

Agreement on the Return of Benin Bronzes
between
Stadt Koeln
and
The Federal Republic of Nigeria

The following Agreement is concluded between

The Stadt Koeln (City of Cologne) represented by the Mayor of the City of Cologne, Mrs. Henriette Reker, Historisches Rathaus, 50667 Cologne, Germany

(hereinafter referred to as the City of Cologne)

and

The Federal Republic of Nigeria, acting through the Director General, National Commission for Museums and Monuments, Professor Abba Isa Tijani, Head of Service Building, 1st Floor, Block C, Shehu Shagari Way, Abuja, Nigeria

(hereinafter referred to as Nigeria),

The two sides hereinafter being collectively referred to as the "Parties":

Preamble

Convinced that the return of the Benin Bronzes to Nigeria is an important element of addressing the colonial past and strengthening the future cooperation between German museums and the relevant stakeholders in Nigeria,

Acknowledging the importance of the Benin Bronzes to the people of Nigeria, particularly for the Edo people, and their universal importance for humankind,

Considering that German museums and institutions hold significant collections of Benin Bronzes looted from the former Kingdom of Benin after its colonial occupation and acquired in the aftermath mainly through colonial trading networks,

Underlining the importance of sharing related documentation such as reports, archive material, inventories, historical loan reports and photographs,

Considering the need to continue museum exchanges and to establish future cooperation, including contemporary and future productions of works of art,

Reaffirming the Joint Declaration on the Return of Benin Bronzes and Bilateral Museum Cooperation, signed on 01.07.2022,

Recalling the Report of the German-Nigerian Bi-National Commission, signed on 3 November 2021 as well as the Bilateral Agreement between both governments on Cultural Cooperation, signed on 17 December 1999,

Emphasising the spirit of the German Framework Principle for dealing with collections from colonial contexts adopted on 13 March 2019 and the Statement on the handling of the Benin Bronzes in German museums and institutions adopted on 29 April 2021,

Noting that this Agreement consists of two parts, the first part containing the transfer of ownership and return (I.) and the second part containing provisions on transit and loan covering Benin Bronzes (II.).

The parties agree as follows:

I. Transfer of ownership

1. Subject Matter

(1) The City of Cologne and Nigeria agree that the ownership of all Benin Bronzes listed in the Appendices 1, 2 and 3 is transferred to Nigeria. In this Agreement, the expression "Benin Bronzes" encompasses not only bronzes but all artefacts from Benin, i.e. also those made of e.g. wood, ivory, coral and iron, looted from the former Kingdom of Benin after its colonial occupation and acquired in the aftermath mainly through colonial trading networks.

(2) The transfer of ownership is unconditional. In particular, no payment is required for the transfer of title.

(3) Nigeria declares that it accepts the objects in their current physical condition and state of preservation.

2. Performance

Title to the objects passes from the City of Cologne to Nigeria upon the signing of this Agreement. From this time, the museum will hold the objects in accordance with part II of this Agreement.

3. Liability Clauses

(1) In consideration of the City of Cologne's transfer of ownership of the objects to Nigeria, Nigeria hereby releases, acquits and forever discharges the City of Cologne and the Federal Republic of Germany from any and all liability for all claims, demands, damages, actions, causes of action, or suits at law or in equity, of whatsoever kind or nature, which Nigeria had, has or may in the future have arising from or relating to the City of Cologne's possession of the objects prior to the date of this Agreement and the return of the objects to Nigeria pursuant to this Agreement.

(2) In addition, Nigeria shall not hold the City of Cologne and the Federal Republic of Germany liable for any third party claims involving the objects, especially claims based on ownership or possession as well as corresponding claims for damages.

II. Transit and Loan

1. Subject Matter

(1) Upon the passing of title to the objects, Nigeria shall grant the City of Cologne the possession and use of the objects listed in Appendix 1 (objects to be returned to Nigeria in the short term) and Appendix 2 (objects which will remain on loan) free of charge.

(2) The objects listed in Appendix 1 of the Agreement shall remain in the possession of the City of Cologne only until the return to Nigeria can be effected. Both parties agree that three of these objects, listed in Appendix 3, shall be physically returned to Nigeria before the end of 2022.

(3) The Parties have reached an Agreement that the objects listed in Appendix 2 shall remain on loan with the City of Cologne for the duration of 10 years. The parties aim to collaborate on the curation of the presentation of these examples of Benin court art in the museum.

2. Loan Conditions

(1) The City of Cologne will afford to the objects on loan the same care as to its own collections in accordance with international museum standards and will make every effort to safeguard them. Damage arising during the term of the loan will be repaired by the City of Cologne within the scope of what is possible in terms of restoration. The City of Cologne shall not be liable for damage caused by force majeure.

(2) The City of Cologne will make the loaned objects accessible to the public under the same conditions that apply to its own collections. The Parties aim to liaise on the presentation of the works.

(3) The Parties will share with each other any results of research conducted with reference to the objects on loan. The Parties aim to work together on researching the objects.

(4) The City of Cologne may make individual objects available to other public institutions as sub-loans. The City of Cologne will ensure that the same conditions that apply to this loan also apply to the sub-loan. In each case, Nigeria must be informed of the loan.

(5) The City of Cologne may produce images and other reproductions of the objects and make use of these images and other reproductions non-commercially in the same way that it makes use of images of its own collections, i.e. for purposes of education, research, promoting exhibitions, exhibition catalogues etc. free of charge. Insofar as images of the objects already exist, it may continue to use these images in the same way. On request, the City of Cologne will make images of the objects that it has produced available to Nigeria free of charge.

(6) The City of Cologne should disclose digital assets and share them. They shall share with the National Commission for Museums and Monuments all profits derived from these if commercially used.

(7) Whenever the objects are displayed or published, the City of Cologne shall use the following credit line:

German: Diese Ausstellung zeigt Leihgaben der National Commission for Museums and Monuments Nigeria.

English: This exhibition displays loans from the National Commission for Museums and Monuments Nigeria.

3. Duration and Termination

(1) The parties shall begin immediately to organise the return of the objects listed in Appendix 1 to Nigeria.

(2) For the purposes of the timely physical return of the objects listed in Appendix 1, Nigeria will inform the City of Cologne at its convenience when it is ready to receive the objects back to Nigeria or whether they will be included in a travelling exhibition. From the date of this notification, the Parties will work diligently together to ensure the timely and efficient return of the objects.

(3) The loan period for the objects that remain on loan to the City of Cologne (Appendix 2) shall be ten years from the signing of this agreement. Before the expiration of this term, the loan may only be terminated for good cause. The loan is automatically renewed for successive periods of ten years unless one of the Parties terminates the loan by giving written notice of at least twelve months prior to the end of the period.

(4) Both Parties may terminate the loan for good cause at any time. For the purposes of this Agreement, good cause shall include:

- Any material breach of the obligations imposed in this Agreement which is not remedied within four weeks upon notification.
- The application for or opening of insolvency proceedings against the City of Cologne.

(5) The termination of a loan concerning one or more individual objects will not affect the loan agreement as a whole. Notice of termination must be given in writing.

III. Final Provisions

(1) This Agreement is governed by German law. All disputes arising out of or relating to this Agreement, or in breach thereof, shall be determined by arbitration administered by the ICOM-WIPO Art and Cultural Heritage Mediation.

(2) No collateral oral agreements to this Agreement have been made. Any amendments or additions to this Agreement must be made in writing in order to be valid. This also applies to any renunciation of the written form.

(3) The City of Cologne shall bear the cost of packing and shipping the objects to a location within Nigeria indicated by Nigeria. The transfer of risk takes place when the objects are handed over to the transport company at the seat of the City of Cologne. The City of Cologne shall not be liable for loss or damage to the objects incurred during transportation. Nigeria confirms that the entry of the objects into Nigeria shall not be liable to customs duty. In the case that (Nigeria) decides that the objects should not be transported directly to Nigeria but to another location (e.g. travelling exhibitions), the City of Cologne shall not bear the cost of packing and shipping unless the City of Cologne is part of the travelling exhibition arrangement.

(4) If any provision of this Agreement is invalid, the validity of the remaining provisions shall remain unaffected. The Parties undertake to replace the invalid provision with valid wording

that best reflects the object and purpose of the invalid provision. The same applies to any omissions in the Agreement.

(5) The Appendices 1-3 constitute an integral part of this Agreement.

Abuja, date

Cologne, date

Prof. Abba Isa Tijani

Frau Henriette Reker

Director-General

Mayor of the City of Cologne

National Commission for Museums and
Monuments

Stadt Koeln

Appendix 1

Objects to be returned according to sections II, 3 (1) and (2)

Appendix 2

Objects which will remain on loan to Rautenstrauch-Joest-Museum according to sections II, 3 (3)

Appendix 3

Objects which shall be physically returned to Nigeria before the end of 2022 according to section II, 1 (2)