

Musée du Louvre Ethics Charter on Patronage, Sponsorship, and Other Relations with Companies and Foundations

Preamble

The “contract of means and objectives” signed by the CTP [joint technical committee] of April 18, 2003 and the Board of Directors of March 28, 2003 includes the Musée du Louvre’s commitment to increase its own resources from relationships with companies, individuals, and foundations alike.

In parallel to the significant efforts of the State in its favor, the Musée du Louvre considers this commitment as an opportunity:

- not only to diversify resources likely to finance its development;
- but also to draw a new audience to the museum, particularly the employees of its partner companies, by means of the visitor services from which they are likely to benefit.

The museum’s Board of Directors is regularly informed of the nature of and general conditions for rewarding special benefits to museum partners as part of such patronage, sponsorship, and museum space rental operations.

Nevertheless, since these resources are intended to help finance a public depository of world-renowned collections, responsible for an essential historic monument in France, and invested with the overall cultural public service mission, the Musée du Louvre wishes to see a certain number of ethical rules set out to guide relations with companies, foundations, and individuals within the scope of these operations.

1. Restrictions on the Nature or Situation of Partner Companies and Donors

a. As sponsorship must clearly be considered a part of corporate communications strategy, the Musée du Louvre shall ensure that no sponsorship action goes against current French law, particularly legislation on the advertising of tobacco and alcohol.

b. The museum shall refrain from receiving funds or donations of any kind from French or foreign political or union organizations, whether they be part of patronage, sponsorship, or museum space rental operations.

Regarding funds or donations from religious organizations, the museum shall ensure that none of the special benefits it may reward offends the sensibilities of its visitors or agents, or may be likened in any way to proselytizing.

c. Furthermore, for certain particularly sensitive projects (e.g. the implementation of a security procedure for museum artworks), the Musée du Louvre shall refrain from accepting patronage or sponsorship from companies whose activity would be likely to leave any doubt as to a possible conflict of interest.

d. In a similar vein, the Musée du Louvre may reserve the option not to accept patronage or sponsorship from a company that participates (or has recently participated) in government

contract tender procedures, regardless of whether the subject of the sponsorship or patronage has a direct connection with the scope of the contract.

e. Similarly, the Musée du Louvre may reserve the option not to receive patronage or sponsorship from companies operating in the art market, so as never to compromise the integrity of the dealings it could carry out with them within the scope of its artwork acquisition policy.

f. Since patronage is clearly based on the granting of tax exemptions, the Musée du Louvre refuses to enter into this type of agreement with corporations or individuals for whom there is a reasonable doubt as to the legality of their situation with the French tax department, or tax departments in other European countries, or as to the legality of their situation with respect to commercial and competition law, as well as to criminal law.

g. Lastly, and more generally, since sponsorship, patronage, and museum space rentals are based on an association of public perception between two partners, the President-Director is committed to:

- researching if necessary all the information likely to shed light on the precise nature of the activities of a potential partner and on how this partner is perceived by the sector in which it usually operates;
- not entering into patronage, sponsorship, or museum space rental agreements with partners for whom the aforementioned investigations have demonstrated that there remains real doubt regarding the legality of their activities, or that associating with this partner may be detrimental to the image of the museum.

2. Artistic Independence

The Musée du Louvre is committed to not accepting any intervention on the artistic content of a project by a company or individual that has provided financial support for the said project in full or in part within the context of patronage or sponsorship.

3. Misuse of Corporate Property and Citation Practices

In its relations with companies, the Musée du Louvre shall take all possible measures to ensure that at no point in time it can be accused of having contributed to the misuse of corporate property, i.e. an act contrary or bearing no relation to the “interests of the company” with which it is associated.

As such, it shall ensure that all contractual relationships with a partner company fall under:

- either the scope of corporate patronage, giving rise to tax deductions in accordance with the terms set out in Article 238bis of the CGI [French tax code], as well as to a limited quantity of public image benefits;
- or the scope of sponsorship, i.e. an image-enhancing investment carried out by the company as part of its communications strategy.

Thus, for example, it shall ensure that the name it chooses to display on long-term (artwork label, engraving in marble, inscription on a plaque, etc.) or temporary (posters, informational programs, press kits, banners, etc.) media is well and truly that of the corporation that paid funds, represented by its company name, logo, or any other recognized name that represents the company identity or its industrial or commercial activity.

The detailed terms and conditions of this practice of citation are negotiated on a case-by-case basis, but always within the framework of the general principles for rewarding special benefits that are approved by the Board of Directors.

4. Naming Practices

The Musée du Louvre shall refrain from renaming a museum space that has been “consecrated by history” (i.e. resulting from usage for a period greater or equal to fifty (50) years) after a company or an individual donor in acknowledgement of a particularly generous act of sponsorship or patronage.

If a space has no historic name, the President-Director may propose the name of a donor to the museum’s Board of Directors in acknowledgement of a particularly generous act of sponsorship or patronage for a period of time that is necessarily limited.

5. Environment: User Rights, Personal and Property Safety, Visual Disturbance

a. The museum shall ensure that any special benefits rewarded to a company within the scope of an act of sponsorship, patronage, or museum space rental does not in any way hinder normal public access to the museum’s cultural offering (e.g. prohibiting access to a room that is normally open to the public). In the event that this access is nevertheless disturbed for a limited period of time (e.g. visitors are required to follow a detour), the museum shall undertake to provide the public with all the information needed to explain the nature and duration of the disturbance.

b. If, as part of an act of sponsorship, patronage, or museum space rental, the Musée du Louvre were to accept a contribution leading to the modification of the natural use of a space, the museum shall be committed to:

- making a prior request for the authorization or opinion of the concerned authorities to guarantee the safety of persons and of the monument.
- obliging any beneficiaries of these contributions to restore any spaces to their original condition as quickly as possible.

c. If, as part of an act of sponsorship, patronage, or museum space rental, the Musée du Louvre were to accept a contribution that creates visual or noise disturbance for the immediate surroundings, the museum shall be committed to:

- doing everything possible to keep it to a minimum;
- informing the representative authorities of the surrounding areas in advance;
- providing the necessary information as to the nature and duration of the disturbance.

6. Respect for Artworks and for the Louvre’s Image

Within the scope of museum space rentals to companies outside of public opening hours, the Musée du Louvre shall commit to not authorizing any activity that might put the safety of exhibited artworks at risk.

The museum shall commit to not loaning artworks to organizers of temporary exhibitions made possible through a patronage or sponsorship program, if there is reason to doubt the scientific rigor of the project or if the technical conditions of the organization do not seem adequate.

Similarly, the museum shall commit, within the bounds of French copyright law, to ensuring that partners refrain from abusive use of the images of artworks in its collections in terms of their integrity or their meaning.

With respect to the works of living artists or artists who have been dead for less than seventy (70) years, and for which the author has entrusted the handling of rights (e.g. the Pyramid designed by I. M. Pei), the museum shall commit to not authorizing any degrading use of their image, particularly by partner companies.

Lastly, the museum shall commit to ensuring that any use of the Louvre name by its partners as part of their communications policy is respectful of its image and the reputation of its employees.

7. Commercial or Artistic Activity

The Musée du Louvre shall authorize on-site commercial activity only in the event of public service concessions or delegations. Under no circumstances may it authorize a company to conduct commercial activity for the sale of products or services in the case of a museum space rental.

Similarly, the museum shall not authorize any artistic or cultural activity as part of a museum space rental if it is incompatible with the Louvre's social mission or its image.

8. Gratuitous Provisioning

The Musée du Louvre may only make its spaces available free of charge to third parties (whether companies, government entities, associations, or any other corporations or individuals) if they are part of a convention, under the condition that this gratuitous provisioning objectively serves the interests of the museum and that it does not result in foregoing paid rentals or compensation for acts of patronage or sponsorship.

9. Conscience Clause for Agents

Within the scope of museum space rentals to a company requiring the temporary provisioning of museum employees, employees may ask to withdraw if they feel that the activity of this company goes against their personal convictions. It shall be noted that the participation of employees posted to these operations is done solely on a volunteer basis.

On the other hand, the museum shall not tolerate an employee's personal convictions influencing those of the other employees by means of force, threat, or any other form of obstruction.

10. Transparency

The museum shall commit to providing the members of the Board of Directors and full members of the CTP, upon request, with the details of the special benefits obtained by all sponsors, patrons, or donors within the context of sponsorship or patronage operations, under the condition that they agree to respect any confidentiality clauses the museum may have subscribed to at the request of its partners.