specified damage) given in the following sub-items is in excess of one hundred million (100,000,000) yen, such excess amount.
 - (a) Damage incurred through a fire, rupture or explosion caused by an earthquake or eruption (rupture or explosion means the destruction or such phenomenon accompanying the rapid expansion of gases or vapor).
 - (b) Damage of destruction, burial or washing away caused by an earthquake or eruption.
 - (c) Damage incurred through a tsunami, flooding or some other water disaster owing to an earthquake or eruption.
 - (d) Damage incurred through terrorism (any act of a person acting on behalf of or in connection with any organization, which carries out activities directed towards the

overthrowing or influencing, by force or violence, of any government whether or not legally constituted (including any person acting from a political, ideological, or religious motive.))

2. If two or more incidents occur during the period of one exhibition, the amount of damage covered by indemnity shall be the total amount of the damage of all of the incidents.

Article 9 (Method of Calculating Each Individual Amount of Indemnification)

The amount of indemnification to be paid for each individual subject works of art shall be the amount prescribed in each respective item in accordance with the categories given in the following items.

- (1) The amount of indemnification for each subject works of art which incurred general damage in the cases given in paragraph 1, item (1) of the preceding Article (except for cases coming under the cases given in item (3) of this Article) shall be calculated based on the following formula:

$$\frac{\text{Sum total of the amount of general damage} - 5 \text{ billion yen}}{\text{Sum total of the amount of general damage}} \times \frac{\text{Amount of general damage incurred with regard to each individual work of art}}{\text{Sum total of the amount of general damage}}$$

N.B. In cases where the sum total of the amount of general damage minus 5 billion yen exceeds 95 billion yen, 95 billion yen.

- (2) The amount of indemnification for each subject works of art which incurred specified damage in the cases given in paragraph 1, item (2) of the preceding Article (except for cases coming under the cases given in item (3) of this Article) shall be calculated based on the following formula:

$$\frac{\text{Sum total of the amount of specified damage} - 100 \text{ million yen}}{\text{Sum total of the amount of specified damage}} \times \frac{\text{Amount of specified damage incurred with regard to each individual work of art}}{\text{Sum total of the amount of specified damage}}$$

N.B. In cases where the sum total of the amount of specified damage minus 100 million yen exceeds 95 billion yen, 95 billion yen.

- (3) The amount of indemnification for each subject works of art which incurred damage covered by indemnity in the cases coming under both cases given in paragraph 1, item (1) and item (2) of the preceding Article shall be calculated based on the following formula:

$$\frac{\text{Sum total of the amount of damage covered by indemnity} - 5.1 \text{ billion yen}}{\text{Sum total of the amount of damage covered by indemnity}} \times \frac{\text{Amount of damage covered by indemnity incurred with regard to each individual work of art}}{\text{Sum total of the amount of damage covered by indemnity}}$$

N.B. In cases where the sum total of the amount of damage covered by indemnity minus 5.1 billion yen exceeds 95 billion yen, 95 billion yen.

Article 10 (Payment in a Foreign Currency)

1. The payment of indemnification in cases where the agreed appraised value of the subject works of art is stipulated in a foreign currency shall be made in such foreign currency.
2. The conversion between the foreign currency and the Japanese

currency pertaining to the application of the provisions of the two preceding Articles in the cases of the preceding paragraph shall be made using the foreign currency exchange rate provided for in the attached Schedule.

Chapter III Invalidation, Etc., of Indemnity Contracts

Article 11 (Invalidation of the Indemnity Contract)

Indemnity contracts which have been entered into by the Contracting Institution for the purpose of illegally obtaining indemnification or for the purpose of having a third party illegally obtain indemnification shall be invalid.

Article 12 (Loss of Effect of the Indemnity Contract)

Following the conclusion of the contract, if the subject works of art comes under any of the following items, the Indemnity Contract shall lose its effect with regard to the subject works of art for which such fact emerged.

- (1) It has fallen into the state given in any of the items of Article 3, paragraph 2 through an incident other than damage covered by indemnity.
- (2) The subject works of art has been assigned; provided, however, that this shall exclude cases where either the Contracting Institution or the Owner notified the Minister to such effect and obtained approval from the Minister.

Article 13 (Rescission of the Indemnity Contract)

Where the Minister entered into an Indemnity Contract owing to fraud or duress by the Contracting Institution or Owner, the Minister may rescind the Indemnity Contract upon giving notice to the Contracting Institution in writing.

Article 14 (Cancellation of the Indemnity Contract Owing to Material Grounds)

1. If any of the following grounds arise, the Minister may cancel the Indemnity Contract upon giving notice to the Contracting Institution in writing.
 - (1) The Contracting Institution or the Owner has caused harm or attempted to cause harm for the purpose of having the Minister pay indemnification based on this Indemnity Contract.
 - (2) The Owner has committed fraud or attempted to commit fraud with regard to a claim for indemnification based on this Indemnity Contract.
 - (3) In addition to those cases given in the two preceding items, the Contracting Institution or the Owner has undermined the Minister's confidence in them to the same degree as through the grounds given in the two preceding items, and has caused material grounds which complicate the continuation of the Indemnity Contract.
2. Even in cases where the cancellation pursuant to the provision of the preceding paragraph takes place after the occurrence of an injury through damage covered by indemnity, the Minister shall not pay indemnification for the injury which was caused through damage covered by indemnity that occurred between the time of the occurrence of the grounds of the items of the preceding paragraph and the time of the cancellation. In this

case, if indemnification has already been paid, the Minister may demand its return.

Article 15 (Effect of Cancellation of the Indemnity Contract)

The cancellation of the Indemnity Contract shall take effect only towards the future.

Chapter IV Obligations of the Contracting Institution of the Indemnity Contract

Article 16 (Obligation of Disclosure)

1. At the time of conclusion of the Indemnity Contract, the Contracting Institution or the Owner shall accurately notify the Minister of the matters to be included in the written application for the Indemnity Contract or other documents, which the Minister requires for disclosure (hereinafter referred to as "matters for disclosure") out of the important matters relating to attachment of risk (meaning the possibility of the occurrence of damage; the same shall apply hereinafter").
2. Where the Contracting Institution or the Owner did not disclose the facts or gave misstatements with regard to the matters for disclosure through willful misconduct or gross negligence at the time of conclusion of the Indemnity Contract, the Minister may cancel the Indemnity Contract on giving notice to the Contracting Institution in writing.
3. The provision of the preceding paragraph shall not apply in cases coming under the following items.
 - (1) Cases where the facts provided for in the preceding paragraph no longer exist.
 - (2) Cases where the Minister had knowledge of the facts provided for in the preceding paragraph or did not know of the facts through negligence at the time of the conclusion of the Indemnity Contract.
 - (3) Cases where the Contracting Institution or the Owner gave notice of a correction to the Minister in writing with regard to the matters for disclosure prior to the occurrence of the damage covered by indemnity and the Minister approved such correction.
4. Even if the cancellation provided for in paragraph 2 of this Article took place after the occurrence of the damage covered by indemnity, the Minister shall not pay indemnification. In this case, if the Minister has already paid indemnification, it may demand its return.
5. The provision of the preceding paragraph shall not apply to damage covered by indemnity which occurred without being based on the facts provided for in paragraph 2 of this Article.

Article 17 (Obligation of Notice)

1. In cases where the facts coming under any of the following items arise after the conclusion of the Indemnity Contract, the Contracting Institution, Owner or their employees shall notify the Minister to such effect in advance when the emergence of the fact is due to reasons attributable to it and without delay after it has become aware of the emergence of the fact when it is due to reasons which cannot be attributable to it, and shall obtain approval from the Minister.
 - (1) Where changes have been made to the shipping location, the

loading port, port of delivery or destination given in the indemnity certificate or changes are intended and where these are to be put into effect, or where the carriage conveyance is to be taken out of its route.

- (2) The subject works of art have been loaded onto a conveyance other than the carriage conveyance given in the indemnity certificate or have been reloaded.
 - (3) The commencement or implementation of the transit has been significantly delayed.
 - (4) In addition to the facts given in the three preceding items, facts have emerged which will cause changes to the contents of the matters to be included in the written application for the Indemnity Contract or any other documents.
2. In cases of the facts of the preceding paragraph, and when an increase of risk is admitted, regardless of whether or not the Minister has accepted a document in writing requesting its approval with regard to such facts, the Minister may cancel the Indemnity Contract upon giving notice in writing to the Contracting Institution.
 3. In cases of a failure to follow the procedures prescribed in paragraph 1 of this Article, the Minister shall not pay indemnification for damage covered by indemnity, which occurred between the time of the occurrence of the fact given in paragraph 1 of this Article and the Minister accepting the document in writing requesting its approval.
 4. The provision of the preceding paragraph shall not apply with regard to damage covered by indemnity which occurred without being based on the facts of paragraph 1 of this Article.

Article 18 (Collection of Reports)

1. Where the Minister requests a report on the implementation status of the exhibition within the extent necessary for the performance of this Contract, the Contracting Institution shall comply.
2. If the Contracting Institution has not given the report in accordance with the provision of the preceding paragraph or has made a false report, the Minister may cancel the Indemnity Contract on giving notice in writing to the Contracting Institution.

Article 19 (Submission of Written Consent by the Owner)

1. The Contracting Institution shall explain the matters to be included in the Indemnity Contract to the Owner promptly after the conclusion of the Indemnity Contract and shall also obtain written consent from the Owner concerning the enjoyment of the benefits under this Indemnity Contract and the matters to be included in the Indemnity Contract, and shall submit a copy to the Minister.
2. The Indemnity Contract shall not take effect until the copy of such written consent has been submitted to the Minister.

Article 20 (Preparation of a Condition Report on the Subject works of Art)

The Contracting Institution, Owner or their representative shall prepare a condition report prior to the commencement of the indemnity period, and shall have a curator or some other person, who possesses the knowledge and experience necessary for the inspection and repair of the works of art,

check the condition of the subject works of art at the time of receipt of the loan of the subject works of art, at the time of their packing and unpacking, and on their return, and shall prepare and retain a condition check.

Article 21 (Obligation of Notice of the Occurrence of Damage)

1. If the Contracting Institution or the Owner knows of or suspects the occurrence of damage covered by indemnity, it shall send a notice to such effect to the Minister without delay.
2. In cases where damage has been caused to the subject works of art, the Minister may investigate the condition of the subject works of art caused by the incident or the incident itself.
3. If the Contracting Institution or the Owner has contravened the provisions of paragraph (1) of this Article without a legitimate reason, the Minister shall pay indemnification subtracting the amount of damage incurred by the Minister through such contravention.

Article 22 (Obligation of Prevention of Damage)

1. In cases where the Contracting Institution, Owner or their employees become aware that damage covered by indemnity has occurred, it shall endeavor to prevent the occurrence or spread of damage therefrom. In cases where the Contracting Institution, Owner or their employees have not performed the obligation to prevent damage, the Minister shall determine the amount of indemnification based on the remaining amount after subtracting the amount of damage for which it is found that the occurrence or spread could have been prevented from the amount of damage.
2. In cases where the Contracting Institution, Owner or their employees are able to claim reparation, indemnification or some other payment with regard to the damage from a third party, it shall endeavor to secure or exercise such right of claim. In cases where the Contracting Institution, Owner or their employees did not fulfill their obligation of following the necessary procedures to secure or exercise such right of claim vis-à-vis the third party, the Minister shall determine the amount of indemnification based on the remaining amount after subtracting the amount of damage for which it is found payment could have been received from the third party had the right of claim been exercised from the amount of damage.

Article 23 (Submission of an Implementation Report)

The Contracting Institution shall submit an implementation report describing the matters given in the following items within a period of three months following the termination of the period of the Indemnity Contract.

- (1) Matters relating to the results of holding the exhibition pertaining to the Indemnity Contract.
- (2) Matters relating to the settlement of the balance of the exhibition pertaining to the Indemnity Contract.
- (3) Other matters deemed necessary by the Minister.

Chapter V Claims and Payment of Indemnification

Article 24 (Claims for Indemnification)

1. The right of the Owner to claim indemnification from the

Minister takes effect from the time of occurrence of the injury through the damage covered by indemnity and then may be exercised by the Owner; provided, however, that the claim for payment of indemnification shall, in principle, be made via the Contracting Institution.

2. Upon the claim of the preceding paragraph, the Contracting Institution shall submit to the Minister the documents or evidence required by the Minister.
 - (1) A written demand of indemnification.
 - (2) An estimate of the damage.
 - (3) Other documents or evidence prescribed in the Application Guidelines of the Indemnity Contract which are essential for the Minister in checking the matters necessary for the payment of indemnification.
3. In accordance with the details of the incident, the amount of damage and other details, the Minister may seek the submission of documents or evidence other than those given in the preceding paragraph or may seek cooperation from the Contracting Institution or the Owner in the investigation to be conducted by the Minister. In such case, the documents or evidence sought by the Minister or the necessary cooperation shall be provided promptly.
4. In cases where the Contracting Institution or the Owner has contravened the provisions of the preceding paragraph, has given a description which differs from the facts in the documents of paragraph (2) of this Article or has falsified or altered such documents or evidence without a legitimate reason, the Minister shall pay indemnification subtracting the amount of damage incurred by the Minister therefrom.

Article 25 (Time of Payment of the Indemnification)

1. If the Contracting Institution has completed the procedures to claim indemnification pursuant to the provisions of the preceding Article, the Minister shall immediately check the matters necessary for the payment of the indemnification and shall promptly pay the indemnification after the financial procedures within the government for the payment of the indemnification have been completed.
2. At the time of checking the necessary matters given in the preceding paragraph, if the Contracting Institution or the Owner obstructs or does not comply with the check without a legitimate reason (including cases where necessary cooperation is not provided), the indemnification shall be reduced or shall not be paid.

Article 26 (Prescription)

The right of claim of indemnification shall be extinguished through prescription where three (3) years have elapsed calculating from the day following the day prescribed in Article 24 (Claims for Indemnification), paragraph 1.

Article 27 (Subrogation of the Right of Claim)

1. Where the Owner acquires a right of claim for compensation of damages or some other claim through the occurrence of damage and the Minister has paid indemnification for such damage, such claim transfers to the Minister; provided, however, that the claim to be transferred is limited to whichever is smaller of the following amounts.

- (1) The amount of indemnification paid by the Minister.
 (2) The amount of the claim acquired by the Owner.
2. The Contracting Institution and the Owner shall cooperate in securing the claim or in any act of the claim acquired by the Minister through the provision of the preceding paragraph and in obtaining the documents and evidence required by the Minister for such claim. In this case, the costs required in order to cooperate with the Minister shall be borne by the Contracting Institution.

Article 28 (Non-exercise of the Right of Claim)

On the understanding that the subject works of art shall be properly handled with utmost care during the currency of this Contract, the Minister will not exercise the right of claim against the Contracting Institution, Owner, packers, transit operators or any other parties concerned for any damage occurring at the time of packing, unpacking, repacking, transporting or exhibiting.

Article 29 (Residual Subrogation)

1. Even if the Minister has paid indemnification for the injury through the damage covered by indemnity, the ownership or other real right of the Owner with regard to the residual amount of the subject works of art shall not be transferred to the Minister unless the Minister expresses an intention to the effect of acquisition of such right.

Article 30 (Repurchase)

Where the Minister has paid indemnification owing to the subject works of art having been stolen and such subject works of art is discovered at a later date, the Owner may repurchase the ownership of the subject works of art acquired by the Minister using the amount of indemnification paid by

the Minister together with other amounts which were required for acquisition by the Minister by making an expression of intention in writing within 30 days of the discovery.

Article 31 (Indemnity Contract Following the Payment of Indemnification)

In cases where there was the total loss of the subject works of art provided for in Article 3, paragraph 2 of the Indemnity Contract, the part of the Indemnity Contract pertaining to such subject works of art shall terminate at the time of occurrence of the damage which caused the payment of indemnification.

Article 32 (Reimburse Following the Payment of Indemnification)

Where the Minister has paid indemnification owing to loss damage or expense attributable to willful misconduct or gross negligence of the Contracting Institution (where these persons are juridical persons, the administrative officer, director or any other organization which executes the business of the juridical person) or their statutory agent or employee, the Contracting Institution shall pay the indemnification to the Minister.

Chapter VI Miscellaneous Provisions

Article 33 (Filing of an Action)

Any action relating to this Indemnity Contract shall be filed with a court in Japan.

Article 34 (Governing Law)

The matters relating to this Indemnity Contract shall be governed by the laws of Japan.

■ Attached Schedule (List of Works of Art Covered by Indemnity)

Number	Name of artistic work	Category	Owner (Name of country)	Agreed appraised value
1	xx	Painting	xx Art Museum (United States of America)	xxx million dollar
2	oo	Sculpture		
3	oo	Others		

■ Conversion rate of the foreign currency

- 1 dollar = yen
- 1 euro = yen
- 1 pound = yen