Contract

concluded between the following parties:

**KUNST-WERKE BERLIN e. V.**

**acting by KW Institute for Contemporary Art**

**Amtsgericht Charlottenburg with number: 95 VR 10430 Nz,**

**Tax ID number: DE158686276**

**represented by xxxx, Director**

(hereinafter referred to as “KW”)

and
**CZECH PHILHARMONIC GALERIE RUDOLFINUM**

**Alšovo nábřeží 79/12, Staré Město, Prague 110 00, Czech Republic**

**VAT No.: CZ00023264**

(hereinafter referred to as “Galerie Rudolfinum or Rudolfinum”)

**General Terms**

The subject of this Agreement is the transfer of the license to show the exhibition Poetics Of Encryption (hereinafter referred to as “Exhibition”) at Galerie Rudolfinum, initially conceived and on display under the same title at KW Institute for Contemporary Art, Berlin, February 17, 2024 – May 26, 2024. The Exhibition is curated by KW Digital Curator **xxxx** (hereinafter referred to as “Curator or Nadim Samman”). At Galerie Rudolfinum the Exhibition will incorporate some changes to artist selection, to be agreed between the Curator and Galerie Rudolfinum, including additional works by artists working in the Czech Republic. Transfer to Prague will only be arranged for agreed works from the original exhibition in Berlin and its second iteration in Copenhagen, and Galerie Rudolfinum bears no responsibility for the return of works not intended for display in Prague.

**1. Content of the license**

1.1. The Exhibition is curated by KW Digital Curator. The Exhibition concept is a part of Annex 1 of this Agreement. The works of art and equipment comprising the Exhibition are listed in Annex 2 of this Agreement. The Annexes are an integral part of the Agreement and will be delivered before the end of July.

1.2. KW is the owner of the copyrights, including all intellectual property rights and of the Exhibition concept as stated in Annex 1 of this Agreement.

1.3 KW transfers the rights to use the concept and its elements non-exclusively to Galerie Rudolfinum and Galerie Rudolfinum agrees to use this concept to organize a public exhibition of the art at Galerie Rudolfinum in the period from 12.2.2025 until 11.05.2025 in accordance with this concept, and in collaboration with **xxxx**.

1. Part of this Agreement and the transfer of rights in the concept is sharing exhibition-related research as part of **xxxx** s concept.
2. Further, KW shares its floor plans, relevant installation manuals, and wall label texts of the KW exhibition for the purposes of the Galerie Rudolfinum exhibition.

1.4. Changes to the concept of the Exhibition must be requested by Galerie Rudolfinum and can only be realized in agreement with KW. In order to be authorized, agreements, amendments or extensions to the Exhibition must be presented in written form. “Concept” refers to the thematic framing of the exhibition in communication materials of any kind. For the purpose of this agreement, any changes to artist selection agreed between the Curator and Galerie Rudolfinum do not count as changes to the concept. Additional works by artists working in the Czech Republic will be included in the exhibition.

1.5. The title of the Exhibition is part of the concept. All alterations to the title must be notified in writing by the Galerie Rudolfinum before the opening of the Exhibition.

1.6. When communicating the Exhibition, KW must be mentioned and credited as following:

KW Institute for Contemporary Art

1.7. As part of the license fee (see below 3.1.) KW shall hire the services of Nadim Samman as the Curator of the exhibition for overseeing, possibly adapting and communicating the exhibition at Galerie Rudolfinum, for a fixed honorarium of EUR 8.000 (plus VAT if applicable). Galerie Rudolfinum agrees to enable the Curator to fulfill his obligations, to communicate regularly and to follow his advice regarding the loan procedures as well as the concept and generally all aspects of the exhibition. The duties of curator are outlined in the work agreement between the curator and KW (the curators duties will be written down in annex 3).

**xxxx** shall always be credited as the curator of the exhibition alongside KW.

**2. Responsible Individuals**

KW Galerie Rudolfinum

**xxxx** **xxxx**

**3. License Fee**

3.1. Galerie Rudolfinum agrees to assume the costs for taking over the necessary rights of the concept of the Exhibition in accordance with the following terms:

The license fee of € 20.000 plus VAT will be paid by Galerie Rudolfinum to KW upon receipt of an official invoice directed to the following Galerie Rudolfinum address:

ondrickova@rudolfinum.org Alsovo nabrezi 12, 110 00 Prague, Czech Republic

All related banking fees of international transfers must be covered by Galerie Rudolfinum.

The license fee is due for payment by the end of December 2024.

Herewith the parties have agreed that the payment of the license fee mentioned above, cover all the financial claims related to the takeover of the Exhibition on the part of KW, including the services of the curator.

Galerie Rudolfinum will additionally cover expenses by the Curator, like travel costs, accommodation and per diem within the range and standards of the industry and as deemed appropriated and having been consented beforehand.

**4. Loans and Lenders**

4.1. KW will introduce Galerie Rudolfinum to all lenders of the Exhibition and endorse the lending in favor of the Exhibition at Galerie Rudolfinum. Nevertheless KW does not guarantee the closing of any loan agreement between the lenders of the Exhibition and Galerie Rudolfinum.

4.2. Galerie Rudolfinum will prepare and send out all loan requests and agreements for the exhibition on its own behalf and in its own responsibility. **xxxx** may assist in this process.

4.3. KW is responsible for preparing condition reports of all works after the end of the exhibition at KW upon deinstallation and prior to handover to further POE-exhibitions and will make these condition reports available upon request by Galerie Rudolfinum.

4.4. For the avoidance of doubt: All costs after the end of the exhibition at KW and the handover to the lenders, such as transport to Galerie Rudolfinum, for the installation, maintenance and dismantling of the Exhibition at the premises of Galerie Rudolfinum shall be covered by Galerie Rudolfinum and agreed other exhibition venues and is of no concern for KW. This concerns only art works which are shown at the POE exhibition at Galerie Rudolfinum.

4.5. The final works of art and equipment comprising the Exhibition will be listed in Annex 2 of this Agreement upon the mutual confirmation of KW and Galerie Rudolfinum. The list will be provided by the deadline of 31st August after the countersignature of this agreement. The list will contain two separate selections from Berlin and Copenhagen.

4.6. The final works of art and equipment might be further updated upon the written agreement between KW and Galerie Rudolfinum.

**5. Assumption of Press Materials, Publication Rights, and Public Program**

5.1 The parties agree that all brochures and printed material related to the exhibition at the venue of Galerie Rudolfinum in Prague will be mutually developed between the Curator and Galerie Rudolfinum and shall only be published after prior consent by KW.

5.2. KW agrees to send all KW press material related to the Exhibition via email to Galerie Rudolfinum Head of Press **xxxx**. Press material by Galerie Rudolfinum will be handled by Galerie Rudolfinum in collaboration with KW.

5.3. Galerie Rudolfinum agrees to feature the logo of KW in all printed and online, material and to mention KW in spoken material related to the Exhibition at Galerie Rudolfinum.

5.4. Galerie Rudolfinum is responsible for obtaining the reproduction rights for photos of the single artworks as well as the KW installation views directly from the rights holders at their own expense.

5.5. KW will share the content of its public program and related contacts with Galerie Rudolfinum, as well as documentation and research where relevant. Galerie Rudolfinum can further develop events within the exhibition and publication’s conceptual framework, and/or work with the Curator to develop new events.

5.6. Rudolfinum is obliged to pay for all further expenses in connection with additions to the POE-Website as well as other digital changes. These have to be in consent with the curator **xxxx**. However, Rudolfinum has to be aware of these additions in advance as well as to understand any payment what might be caused and its amount prior any obligation.

**6. Documentation**

Galerie Rudolfinum agrees to send 6 digital installation views of their iteration of the Exhibition to KW as well as a compilation of press reviews, within one month after the show has ended.

**7. Cancellation/Breaches**

7.1. This agreement can be terminated with immediate effect without observing a notice period by either Party if the other Party:

(1) becomes bankrupt or insolvent, requests (preliminary) suspension of payment, goes into liquidation, has an administrative receiver, administrator or similar officer appointed over all or any part of its assets or undertakings, including but not limited to a pre-pack, who is not discharged within 14 days of such appointment or if any act is done or event occurs which under applicable law has a similar effect to any of these acts or events

(2) is in material breach of any terms and conditions of this agreement and such breach is incapable of being remedied or where capable of remedy, is not remedied within the reasonable time-period as stipulated in the notice in writing by the non-defaulting Party specifying the nature of the breach.

7.2. KW and Galerie Rudolfinum can withdraw from this contract by preserving a notice period of 30 days. In this case, the canceling party is obliged to reimburse the other party of the amount of the expenses stipulated in this contract, which have already been paid prior to the date of the cancellation.

7.3. The cancelation must be submitted in written form, which is sent to, and addressed to the other party.

**8. Liability**

The Parties will – in the case of intent or gross negligence – be liable for damages arising from performance not in compliance with the agreement or from performance failure. In the event of negligence, the Parties' liability will be limited to the amount of compensation due under this agreement. This limitation of liability does not apply to personal damages or to damages that can be attributed to a violation of third-party rights or damages to the exhibited and insured works.

**9. Amendments to the Agreement**

All subsidiary agreements and amendments to the agreement, as well as notice of cancellation, must be made in writing and must have been signed by all the Parties to be valid. Similarly, this formal requirement may be waived only in writing.

**10. Simple Partnership**

The Parties agree that, by entering into this agreement, they are not forming a simple partnership.

**11. Governing law and jurisdiction**

11.1. The parties to the Agreement agree on the application of the laws of the Federal Republic of Germany.

11.2 The place of jurisdiction is, as permitted by law, Berlin.

11.3. Should any provisions of this Agreement be or become ineffective, the parties to the Agreement shall agree on the permissible provision that comes closest to the commercial objectives of the void provision. This shall also apply for any loopholes in the Agreement.

11.4. The parties explicitly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and the German International Private Law.

**12. Acknowledgements**

12.1. Galerie Rudolfinum undertakes to use the full Exhibition title and organizational and support acknowledgements as specified below in press releases and on the Galerie Rudolfinum website page.

Exhibition title:

*Poetics of Encryption*

Acknowledgement:

This exhibition at Galerie Rudolfinum is a new iteration of a project initiated by KW Institute for Contemporary Art, Berlin, and Kunsthall Charlottenborg, Copenhagen, with support from Volkswagen Group. It is curated by **xxxx**.

12.2. This Agreement has been completed in English, one copy for KW and Galerie Rudolfinum.

Date: Date:

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KUNST-WERKE BERLIN e. V. / Galerie Rudolfinum

KW Institute for Contemporary Art **xxxx**

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