No. UPM / 446 / 2021

**Agreement on the Cooperation for an Exhibition**

**Uměleckoprůmys lové museum v Praze**

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

Bank: ČNB Česká Národní Banka

Bank address: Na Příkopě 28, I 1 503 Praha I, Czech Republic Account No: 34534-163370 11/0710

IBAN: CZl 107100345340016337011 SWIFT: CNBACZPP

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

as the Organizer and

**J.D.F. Inc.**

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

Business Jdentification 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

SWIFT: BOTKJPJT

Place of tax liability: Japan (the " Japanese s ide")

as the Cooperator

hereby enter into the following

Agreement on the Cooperation for the Exhibition

**"Fashion in Blue. Indigo in Japanese and Czech Textiles Then and Now"**

to be held in the Museum of Decorative Arts in Prague at the period from November 24, 2021 to February 20, 2022 on terms and conditions set out in this Agreement:

**Article** I

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

1. The parties bereto have agreed to jointly organize an exhibition, "Fashion in Blue. Indigo in Japanese and Czech Textiles Then and Now" in Prague which will consists of 38 exhibits for the Japanese part with the in insuranc e value of 10 027 500 Japanese Yen (approx. 77,212 Euro s). IDF undertakes to lend to UPM for that purpose, the items as enclosure of the Loan Agreement (the exhibits) . This List forms an integral part hereof - the Loan agreement shall be concluded separately.

**Article II**

**Rights and Obligations of the Parties**

1. lDF undertakes to procure that the exhibits are restored and prepared for installation of the exhibits.
2. UPM 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 in the Czech Republic.
3. UPM undertakes to procure that the exhibits shall be returned to IDF within one month after the end of the exhibition no later than March 20, 2022.

**Article III**

**Financial Settlement**

1. . UPM unde rtakes to cover to lDF external costs related to the exhibition based on agreed budget in Enclosure 2, especially the transport including the manufacturing the museum standard boxes and insurance of the works nail to nail, travelling tickets and accommodation for one courier at installation, and per diem (60 Euro per day) for two couriers for installation and one courier for deinstallatio n.
2. UPM undertakes to cover other interna! costs based on agreed budget in Enclosure 2 (the condition reports, curatorial fee to Setsuko Shibata, administrative costs, production costs etc.) to lDF.
3. The amount of 8,700 Euro to cover UPM commitments at tbe budget in Enclosure 2 will be paid to IDF based on the invoices released by IDF in two installments of 5,000 Euro by October 15 , 2021 and of 3,700 euros by March 30, 2022. The fee concerning invitation and the insurance will be paid by UPM separately.

**Article IV**

**List and transport of Works of Arts**

1. The exhibits shall be transported by Katolec Ltd., from Tokyo to Prague and Kunsttrans from Praha to Japan. Local transport will be organized by Kunsttrans according to a schedule approved by the UPM.
2. Other details are set up in the Borrowing contract.

**Article V lnsurance**

1. Ali works of art subject to this Agreeme nt shall be insured with " nail to nail " coverage, i.e. , for the duration of transport, installation, re-installation and the transport back. The objects cannot be released for packaging and transport before the evidence of insurance is received.

**Article VI Reproduction and copyrights**

1. 1DF undertakes to subsequently submit to UPM materials allowing reproduction of exhibits in quality suitable for print, for the exhibition. These materials could be used only for the promotional activities during the length of the exhibition and for archive purposes. IDF will receive examples of all such promotional items.
2. IDF unde rtakes to subsequently submit to UPM documentary film and reproductions of historical photos in quality suitable for print and for presentation in the exhibition included copyrights.
3. The costs for providing reproduction material are included in the fee mentioned in the Article Ill.

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**Article Vil Force Majeure**

1. 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 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.
2. 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.
3. 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 Vlil**

**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 botb parties.

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Helena Koenigsmark Vá

Director

Museum of Decorative Arts in Prague, Czech Republic

Setsuko Shibata

I.D.F. lnc. Tokyo, Japan

Enclosure 1: List of Exbibits Enclosure 2: Budget

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