Ref. NG 610/2019

# EXHIBITION AGREEMENT

**For the exhibition *Impressionist Treasures: The Ordrupgaard Collection***

This agreement (hereinafter the “Agreement”) is made between:

The **National Gallery in Prague** (hereinafter “NGP”), Staroměstské náměstí 12, 110 15 Prague, represented by its Director, Jiri Fajt,

and

**Ordrupgaard** (hereinafter “OG”), Vilvordevej 110, 2920 Charlottenlund, Copenhagen, Denmark, represented by its Director, Anne-Birgitte Fonsmark,

hereinafter collectively referred to as the “Parties.”

# PREAMBLE

OG agrees to lend the exhibition with the working title ***Impressionist Treasures: The Ordrupgaard Collection*** in English (hereinafter the “Exhibition”) to the NGP for temporary display from **28th June to 13th October, 2019** at the **Kinsky Palace,** Staroměstské náměstí 12, 110 15 Prague (shipping from Martigny/Switzerland from 17th June 2018). The final title will be suggested by NGP and has to be approved by OG.

The dates may not be changed without the prior, written consent of the Parties.

The Parties wish to formalize by means of this Agreement the terms and conditions for the organization and presentation of the Exhibition.

# EXHIBITION AND PUBLICATION

The NGP will develop the Exhibition, its didactic content and its design collaboratively with OG, under the curatorial leadership of Otto Urban and Petr Šámal.

The Exhibition will consist of sixty (60) paintings by French artists from OG collection (herein after the “Works”).

All Works listed Appendix A have currently been approved for loan to the NGP. Should any of the Works in Appendix A become unavailable before the Exhibitions opens, the OG commits to immediately inform NGP of the reason for such withdrawal and to substitute the said Work or Works by one or several considered to be of equal quality by both Parties.

In case a catalogue will be published in conjunction with the Exhibition, the contents, production and distribution of this catalogue will be under the responsibility of the NGP.

# CREDITS

* 1. **Organizational credit line**

The following credit line will be used where the Exhibition title appears at the entry to the Exhibition galleries and in all publicity, promotion, advertising, printed and online material prepared for the Exhibition:

*This exhibition is organized by the National Gallery in Prague in collaboration with Ordrupgaard, Copenhagen.*

# Sponsor credit line

The NGP is free to pursue their own sponsor and shall be responsible for raising its own funds to cover its own expenses.

# ROLES AND RESPONSIBILITIES

The Parties hereby agree to the following terms:

# Responsibilities of the NGP

The NGP will be responsible for the following:

* + 1. Display the Exhibition at the NGP from 28th June to 13 October, 2019.
		2. Agree and adhere to OG’s Loan Conditions. In case of any discrepancy between the provisions of this Agreement and the OG’s Loan Conditions, the provisions of this Agreement shall prevail.
		3. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX.
		4. NGP will allow 24 hours for crates and artwork to acclimatize before opening them. Storage of empty crates in a climate controlled, secure location during the exhibition is part of the transport described in the Art. 4.1.18 hereto, which is paid by NGP.
		5. Organize and cover for NGP staff travel costs incurred in the preparation of the Exhibition included, if need be, the presence during transit of one or more couriers.
		6. Cover all ‘local’ costs such as: design/graphic production and construction, installation/deinstallation, display, staffing, security, publicity, educational programs, and all other related expenses. The NGP

will cover per diem and accommodation on site for OG couriers, as well as their travel cost to and from Prague. Unpacking and repacking on NGP premises, crate storage and delivery of crates from storage is part of the transport described in the Art. 4.2.6 hereto, which is paid by NGP.

* + 1. Provide qualified conservators to carry out the condition reporting of the Works when they are uncrated and re-crated at the NGP. Arrange for a copy of the reports to OG.
		2. Write, translate and produce exhibition texts, labels, panels, and other didactic and educational elements in Czech and in English. If the NGP chooses to use work texts provided by OG, then the NGP will credit the authors of each text and send them one catalogue each.
		3. In case that a catalogue is printed, OG will be able to provide NGP high resolution images of all 60 works at the reduced rate of 500 DKK per digital file, which can be used in connection with the exhibition catalogue, PR, promotion and educational programs. The NGP will provide the OG with three (3) copies of the catalogue free of charge. OG hereby grants NGP a non-exclusive license to use the images for the above specified purposes. This license is granted on an unlimited territorial scope and quantity for the whole period of existence of copyright-protected property rights to the images. The NGP is authorized to interfere with the images in a way that doesn’t degrade their value. The royalties for the license is fully included in the above mentioned fee 500 DKK per digital file. NGP is entitled to grant a sublicense in a full scope to a third person only for purposes of the exhibition catalogue, PR, promotion and educational programs. NGP undertakes to inform OG about granting any sublicense. Conditions for using the images for merchandising will be defined in a separate agreement.
		4. Arrange for a non-armed security escort to accompany the shipments from the Czech border (or national airport) to the National Gallery in Prague. At the conclusion of the exhibition the security escort should take place until the German border, from where the next venue will take over.
		5. Cover travel and accommodation for the visit of the director of Ordrupgaard for the opening event of the exhibition at the NGP.
		6. OG is promised a counter loan of Masterpieces of French Collection from the NGP matching the list in Appendix B(revised 27.0319). The counter loans will take place during the closing period of the Trade Fair Palace in Prague. Once the NGP are told the dates for their closing period, Ordrupgaard should be informed immediately. Within six months from this given information both parties shall agree on the lending period as well as the exact loans from Appendix B according to their current condition, which shall be examined by the restorers of both parties. Ordrupgaard also maintains a right to refrain from the list in total. Ordrupgaard reserves the right to exclude some works from the list, - and will inform NGP in due time. Terms and conditions of the counter loan will match the terms and conditions of this Agreement, however the administration cost for OG will be reduced in accordance to the final number of loans.

# Responsibilities of the OG

OG will be responsible for the following:

* + 1. Loan 60 Works and prepare them for touring. This includes required glazing and conservation treatments. The NGP will not be liable for those expenses.
		2. Supply all relevant information for all Works including insurance values, tombstone information, descriptions, and required environmental conditions.
		3. Provide, at no cost and cleared of copyright and screening rights for all media, a video of OG Director presenting the institution, its story and its collection. The video is 12mn long with Danish speech and subtitles in English.
		4. Accept commercial fine art insurance coverage (or National Indemnity) under the policy of the National Gallery in Prague.
		5. Arrange for pre-transit condition reports and post-transit condition reports of all Works coming to the NGP from either OG or other venues. The condition reports will include a high resolution image for each Work and will be annotated before the Works are crated at the previous venue, after the Works are uncrated at the NGP, before the Works are re-crated at the NGP, and after the Works are uncrated at the subsequent venue.
		6. Organize and pre-pay the transport of the Works from the previous venue (XXXXXXXXXXXXXXX) to the NGP. The NGP must approve all transit arrangements for Works that are covered by NGP insurance (Appendix A). The NGP will reimburse OG for all costs related to the inbound transfer (5.1), as described in the estimate enclosed to this Agreement as Appendix C hereto.
		7. The NGP will reimburse the OG for its share of the prorated costs for the transport of the Works from the subsequent venue back to OG up to a maximum of the equivalent of the cost of Prague- Copenhagen road transfers
		8. Provide an estimate for shipping expenses through the logisticagent XXXXXXXXXX. The transport schedule strives to follow the plan:

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A courier will ride on each truck and a courier should be present during condition reporting. OG will provide a courier schedule and collaborate with NGP to plan the condition reporting and installation, also under supervision of a courier.

# FINANCIAL TERMS

* 1. **Expenses**

For the responsibilities defined in Article 4 incurred in conjunction with the loan of the sixty (60) Works from the Collection of OG (Appendix A), the NGP agrees to pay an administration cost of fifteen thousand euros (€15,000). Furthermore NGP assures a counter loan of objects from its collection to OG – ref. to 4.1.12.

An invoice with the administration cost will be issued upon signature of this contract.

The cost for the inbound transport (XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX) will be sent as and invoice by OG on May 1st for payment by May 20th 2019 – four weeks prior to the shipments to take place.

Cost of renting the 60 crates from 16 June – 16 October 2019 will be invoiced by July 1, 2019, XXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

# Prorated Costs

Pro-rated costs will be calculated per Work and according to the total number of venues on the international tour – at this date estimated to be six venues.

The NGP agrees to pay its share of the prorated of costs for the rental or fabrication of crates and its share of the prorated costs for the transport of the Works to the subsequent venue only up to a maximum of the equivalent of the cost of Prague-Copenhagen road transfers.

Prorated costs for the outbound transport will be invoiced by OG in April 2020. If the inbound transport exceeded or was reduced of the original estimate – the difference will be adjusted in this invoice.

# Revenues

Any revenue generated by NGP through admission fees, audio guide fees, sale of the exhibition catalogue, and

/or other Exhibition-related activities will accrue solely to NGP.

# Public procurement

OG stipulates that all the contracts, the value of which should be reimbursed by NGP, have been entered into in accordance with the due public tender procedure as provided by the European and National law. According to the Directive no. 2014/24/EU and § 8 of the Czech statute no. 134/2016 Coll., the parties agree that the governing law of all the above mentioned public tender procedures is the law of Denmark. OG guarantees that it will choose all the contractors in accordance with the principles of transparency, adequacy and equal treatment of all the tenderers. NGP fulfils its obligations pursuant to the above mentioned directive and statute

when it purchases works, supplies or services from OG, which is responsible for the procurement procedure, in a form of a reimbursement.

# TERMINATION OR CANCELLATION OF THE EXHIBITION

If, after the signing of this Agreement, the NGP cancels the presentation of the Exhibition at the Kinsky Palace, from the date of the signature and up until the opening date in June 2019, NGP will have to cover all cost for OG for storing the 60 paintings until 16th October 2019: this includes insurance, acclimatize storage, security transport to pre-agreed storage. OG maintains the right to keep 60% of the administration cost.

In the case of premature termination of the Exhibition due to force majeure, any expenses already

incurred by OG for the loan of the Works will be billed to NGP, and the Parties will agree on a just settlement of any additional costs.

# GOVERNING LAW

This Agreement will be governed by and constructed in accordance with the laws of Denmark. Exclusive place of jurisdiction is Copenhagen, Denmark.

# MODIFICATIONS, ASSIGNMENT, SCOPE, DURATION

* 1. **Representatives**

No term of this Agreement may be modified or waived without the written consent of the authorized representatives of NGP and OG.

For the purposes of this Agreement, OG authorized representative is Anne-Birgitte Fonsmark, Director Ordrupgaard and contact is XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX and the NGP authorized representative is Jiří Fajt and contact person is XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXX.

# Assignment

Neither NGP nor OG may assign its rights or obligations under this Agreement without the prior, written consent of the other Party.

# Scope

This Agreement constitutes the entire understanding between the Parties with respect to the Exhibition, and it supersedes and replaces any previous documents, correspondence, conversations, and other written or oral understanding related to this Agreement that are not considered herewith or are not contained herein.

# Duration

This Agreement will be considered executed on the date that the last Party executes it and shall become effective 10 days after its execution. The Agreement automatically terminates with both Parties have fulfilled their respective contractual obligations as specified herein.

# SIGNATURES

This Agreement will be executed in two originals. Each Party will retain one original executed version of this Agreement.

 10. 4. 2019

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Jiri Fajt, Date

Director, National Gallery in Prague

 30. 4. 2019

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Anne-Birgitte Fonsmark, Date

Director, Ordrupsgaard