

Parties to the agreement:

Archives et Musée de la Littérature

(Archives and Museum of Literature)

Having its registered office at: Bibliothèque Royale 4, blvd de l'Empereur

ZIP Code 1000, Bruxelles, Belgique

ID number: 410316037

Represented by: Marc Quaghebeur, Managing Director (hereinafter referred to as “the Lender”)

And

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

(Centre of administration and operations of the CAS)

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: JUDr. Jiří Malý, the Director (hereinafter referred to as “the Borrower”)

And

Ústav pro soudobé dějiny AV ČR, v. v. i.

(Institute for contemporary history of the CAS)

Having its registered office at: Vlašská 355/9

ZIP Code 118 40, Prague 1

ID number: 68378114

Registered in the Register of the Public research institutions led by

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

Represented by: PhDr. Oldřich Tůma, Ph.D. - the Director (hereinafter referred to as “ÚSD”)

And

Filosofický ústav AV ČR, v. v. i.

(Institute of Philosophy of the CAS)

Having its registered office at: Jilská 361/1

ZIP Code 110 00, Prague 1

ID number: 67985955

Registered in the Register of the Public research institutions led by

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

Represented by: PhDr. Ondřej Ševeček, Ph.D. - the Director (hereinafter referred to as “FLÚ”)

(Above mentioned entities are collectively referred to as “parties”)

Together enter into following

AGREEMENT regarding exhibition n. 014-V/16

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 (insured value) of the works is [REDACTED] EUR.;
- b) The Borrower desires to display the works on exhibition titled “Mramor se jí studený” (“Le marble se mange froid”), to be held in cooperation with ÚSD and FLÚ in Prague from 5th of October 2016 to 25th of October 2016 (hereinafter referred to as “the exhibition”);

Therefore, it has been agreed the following.

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 only 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 5th to 25th of October 2016. The vernissage with attendance of parties will be held on 4rd of October. The period of exhibition may be prolonged upon mutual consent of the parties made by written amendment to this agreement.
5. The lending begins upon hand-over of the works to the Borrower by the Lender in final destination. The lending terminates upon hand-over of the works to the Lender by the Borrower in final destination after the end of 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 documentations recording the condition of the works.
6. Following contact persons are determined for communication within this agreement.
On behalf of the Borrower [REDACTED]
On behalf of the Lender: [REDACTED]
On behalf of ÚSD: [REDACTED]
On behalf of FLÚ: [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),
- install and dismantle the works in final destination according to Borrower's instructions,
- provide the Borrower with all description legends and explaining material to be attached to the works when displayed on exhibition,
- 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). The insurance costs regarding transport of the works to final destination (from Brussels to Prague) will be reimbursed to the Lender by ÚSD and FLÚ on below mentioned conditions (point 3. and point 8.).

2. The Borrower is obliged:

- display the works on exhibition in final destination within agreed period,
- assist the Lender in negotiation of transport insurance, if required,
- assist the Lender during installation and dismantling of the works in final destination,
- 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 the works during exhibition,
- notify the Lender all loss and damages to be incurred on the works during exhibition. Each damage must be recorded in condition report and accompanied by photos.

3. ÚSD and FLÚ are obliged:

- assist the Borrower and the Lender during installation and dismantling of the works in final destination,
- reimburse the Lender for insurance costs regarding transport of the works to final destination (from Brussels to Prague) provided that **these costs will not exceed the total amount of 2.000,- - EUR.**

4. The works will be transported and installed in final destination upon previous consent of the Lender and the Borrower at latest one day before the exhibition begins. The Lender will dismantle and transport the works away from final destination without delay after the end of exhibition.

5. The risk of loss and damage on the works will transfer on the Borrower by signature of hand-over protocol to be made after installation of the works in final destination and will transfer back on the Lender by signature of hand-over protocol to be made after dismantling of the works. During the transport of the works to and from final destination the risk of loss and damage remains on the Lender.

6. The Lender reserves the right to inspect the works when displayed on exhibition and the Borrower obliges to enable the Lender such inspection.

7. The Borrower is not entitled to lend the works to any third parties.

8. The Lender will charge the insurance costs regarding transport of the works to final destination (from Brussels to Prague) to ÚSD and to FLÚ proportionally (1/2 of the amount to each entity) after having payed these insurance costs. These costs will be payable on Lender's account determined in the invoice within 15 days following delivery of invoice to ÚSD and to FLÚ. The Lender's invoice must be documented by copy of bills proving the payment of amount by the Lender.

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 Borrower will be responsible to the Lender for loss and damages to be incurred on the works during the exhibition in Borrower's premises up to the amount stated in Preamble letter a.

4. The Lender hereby confirms that he visited the premises, where the exhibition will be held and found them suitable for placement of the works. The Lender expressly declares that he has no special safety and climatic demands regarding these premises.

5. The Borrower declares that he has insured the premises, where the exhibition will be held as well as the works to be placed there during the exhibition.

Art. 4 The other provisions

1. The works while 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, ÚSD and FLÚ to photograph or record the works for the purpose of promotion or advertising of the exhibition. The Borrower, ÚSD and FLÚ are also entitled to place these photos and records on their 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 withdraw from this agreement by written notice sent to the other parties, if the Borrower uses the works contrary to the purpose agreed in this agreement.

3. The Borrower, ÚSD and FLÚ are together entitled to withdraw from this agreement by written notice sent to the Lender, if declarations given by the Lender in art. 4, point. 1. appear untrue or the works arrive into final destination incomplete or damaged.

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 shall 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 parties.

2. This agreement constitutes the entire understanding among parties and supersedes each prior or contemporaneous agreement - whether written or oral made among 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 4 (four) identical counterparts, one counterpart for each party.

5. All parties hereby agree to publish this agreement in 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 register without delay after signature of all parties. The parties have agreed that enclosures of this agreement will be made illegible.

6. This agreement comes into force upon its publication in Register of agreements.
7. This agreement has two enclosures including items to be displayed on the exhibition.

In Prague on.....

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Archives et Musée de la Littérature
(Archives and Museum of Literature)
Marc Quaghebeur, Managing Director

In Prague on.....

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