

de Appel Amsterdam

LOAN AGREEMENT Loan agreement for an indefinite period

This agreement is made between

LENDER

Name: JAN-PIETER 'T HART
Address: [Redacted]
City: A
Country: [Redacted]
Contact pe [Redacted]
Telephone: [Redacted]
Email: J [Redacted] m

BORROWER

Name: de Appel Archive
Address: Tolstraat 160, 1074 VM Amsterdam
Director: Lara Khaldi
City: Amsterdam
Country: Netherlands
Telephone: 020 625 5651
Contact person: Nell Donkers
Country of Birth: Netherlands
Name: Nell Donkers
Position: Archive Curator
Telephone: 020 625 5651
Email: nell@deappel.nl

ARCHIVE LOCATION

See Annex 01 Facility Report

Name: Francisca Khamis Giacomani on behalf of the Heirs of Jadallah Khamis.
Address: Lohuis 39
City Amsterdam
Country The Netherlands
Telephone +31645708540
Email frankhamis@gmail.com

This loan agreement for an indefinite period (hereinafter: the Agreement) sets out the terms and conditions upon which the Object(s) specified in Clause 2 and the Annex(es) to this Agreement (hereinafter collectively and individually: The Object(s) is/are lent indefinitely to de Appel Archive,

to be archived by de Appel and the Landowner on the Archive Location 2025003 (see Annex 01 Facility Report).

Clause 1 – project and period

Name project: *interrāre, al-dafn*: Scattering and the counter Archive

Archive Location: Al-Makhrour

Address Al-Makhrour Plot 238

Country Palestine

Coordinates 31°42'49.5"N 35°10'13.9"E

Date(s) project 28 February 2025 – indefinitely

Clause 2 – The Object(s), credit line and reproductions

Number of Object(s) parts: See Annex 02 to this Agreement.

Object(s) Details: As documented in the Annex 02

Photographic Documentation:

- The Object(s) will be documented with photographs
- These images and descriptions of the Object(s) and the Project will be uploaded to de Appel's website.

Clause 4 – Courier and other costs

The Object(s) will be installed by the Landowner of Archive Location.

Courier costs are to be borne by the Borrower.

Clause 5 – Conditions, Climatic Requirements, and Environmental Considerations for the Object(s)

The Borrower and Landowner undertake to archive the Object(s) entrusted to them under the following conditions:

a. Temperature Control

- The temperature within the buried archive must remain between 10°C and 35°C.
- The soil at 1 meter depth provides natural insulation, reducing extreme fluctuations.
- No artificial temperature control is required.

b. Humidity Requirements

- The archive must remain buried at a depth of 1 meter, where the natural soil moisture is estimated to range between 20% and 40%, depending on seasonal variations and soil composition.
- The soil in Al-Makhrour, which has a Mediterranean climate with an annual rainfall of approximately 550 mm, retains relatively stable humidity at this depth.
- No artificial humidity control shall be applied.

c. Interaction with Soil and Deterioration

- The Object(s) will be placed in a selected burial container.
- In the event that the Object(s) become exposed to soil (which eventually they will be), they will undergo a natural deterioration process due to prolonged exposure to soil moisture, microorganisms, and other environmental factors.
- No intervention, retrieval, or external preservation measures shall be undertaken to prevent or slow this process.

d. Minimization of Environmental Fluctuations

- The 1-meter burial depth ensures reduced fluctuations in both temperature and humidity.
- The archive container must be sealed and resistant to external environmental changes.
- In the event of unforeseen environmental changes, no intervention shall be undertaken, and the natural deterioration process shall proceed undisturbed.

e. Protection from Ultraviolet Radiation (UV) and Light Exposure

- Since the archive is fully buried, UV radiation exposure is eliminated.
- The light intensity on the archived Object(s) must be 0 lux, ensuring that they remain completely underground and shielded from exposure.

f. Depth of Burial & Positioning

The Object(s) must be buried at a minimum depth of 1 meter, ensuring full soil enclosure. The Object(s) must not be visible or accessible in their current form after burial.

g. Geographical Location

The archive must be stored underground within the designated land parcel in Al-Makhrou, Palestine, at the following coordinates:

Latitude: 31°42'49.5"N

Longitude: 35°10'13.9"E

h. Crating and Packing

The Borrower and Landowner will determine the crating and packing requirements for the Object(s). All costs related to crating and packing shall be borne by the Borrower.

i. Non-Disturbance Clause

The archived Object(s) may not be accessed, relocated, or unearthed in their current form. The burial site must remain undisturbed for the designated preservation period. Relocation of the archive is not allowed under any circumstances.

Clause 6 – Transportation

The Landowner will arrange at its expense and in consultation with the Borrower all transportation from and to the Archive location as mentioned in the Annex 01 to this Agreement.

Clause 7 – Purpose and duration of the loan

The loan of the Object(s) is for the purpose of the Project only, and the duration of the loan is indefinite.

The loan of the Object(s) shall be for the period of the Project stated in Clause 1, including transportation to the Archive Location.

Clause 8 – Care of the Object

The Borrower shall exercise due care in respect of the Object(s) in accordance with agreed conditions. The Borrower may not make any change to (the condition) of the Object(s) without the prior written consent of the Lender. The Borrower and Landowner shall act in accordance with any special requirements provided by the Lender. In addition, the Borrower and Landowner shall take every action to protect the Object(s) against loss, theft, damage, deterioration or other circumstances that may affect (the condition of) the Object(s).

Clause 9 – Condition reports

The Lender shall prepare an object report of the Object(s) before the loan and provide the Borrower with a copy thereof.

Clause 10 – Loss or damage

Since the objects will be buried, they will naturally deteriorate. The lender is willing to let go of the object by signing this contract.

However, the parties recognize the potential risk of land confiscation by the Israeli military. In the event of such confiscation, **the borrower (de Appel) and the lender** are responsible for doing whatever is in their means to halt the confiscation and to take the following actions:

1. **Making a public statement** opposing the confiscation, explicitly affirming that de Appel stands against the illegal occupation of Palestinian territories.

2. **Supporting the landowner in any possible way** to resist the illegal confiscation of the land, including legal assistance, public advocacy, and mobilization of institutional support.

Clause 13 – Credits and acknowledgements

The credit line(s) set out in the Annex 02 (object report) to this Agreement shall be displayed in the Project and in any printed or other material in which the Object(s) is copied or reproduced.

Clause 14 – Photography, reproductions and publicity

Unless otherwise specified in this Agreement, the Borrower is entitled to reproduce and copy (parts of) the Object(s) for publicity, illustration, promotional, archival, documentary and educational purposes, including catalogues, connected with the Project.

Clause 15 – Costs

The Borrower shall cover the costs associated with the loan of the Object(s) to the extent explicitly agreed upon in this Agreement.

Clause 16 – Termination

Neither the Borrower nor the Lender can terminate this Agreement without the prior written consent of the other party.

Clause 17 – No assignment

Neither the Borrower nor the Lender can assign any of the rights or benefits of this Agreement without the prior written consent of the other party.

Clause 18 – Entire Agreement

This Agreement together with its Annexes represents the entire understanding of the parties with respect to the loan of the Object(s) and supersedes all other agreements with respect to the matters dealt with either orally or in writing.

Clause 19 – Information and notifications

In addition to the information explicitly stated in this Agreement, the Borrower shall provide the Lender with any information that may be relevant for the Lender in connection with the (condition) of the Object(s) or its decision to lend the Object(s) to the Borrower.

Any notifications under this Agreement shall be made to the contact person(s) stated at the beginning of this Agreement (see LENDER's, LANDOWNER's and BORROWER's details).

Agreed and signed in threefold:



Lender

Name:

JAN-DIETER 'T HART

Amsterdam, 28 February 2025

Borrower

Director de Appel

Lara Khaldi



Landowner

Francisca Khamis

Giacoman on behalf of the
Heirs of Jadallah Khamis



ANNEX 01
FACILITY REPORT
De Appel External storage 2025003

Archive Location

Address: Al Makhroun
Country: Palestine
Coordinates: 31°42'49.5"N 35°10'13.9"E

Landowner

Name: Francisca Khamis Giacomani on behalf of the Heirs of Jadallah Khamis.
Address: Lohuis 39
City Amsterdam
Country The Netherlands
Telephone +31645708540
Email frankhamis@gmail.com

Land:

Total area: 5,618 m²
Location: Area C¹, Palestine

Building:

Year of construction: Unknown
Construction materials: Natural rocks and mud
Functional use:
 Ground floor: Utilized for storage and as a shelter for animals.
 Mezzanine: Designated as a sleeping area for people.
Entrances: The building has two access points, one at the upper level and one at the lower level.

Renovation History:

Year of renovation: Unknown
Maintenance and modifications: The building underwent multiple renovation works for upkeep, with documented interventions occurring before 1995 (Oslo II Accords).

Archive Storage:

The archive will be stored underground.
The designated land section for the archive measures 1 m² and will be buried 1 meter below ground level. This archive will be inaccessible in its current form as it will remain buried.

¹ In the West Bank, Area C is one of the three divisions established by the Oslo II Accords in 1995. If a piece of land is located in Area C, it means:

1. Full Israeli control: The area is under exclusive Israeli administration and military control, including security, planning, and construction regulations. The Palestinian Authority has no jurisdiction over these territories.
2. Restrictions for Palestinians: Palestinians living in Area C face significant difficulties in obtaining construction permits, limiting their ability to develop infrastructure, housing, and essential services.
3. Presence of illegal settlements: A large portion of Area C contains illegal Israeli settlements, which are communities built in the West Bank in violation of international law, although Israel recognizes them.
4. Area C covers approximately 60% of the West Bank and contains most of the natural resources, agricultural land, and potential urban expansion areas for Palestinian communities.

In summary, if a piece of land is in Area C, it is under Israeli control, with severe restrictions on Palestinian development and a high presence of illegal Israeli settlements.

de
Appel
Amsterdam

ANNEX 02

Project: interrāre, al-dafn: Scattering and the counter Archive

Archive Location: Al-Makhrour, Palestine (31°42'49.5"N 35°10'13.9"E)

Date: 28.02.2025

28 February 2025 - indefinitely

Object number: 202506_001

Borrower: De Appel, Amsterdam

Landowner: Francisca Khamis Giacomani on behalf of the Heirs of Jadallah Khamis.

Lender's name: JAN-PIETER 'T WART

Object's name: STRAWBERRY CAST

Year: 2021

Material(s): CLAY

Dimensions (estimate): 5x6cm

Insurance value: €0

Object story/significance: A STRAWBERRY IS SWEET BUT CARRIES A HISTORY OF WAR. THIS ONE'S SEEDS ARE A NEGATIVE. MADE HARMLESS.

Photograph of the object coming in (Please circle your object)