### AgreemeDt OD the CooperatioD for aD ExhibitioD based OD the Czech Law Civil Code No 89/2012 Sb.

#### Uměleckoprůmyslové museum v Praze

**with its registered seat in Prague 1, ul.17. listopadu 2,110 00 represented by PhDr. Helena Koenigsmarková, Director** Busines s Ident ification No. 00023442

Bank: ČNB Česká Národní Banka

Bank address: Na Příkopě 28, 11503 Praha 1, Czech Republic Account No: 34534-1633701 l /0710

IBAN: CZl 10710034534001633701l

SWIFT: CNBACZPP

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

as the Special Cooperator 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 Identification No.: 3-0111-0103-8520 Bank: MUFG Bank

Branch: Yotsuya (051)

Branch Address: 3-2-1, Yotsuya, Shinjuku, Tokyo, 160-0004 Japan Account No.: 1089104

SWIFf : BOTKJPIT

Place of tax lia bility: Japan (the "Japanese side")

as the Coordinator

here by enter into the following

### AgreemeDt on the CooperatioD for a traveUing Exbibition "Mucha and Japan/ Japan and Orlik" (working title)

to be held in four places at the period from September 7, 2019 to 24th May 2020:

1. Chiba City Museum of Art: 7 September - 20 October, 2019
2. The Museum ofModem Art, Wakayama: 2 Novembe r - 15 December, 2019
3. Okayama Prefectural Museum of Art: 4 January- 11 February, 2020
4. Shizuoka City Museum of Art: l l Apríl - 24 May, 2020

on term.s and conditions set out in this Agreement:

**Article I**

**Purpose of the Agreement, Veoue, Duration**

1. The parties hereto bave agreed to jointly organize an exhibit, "Mucha and Japan: Japan and Orlík" (working title), in Japan which will consists of 22 ex.hibits from tbe in insurance value of 260.900 Euro. 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 exhibit shall be held in Japan (see museums listed in the schedule to this Agreement) from 7th September 2019 to 24th May 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 exhibit.
1. The Japanese side shall procure the involvement of a Japanese expert, Ms. Setsuko Shibata, who shall be present, together with responsible person of UPM, whenever the exhibits are handled.
2. 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.
3. The Japanese side undertakes to procure that the works of art on display be returned to UPM within three weeks after the end of the last exhibit in Japan no later than 19th June 2020.

**Article III Financial Settlement**

l. The Japanese side undertakes to cover to UPM all extemal costs related to exhibition (the transport including the manufacturing the museum standard boxes and insurance of the works nail to nail up to 260.900 EURO value), travelling tickets, accommodation, per diem (60 Euro per day) for I courier (curator or conservator) for installation at each venue and one courier (conservator) for each deinstallation. lt applies for all venues in Japan (four altogether). The costs of travel expenses, accommodation and per diem will be settled up in the Borrowing contract (-s) as a part ofthe transport costs and will be paid separately by Japanese side as well as the insurance costs.

1. The Japanese side undertakes to cover intemal costs (for preparation of the exhibits including restoration, framing, documentation i.e. list of exhjbits, transport to Prague, the condition report.s, curatorial fee to Lucie Vlčková, administrative costs, production costs, copyrights for catalogue and promotional purposes incl. fee for merchandise related to the exhibition etc.) to UPM and fixed fee of 2.000 Euro for the each Exhibition venues. Ali - together at the budged in Enclosure I fixed to the amount of 23.005 Euro. This amount will be paid to UPM based on the invoices released by UPM in two installments of 11.5 02,5 Euro by December 15, 2019 and by Apríl 15, 2020.
2. In the event tbat 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 attacbed hereto as Schedule J, 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.

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#### Article IV I

**List and transport of Works of Arts**

I. Japanese side will confirm the exact dates and place to UPM no later than three months prior the opening of the first ex.hihition in order to obtain the necessary approval for foreign loans from the Mirůstry of Culture for the Czech Republic. In order to obtain the Export Permit from the Ministry of Culture of the Czech Republic, the Japanese side (foreign party) will provide tbe UPM with the Immunity from Seizure document, no later that three months before the opening of the exhibition. Perrnission will be asked and prepared by UPM two months before the transportation of the exhibition.

1. 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 shippingcompany and approved by the UPM.
2. Other details are set up in the Borrowing contract.

#### Article V Insurance

I . Any and aLI works of art subject to this Agreement shall be insured by Urůqua Vienna through Kunsttrans Prague or Sompo Japan Nipponkoa Insurance Inc. 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.

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#### Article VI Catalogue

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I. The Japanese side shall 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. ln order to cover the additio nal copyright Japanese side will pay 0,5 Euro per additional copy to UPM.

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1. UPM undertakes to subsequen tly submit to the Japanese side materials allowing reproduction of exhibits in quality suitable for print, for exhibits from the UPM's collection. 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. Tbe costs for providing reproduct ion material are include d in the fee mentioned in the Article Ill.I.

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1. In case that IDF decided to prepare the catalogue, the texts for the catalogue shall be prepared by IDF in English and Japanese language with the help of Lucie Vlčková.
2. The Japanese side undertakes to provide 50 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 tbe Museum of Decorative Arts in Prague took part in the project as the special cooperator, 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 infonnation pursuant to Article VI.5 above could be checked for accuracy.

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#### Article VII Force Majeure

I . ln 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 have 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

l . The parties undertake to keep confidential from the public their contractual obligations stemming from this Agreement.

1. This Agreement may only be amended by written amendments signed by both parties hereto.
2. Unless stipulated otherwise hereio, the rights and obligations of the parties shall be govemed by Czech law .
3. This Agreement is made out in two copies.
4. This Agreement shall enter into force and effect upon its execution by both parties.

Date: *p1f* ***/I/Cf*** Date:

: : c;r s: museum *v Praze)*

*{ Ulice 17.* l,stop.:du2 n Prague),

*n'a*

T) 4 5 90 • Praha 1

Director

Museum ofDecorative Arts in Prague, Czech Republic

Schedules:

Schedule I Budged

Setsuko Shibata

I.D.F. Inc. Tokyo,

Japan \

I I I I I I

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**Revised budget for Exhibitiom "Mucha Japan Orlík" for Japan tour 2019-20**

materials of Exhibits *exhibits I* Euro glass, pottery, porcelain, ceramic *2*

furniture, clocks and watches *O*

print s, drawings, books, photographs textiles and toys

precious metals and other materials Exhibits total

**Interna! costs** - **preparation:** Concept of the exhibition author fee Other authors fees

Restoration- cleaning Framing - 42 frames Photographs 44 exhibits UPM

editing of the photograph on PC Condition reports 44 exhibits (in Czech)

Labels and text for exhibition 15 pages (in Czech) Exhibition text 5 pages (in Czech)

Translation into English 5 pages Transport of the furniture to/from Prague Architectural concept of the exhibition production in Prague

**Exhibition catalogue**

Text O pages

Copyright for UPM photographs 44 pes translation into EnglishO pages

Editing in English language layout xxx pages

Printing xxx pes.

*42*

*o o* ***44***



1500

o

1500

6000

440

200

440

600

200

125

## o o

**4000**

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**Exhibition fee**

exhibition fee for 1 space/ 4 spaces

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

***NOT INCLUDED***

***Couriers and representatives*** - ***every venue***

*couriers 1 persons travelling*

*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 1 persons travelling*

*couriers accomodation and per diem* 5 *days travelling Director, chief curator or Author 3 days chief curator accom. per diem*

2000

*about*

8000

**23005**

***Packing and transport***

*site visit for measuring,*

*clima stabi/ crates EU standards cardboard boxes, material*

*about 10000*

*KT Prague*

*KT Prague KT Prague*

*transport to Japan*

*transport to /ocal venues in Japan*

*return transport from last Venue to Prague unpacking and packing in Japan transports between venues and storage lnsurance Hnail to nair*

*Project of the exhibition layout Exhibition design*

*Exhibition installation Promotional activities Maintanace, guards etc. Any other activities*

**33005**

*KT Prague*

*local transporter local transporter local transporter loca/ tran sporter*