# Agreement on the Co-organization of an Exhibition based on the Czech Law Civil Code No 89/2012 Sb.

**Uměleckoprůmyslové museum v Praze**

**with its registered seat in Prague 1, ul. 17. listopadu 2, 11O 00 represented by PhDr. Helena Koenigsmarková, Director** Business Identification No. 00023442

Bank: ČNB Česká Národní Banka

Bank address: Na Příkopě 28, 11503 Praha 1, Czech Republi c Account No: 34534-16337011/0710

IBAN: CZ! 10 7 10034534001633701 l SWIFT: CNBACZPP

Place of tax liability: CN, Czech Republic (the "UPM" side)

as the Organizer and

**I.D.F. Inc.**

**With its registered seat in #1003, 8-27 Tomihisacho, Shinjuku, Tokyo 162 0067 Japan represented by Ms. Setsuko Shibata, President**

Business Identi fication No.: 3-0111-0103-8520 Bank: MUFG Bank

Branch: Yotsuya (051)

Branch Address: 3-2-1, Yotsuya, Shinjuku, Tokyo, 160-0004 Japan Account No.: 1089 104

SWIFT: BOTKJPJT

Place of tax liability: Japan (the "Japanese side")

as the Coordinator

hereby enter into the following

# Agreement on the Co-organization of an travelling Exhibition

"100 Years of Czech Design" (working title)

to be held in five places at the period from April 6, 2019 to 13th September 2019:

1. Okazaki Mindscape Museum: 6 April - 19 May, 2019
2. Toyama Prefectural Museum of Art and Design: I June - 28 Juty, 2018 (3)Setagaya Art Museum: 14 Septernber - 1O November, 2019
3. The Natio nal Museum ofModem Art, Kyoto: 6 March - 12 April, 2020
4. The Museum of Modem Art, Kanagawa (Hayama): 11 Juty- 13 September, 2020 (Provisional)

on terms and conditions set out in this Agreem ent:

## Article I

**Purpose of the Agreement, Venue, Duration**

1. The parties hereto have agreed to jointly organize an exhibit, " 100 Years of Czech Design" (working title), in Japan which will consists of 203 exhibits from the UPM and up to 50 from other public and private collections. UPM undertakes to lend to the Japanese side for that purpose works of art as enclosure of the Loan Agreement. The loans by Japanese side were given by the coordinator to UPM. These List forms an integral part hereof - the Loan agreement shall be concluded separately.
2. The ex.hibit shall be held in Japan (see museums listed in the schedule to this Agreement) from 6 th Apríl 2019 to 1s3 t Sep te mber 2020. The parties hereto further agree that the exhibit shall subsequently be installed in maximum five venues.

## Article II

**Rights and Obligations of the Parties**

1. UPM undertakes to procure that the exhibits are restored and prepared for installation of the ex.hibit.
2. The Japanese side shall procure the involvement of a Japanese expert, Ms. Setsuko Shibata, who shall be present, together with UPM's curator Ms. Lucie Vlčková and Mrs. Mariana Kubištová·,·whenever the exhibits are handled.
3. The Japanese side shall procure the conclusion of agreements with any and all partners of the project, and shall advise the other party in writing of the conclusion thereof without undue delay, specifying the partner in question in such notice.
4. The Japanese side undertakes to procure that the works of art on display be retumed to UPM within three weeks after the end of the last exhibit in Jap an.

## Article III Financial Settlement

1. The Japanese side unde rtakes to cover to UPM all external costs related to exhibition (the transport includin g the manufacturing the museum standard boxes and insurance of the works nail to nail up to 1 mil EURO value), travelling tickets, accommodation, per diem (60 Euro per day) for 2 couriers (curator and/or member of the management and/or conservator) for installation at each venue and one courier (conservator) for each deinstallation only with exception of last venue where will be 2 conservators. It applies for all venues in Japan (five altogether). The costs of travel expenses, accommodation and per diem will be settled up in the Borrowing contract (-s) as a part of the transport costs and will be paid separately by Japanesse side as well as the insurance costs.
2. The Japanese side undertakes to cover interna! costs (for preparation of the exhibits including restoration, framing, documentation i.e. list of exhibits, transport to Prague, the condition reports, curatorial fee to Lucie Vlčková and Mariana Kubištová , administrative costs, production costs, copyrights for catalogue and promotio nal purp oses incl. fee for merchandise related to the ex.hibition etc.) to UPM expressed at the budged in Enclosure 1 to the amount of 30,290 Euro. This amount will be paid to UPM based on the invoices released by UPM in two installment s of 15.145 Euro by July 30 2019 and by July 30, 2020.
3. Apart for the upper costs the Japanese side will pay a fixed fee of 5.000 Euro for the each Exhibition venues. This fixed fee will be paid directly to the UPM based on the invoices issued within one month after the opening of each venue exhibition.
4. ln the event that following the conclusion of this Agreement, the other party requests that UPM procure the loan of works of art or other objects other than those listed in the list of exhibits attached hereto as Schedule 1, the other party shall bear any and all costs of such loan separately at actual cost as charged and evidenced by the UPM. Such payment shall be due within 30 days from billing.

## Article IV

**List and transport of Works of Arts**

1. Japanese side will confirm the exact dates and place to UPM no later than three months prior the opening of the first exhibition in order to obtain the necessary approval for foreign loans from the Ministry of Culture for the Czech Republic. ln order to obtain the Export Permit from the Ministry of Culture ofthe Czech Republi c, the Japanese side (foreign party) will provide the UPM with the Immunity from Seizure document, no later that three months before the opening of the exhibition. Permission will be asked and prepared by UPM two months before the transportation ofthe exhibition .
2. The exhibits shall be transported by Kunsttrans Praha to Japan and back. Local transport will be organized by Japanese side according to a schedule provided by the specialist shipping company and approved by the UPM.
3. Other details are set up in the Borrowing contract.

## Article V Insurance

1. Any and all works of art subject to this Agreement shall be insured by Uniqua Vienna through Kunsttrans Prague or Aioi Nissay Dowa Insurance Co., Ltd with " nail to nail" coverage , i.e., for the duration of transport, installation, re-installation and the transport back. The insurance policy shall be concluded and costs of insurance of the works of art shall be bome by the Japanese side. The Japanese side undertakes to send evidence of the conclusion of the insurance policy to the UPM no later than ten days prior to the commencement of transport of works. The objects cannot be released for packaging and transport before the evidence of insurance is received.

## Article VI Catalogue

1. The Japanese side shaJI publish a catalogue up to 5.000 copies in Japanese and English version in connection with the exhibition project, with UPM taking part in its publication. In case the catalogue will be sold out, the Japanese side could reprint the additional copies. In order to cover the additional copyright Japanese side will pay 0,5 Euro per additional copy to UPM.
2. UPM undertakes to subsequently submit to the Japanese side materials allowing reproduction of exhibits in quality suitable for print, for exhibits from the UPM's collect ion. These materials could be used also for the promotional activities during the length of each exhibition. UPM will receive examples of all such promotional items. The costs for providing reproduction material are included in the fee mentioned in the Article

III. I.

1. The texts for the catalogue shall be prepared by UPM and translated by Japanese side from Czech into English and Japanese language..
2. The Japanese side undertakes to provide 100 copies of the exhibition catalogue to UPM on or before the end of the first Exhibition. The postage fee shall be bome by the Japanese side.
3. The Japanese side undertakes to indicate in the catalogue that the Museum of Decorative Arts in Prague took part in the project as co-organizer, and shall include UPM' s logo in the catalogue.
4. The Japanese side undertakes to submit to the UPM before printing a preview file with the catalogue so that the information pursuant to Article VI.6 above could be checked for accuracy.

## Article VII Force Majeure

I . In the event that due to a force majeure event, performance under this Agreement becomes partly or entirely impossible, the obligations of the parties hereunder shall be extinguished to that extent. The parties bave agreed that force majeure shall be deemed to mean an objectively insurmountable circumstance that cannot be averted despite all efforts, such as an act of war, natural disaster , such as floods, storms, earthquakes or extremely inclement climatic conditions.

1. A party affected by force majeure shall be obliged to advise the other party of the circumstances of such force majeure in writing without delay, and shall keep the other party advised of the situation and any changes therein on an ongoing basis for the duration of such force majeure event.
2. If circumstances caused by force majeure persist for a period in excess of six months,

either party shall be entitled to withdraw from this Agreement by written notice at any time during the existence of the force majeure event.

## Article VIII Final Provisions

1. The parties undertake to keep confidential from the public their contractual obligations stemming from this Agreement.
2. This Agreement may only be amended by written amendments signed by both parties hereto.
3. Unless stipulated otherwise herein, the rights and obligations of the parties shall be govemed by Czech law.
4. This Agreement is made out in two copies.
5. This Agreement shall enter into force and effect upon its execution by both parties.

Date:

Date: *5 F*

Helena Koenigsmark v Director

Museum of Decorative Artsjn Prague, Czech Republic ***""\)rnv„toa,e-***

*1r,:***'***;***\*"oT t.**

Schedules: *(* § **1**

Schedule l Pré imi- d ed3

**Budget for Exhibitiom "100 Years of Czech Design" from the Museum of Decorative Arts in Prague for Japan tour 2019-20**

materials of Exhibits exhibits

glass, historical and modem) *90*

furniture, clocks and watches *20*

prints, drawings, books, photographs *30*

textiles and toys *20*

precious metals and other materials *80*

Exhibits total up to 250

**Interna! costs - preparation:** 22990

Concept of the exhibition author fee 4000

Other authors fees (6 person) 1800

Restoration - cleaning 2000

Framing - 30 frames 4200

Photographs 250 exhibits UPM 2500

editing of the photograph on PC 1000

Condition reports 250 exhibits (in Czech) 2500

Labels and text for exhibition 45 pages (in Czech) 1350

Exhibition text 38 pages (in Czech) 1140

Translation into English 50 pages 1500

Transport of the furniture to/from Prague 1000

Architectural concept of the exhibition o

**Exhibition catalogue** 2300

Text 50 pages 1500

Copyright for UPM photographs 200 pes o

translation into English 90 pages o

Editing in English language 800

layout 320 pages o

Printing 1600 pes. o

**Exhibition fee** 5000

production in Prague 5000

exhibition fee o

**TOTAL - to be covered to UPM (Euro) 30290**

|  |  |
| --- | --- |
| ***NOT INCLUDED*** |  |
| ***Couriers and representatives* - *every venue****couriers 4 persons travelling* | *about* | *22000* |  |
| *couriers accomodation and per diem 5 days* |  |  |  |
| *travelling director or curator 3 days* |  |  |  |
| *director or curator accom. per diem* |  |  |  |
| ***Couriers and representatives* - *every venue*** |  |  |  |
| *couriers 2 persons travelling* |  |  |  |
| *couriers accomodation and per diem 5 days* |  |  |  |
| *travelling Director, chief curator or Author 3 days* |  |  |  |
| *chief curator* accom. *per diem* |  |  |  |
| ***Packing and transport****site visit for measuring,* | *about* | *60000* | *KT Prague* |
| *clima stabil crates EU standards* |  |  | *KT Prague* |
| *cardboard boxes, material* |  |  | *KT Prague* |
| *transport to Japan* |  |  | *KT Prague or /o ca l transporter* |
| *transport to /ocal venues in Japan* |  |  | *local transporter* |
| *return transport from /ast Venue to Prague* |  |  | *KT Prague or local transporter* |
| *unpacking and packing in Japan* |  |  | *local transporter* |
| *transports between venues and storage* |  |  | *local transporter* |
| *lnsurance "nail to nai/"* |  |  |  |
| *Project of the exhibition layout* |  |  |  |
| *Exhibition design* |  |  |  |
| *Exhibition installation* |  |  |  |
| *Promotional activities* |  |  |  |
| *Maintanace, guards etc.* |  |  |  |
| *Any other activities* |  |  |  |
| **TOTAL** |  | **112290** |  |
| Dušan Seidl |  |  |  |
| 5.2.2019 |  |  |  |