

Parties to the agreement:

The Lender: (identification of the lender)

Hallvard Blekastad

address: [REDACTED] Oslo, Norway

and

The Borrower:

Středisko společných činností AV ČR, v. v. i.

(Centre of Administration and Operations of the CAS, v. v. i.)

Having its registered office at: Národní 1009/3

ZIP Code 110 00, Prague 1

ID number: 60457856

Registered in the Register of the Public research institutions led by

The Ministry of education, youth and sports of the Czech Republic

Represented by: Ing. Tomáš Wencel, MBA, Director

Together enter into following

AGREEMENT regarding exhibition

Preamble

Whereas,

a) The Lender is the owner/entitled holder of artistic works listed in the enclosure attached to this agreement (hereinafter referred to as “works”). The total value of the works is 120 EUR.;

b) The Borrower desires to display the works on exhibition titled “Neviditelný Most. Milada Blekastadová 1917 – 2003“ (“The Invisible Brigde. Milada Blekastad 1917-2003 ”), to be held in Prague from 6th of September 2017 to 25th of October 2017 on conditions stated below (hereinafter referred to as “the exhibition”);

Therefore, the parties have agreed as follows.

Art. 1 Subject matter of the agreement

1. The Lender hereby lends the works listed in the enclosure of this agreement to the Borrower and the Borrower accepts them for the purpose and on conditions agreed below.
2. The works will be used for display on exhibition to be held in Borrower's premises called "Gallery of Science and Arts" placed at Národní 1009/3, ZIP code 110 00, Prague 1, Czech Republic (hereinafter referred to as "final destination").
3. The Lender lends the works to the Borrower **free of charge**.
4. The works will be displayed on exhibition from **6th September 2017 to 25th of October 2017**. The vernissage with attendance of parties will be held on 5th of September. The period of exhibition may be prolonged upon mutual consent of parties to be made by written amendment to this agreement.
5. The lending begins upon hand-over of the works to the Borrower in final destination. The lending terminates upon return of the works to the Lender in final destination after the end of the exhibition. The respective handing-over/taking-over protocols will be signed after installation of the works in final destination and after dismantling of the works. The part of these protocols will be photo documentation recording the condition of the works.
6. Following contact persons are determined by parties for communication within this agreement. These persons are also entitled to sign respective handing-over/taking-over protocols regarding the works.

On behalf of the Borrower: [REDACTED]

On behalf of the Lender: [REDACTED]

Art. 2 Rights and obligations of parties

1. The Lender is obliged:

- suitably pack and transport the works to and from final destination **at own cost and own liability** (including payment of all taxes or custom duties, if due),
- conclude in own name and at own costs the insurance regarding transport of the works to and from final destination (including loading and unloading of the works),
- assist the Borrower during installation and dismantling of the works in final destination, if required.

2. The Borrower is obliged:

- display the works on exhibition in final destination within agreed period,
- provide the special (lockable) vitrines or boxes in which the works will be displayed,

- secure the safety of the works when displayed on exhibition by surveillance of cameras and by permanent guard to be presented in premises,
 - provide the insurance of premises, where the exhibition is held,
 - notify the Lender all loss and damages incurred on the works during exhibition. Each damage must be recorded in condition report and accompanied by photos.
3. The Lender is entitled to inspect the works during exhibition and the Borrower is obliged to enable the Lender such inspection.
 4. The Borrower is not entitled to lend the works to any third parties.
 5. The Borrower is obliged to use the works only for purpose defined above in this agreement, it means only for display on exhibition.
 6. The works must be delivered and handed-over to the Borrower in final destination at latest 2 days before scheduled beginning of the exhibition.

Art. 3 Declaration of parties

1. The Lender hereby confirms that he is the legal owner/entitled holder of the works and knows of no third party to claim to the works, i.e. there are no legal or factual obstacles to enter into this agreement. The Lender also confirms that no copyright or intellectual property rights of any person will be infringed by displaying the works on exhibition.
2. The Lender will indemnify and defend the Borrower against, and to hold him harmless from any liability (including attorney's fees and the costs of defending any actions) arising out of any claim by any individual, institution or other person claiming full or partial title to the works.
3. The Lender expressly declares that he has no special safety or climatic demands regarding premises, where the exhibition will be held.
4. The Borrower declares that he has insured the premises, where the exhibition will be held.

Art. 4 The other provisions

1. The works displayed on exhibition must not be photographed, filmed, videoed, televised or copied in any way without prior written consent of the Lender.
2. The Lender hereby expressly authorizes the Borrower to photograph or record the works for the purpose of promotion or advertising of the exhibition. The Borrower is also entitled to place these photos and records on its websites as well as on the website of The Czech Academy of Sciences and to distribute them for news service into media (TV).

3. The Lender must be acknowledged in all documents to be issued for promotion of the exhibition.

Art. 5 Termination of the agreement

1. This agreement may be terminated upon written consent of the parties.

2. The Lender is entitled to terminate this agreement by written notice to be sent to the Borrower, if the Borrower uses the works contrary to the purpose agreed in this agreement. The termination will have immediate effect and the Borrower will be obliged to return the works to the Lender.

3. The Borrower is entitled to terminate this agreement by written notice to be sent to the Lender, if declaration given by the Lender in art. 3, point. 1. appears untrue or the works arrive into final destination incomplete, damaged or with delay. The termination will have immediate effect and the Lender will be obliged to immediately transport the works from final destination. If the Borrower terminates this agreement due to breach of the Art. 3.,point 1., the obligation under Art. 3, point 2. will survive.

Art. 6 Governing law, dispute resolution

1. The parties have agreed that this agreement will be governed by Czech law, especially by Czech Civil Code (act no. 89/2012Coll.).

2. Any disputes or differences between the parties arising out of this agreement will be settled amicably by means of mutual negotiation. Should this way fail, the parties agree to submit their disputes for final decision to the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by three arbitrators in accordance with the Rules of that Arbitration Court.

Art. 7 Final provisions

1. Any assignment of this agreement or its part may be done only with prior written consent of the other party.

2. This agreement constitutes the entire understanding between parties and supersedes each prior or contemporaneous agreement - whether written or oral made between parties.

3. This agreement may be modified and amended only by written amendments to be signed by authorized representatives of the parties. The other way of amending is excluded.

4. This agreement is made in 2 (two) identical counterparts, one counterpart for each party.

5. The parties agree to publish this agreement in The Register of agreements led by Ministry of the Interior of The Czech Republic according to act no. 340/2015 Coll. The Borrower

hereby obliges to publish this agreement in the register and to inform the Lender about this publication.

6. This agreement comes into force upon its publication in The Register of agreements.

7. This agreement has one enclosure including items to be displayed on the exhibition.

In Oslo on August 8, 2017

On behalf of the Lender:

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In Prague on.....

On behalf of the Borrower:

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Středisko společných činností AV ČR, v. v. i.
(Centre of Administration and Operations of the CAS, v. v. i.)
Ing. Tomáš Wencel, MBA, Director

Enclosure

List of works which are subject to the **Agreement regarding Exhibition**

Name of work, price in EUR

Metal relief portrait of Milada Blekastad: 120 EUR

Total price: 120 EUR