

## EXHIBITION AGREEMENT

This Exhibition Agreement ("the Agreement") is made this July 06, 2015, by and between the **Jeu de Paume**, a French not-for-profit association, located at 1, place de la Concorde, 75008 Paris, France (hereinafter "JDP"), represented through its Director, Marta Gili and the **Slovak National Gallery**, located at Riečna 1, 815 13, Bratislava 1, Slovakia, (hereinafter "SNG") represented through Mgr. Alexandra Kusá, Director General.

### RECITALS

This Agreement sets forth the terms of mutual agreement between JDP and SNG concerning a touring exhibition of works by the artist **François Kollar** (hereinafter "the Exhibition") organized by JDP, and which will first be presented in Paris at JDP's above mentioned address, then in Bratislava at SNG's premises. In consideration of the mutual promises and agreements contained in this document, JDP and SNG agree as follows:

### 1 EXHIBITION DATES AND CONTENT

**1.1** The Exhibition shall be shown in a dignified and suitable manner appropriate to its content, at the following dates:

**Jeu de Paume, Paris**  
**Slovak National Gallery, Bratislava**

**February 8 – May 22, 2016**  
**June 9 – September 11, 2016**

Any proposed change in the Exhibition site or Exhibition dates must be approved in writing by JDP.

**1.2** The Exhibition will consist of approximately 135 vintage prints, 60 documents and several slideshows. A provisional Checklist (Appendix A) will be subsequently attached to this Agreement no earlier than October 30, 2015. The Exhibition must be shown in its entirety without deletions or additions unless written permission for specific changes is obtained from JDP, in advance of SNG's opening.

**1.3** If SNG chooses to add works to the Checklist, for presentation solely at its institution, any costs associated with these additions will be borne by SNG. Upon the signing of this Agreement, it is assumed that all works borrowed for the Exhibition shall be exhibited. However, it is understood that lenders may choose to limit the number or length of showings of specific artworks. Such limitations as known upon the signing of this Agreement are noted in Appendix A. Any additional limitations shall be communicated by JDP as information becomes available.

## 2 TITLE AND CREDIT LINE

**2.1** The Exhibition is provisionally titled: **“François Kollar”**.  
JDP must approve any changes to the title in advance.

**2.2** The Exhibition must be identified by its title and the following credit line with JDP’s logo as follows:

**“This exhibition is organized by Jeu de Paume, Paris, in collaboration with Médiathèque de l’architecture et du patrimoine and with the participation of the Slovak National Gallery for the presentation in Bratislava”** (or its translation, to be agreed with JDP)  
**[JDP Logo] [Médiathèque Logo]**

**Curators: Mathieu Rivallin and Pia Viewing”**

**2.3** The organizational credit line is subject to change and any subsequent changes or additions to the organizational and tour credit line will be communicated by JDP in writing and shall become a part of this Agreement.

**2.4** The organizational credit line (translated in the language of each material) as specified above and the JDP’s and Médiathèque’s logos shall appear in a prominent place at or near the entrance to the galleries in which the Exhibition is installed and in all materials in any medium related to the Exhibition except as outlined in 2.5, 2.6 and 2.7, including, without limitation, print and electronic forms prepared by SNG in conjunction with the Exhibition, such as:

catalogues,  
publications,  
brochures,  
press releases,  
press kit folders,  
press review,  
websites,  
educational material,  
orientation films,  
publicity releases (unless the available space does not allow),  
promotional posters,  
flyers / rack cards,  
and all other promotional collateral materials.

SNG shall encourage all press and news media to include the organizational credit line in reporting on the Exhibition.

**2.5** SNG may use the organizational credit line without JDP’s and Médiathèque’s logos on its invitations,  
announcement cards,  
museum programs,  
newsletters.

**2.6** SNG may drop the credit line and JDP's and Médiathèque's logos on its street banners, building signage, bookmarks.

**2.7** SNG may drop the mention of the Curator on its: publicity releases, promotional posters, flyers / rack cards.

**2.8** Sample layouts of printed pieces with the exact or very similar layout for multiple uses shall be approved in advance by JDP, such approval not being unreasonably withheld or delayed. All samples are to be sent to: Arantxa Vaillant/Communication Department ([arantxavaillant@jeudepaume.org](mailto:arantxavaillant@jeudepaume.org)/ Phone: +33 1 47 03 13 38). JDP agrees to respond to all requests for approval within five business days.

**2.9** SNG may seek additional funding from sponsors and donors (public and corporate foundations and individuals) for its local presentation. In all cases, without exception, any funding secured by SNG must be acknowledged on a separate line below organizational credit line. The type-size must be identical to, or smaller than, organizational credit line and identical in color.

### **3 ORGANIZATION**

**3.1** The curators of the Exhibition are Mathieu Rivallin, collections department, Médiathèque de l'architecture et du patrimoine and Pia Viewing, curator, Jeu de Paume.

**3.2** Loan requests, insurance, condition reports, crating, shipping, couriers, packing, will be organized as outlined in points 4, 5, 6, 7, 8 and 9 herein.

**3.2** SNG will pay JDP an exhibition production fee of **20 000 euros** (twenty thousand euros) to cover share of administration, curatorial costs (researches, travels), management of the loans, loan fees, fees for right holders, conservation, matting and framing, crating, exhibition wall texts, press kit with a selection of images, consolidation of the Exhibition. Payment of the fee will be due upon receipt of invoices from JDP as specified in 17.2 hereunder.

**3.3** Direct on-site costs to be paid by SNG are detailed in Article 17.

### **4 LOAN REQUESTS**

JDP will organize loan requests for the works listed under Appendix A, and will be responsible for securing and administering those loans.



## **5 INSURANCE**

**5.1** JDP will arrange a fine art insurance policy on an “all risks, nail-to-nail” basis, with its usual insurers, for the works listed in Appendix A, for the full duration of the tour, i.e. from the moment the works are first collected from lenders until their final return to the same, including exhibition period at SNG.

**5.2** SNG will pay to the insurers the costs of the insurance premium related to its period of responsibility. SNG period of responsibility will start from the moment the works leave the previous venue (JDP) so to reach SNG, until the moment they leave SNG so to reach the next Venue if any, or until the moment they are returned and delivered to the lenders if there is no additional Venue.

**5.2** Should any lender wish to maintain his/her own insurance coverage, SNG shall bear the cost of the referred insurance coverage prior to shipping.

**5.3** SNG shall be entitled to require and receive a copy of the overall insurance policies, which shall be subscribed by JDP and by lenders, if so required, pursuant under terms of this agreement, as an affidavit of the total premium cost.

**5.4** SNG will provide JDP with its complete Facilities Report (including storage facilities) prior to execution of this Agreement.

## **6 CONDITION REPORTS / DAMAGES**

**6.1** JDP will provide SNG with a set of Condition Reports which will accompany the Exhibition, to be completed on unpacking and again on repacking of the works listed in Appendix A. SNG will return these condition reports to JDP on completion, or forward them to the next Venue, as specified.

**6.2** Any damage or loss which is noticed to be in addition to the condition already described on the condition reports or any damage or loss which results from a specific incident or any damage or loss which occurs whilst on exhibition is to be immediately photographed and attached to a full incident report which is to be immediately made available to JDP and to the insurer.

**6.3** SNG agrees to follow any subsequent instructions from JDP with respect to the work(s). Except for emergency procedures to arrest the possibility of further damage, SNG shall not make or permit the making of any repairs of any work unless and until SNG receives written permission from JDP.

**6.4** SNG shall be responsible for handling and processing any insurance claim that may be related to its period of responsibility: from the moment the works leave the previous Venue (JDP) so to reach SNG until the moment they leave SNG so to reach the next Venue if any, or to be returned to lenders.

## **7 TRANSPORT & STORAGE**

**7.1** JDP agrees to organize the initial consolidation of the Exhibition, the transfer of the works from lenders to JDP, the transfer to SNG, the transfer to the next Venue if any and the return to lenders at the end of the tour. JDP will contract a fine art transport company, which will oversee all these arrangements.

**7.2** JDP will bear the costs of the foresaid consolidation of the Exhibition, of the transfer of the works listed in Appendix A from lenders to Paris.

**7.3** SNG will bear the cost of the transfer of the works listed in Appendix A from the previous venue (Paris) to Bratislava and return to Paris. SNG will also bear the cost of the unloading, loading, unpacking and repacking of these works at its premises and storage if necessary.

In case there is a third Venue presenting the Exhibition, the cost of the return to Paris from this Venue will be shared by SNG and the third Venue.

Payment of said transports will be due once transports have been completed, upon presentation of an invoice from the company appointed by JDP.

JDP will authorize the transport of the Exhibition to SNG only under the condition that the financial participation as indicated in article 17.2 has been paid to JDP by SNG.

**7.4** The transfer schedule will be jointly agreed upon by JDP and SNG. If SNG is unable to receive/ disperse shipment of the Exhibition within a reasonable period in advance of the scheduled opening at SNG and/or at the next Venue if any, SNG will absorb the cost of an interim storage facility that is acceptable to JDP and all other reasonable related expenses.

JDP undertakes to inform SNG of any particular requirements regarding transport and packing/crating at least three weeks prior to the delivery date.

**7.5** JDP will arrange for appropriate packing/crating to ensure the safe transport of the Exhibition throughout the tour and will provide SNG with a copy of the relevant packing lists and related documentation. JDP will bear the cost of said packing/crating. The cost of any additional material necessary for repacking in Bratislava will be borne by SNG.

**7.6** SNG agrees not to open Exhibition crates until the crates have been on its premises for a 24-hour period (or more if so required by lenders) in order to allow acclimatization of the Exhibition. After this period, the condition inspection of individual works of art shall be made as soon as feasible in order to check for damage, which may have occurred in transit.

**7.7** Unloading and reloading of the Exhibition upon arrival at SNG and departure will be done by trained personnel.

**7.8** If some works are not shown in SNG's presentation, they must be stored in areas where the temperature and humidity conditions are equivalent to those in the Exhibition's galleries. If these works must be stored off-site, JDP must approve the storage facility in advance. All costs associated with the storage of these works are the responsibility of SNG.

## **8 COURIERS**

**8.1** Should any of the lenders require a courier (s) to accompany the loans to and from Bratislava and to supervise installation/de-installation, SNG will be responsible for organizing and paying for the travel, accommodation expenses and per diems of these couriers.



**8.2** JDP will send a representative to SNG to supervise the shipping, unloading, unpacking and condition reporting. At the end of the Exhibition, JDP will send a representative to supervise the condition reporting, repacking, reloading and shipping. SNG will be responsible for organizing and paying for the accommodation expenses and per diems of this representative. JDP will be responsible for organizing and paying for the flight tickets.

## **9 PACKING & HANDLING**

**9.1** SNG is responsible for arranging its own unpacking, repacking and any special handling. The works need to be repacked exactly as they were received. All exhibition packing and unpacking shall be carried out explicitly by personnel who are trained in fine arts handling and packing.

**9.2** SNG shall maintain the Exhibition packing cases in good condition, store them at its own expenses in areas where the temperature and humidity conditions are equivalent to those in the Exhibition galleries, and preserve any loose packing materials in the case to which they belong. If empty cases must be stored in areas without environmental controls, they must be returned to an area with temperature and humidity at Exhibition galleries levels and left open to acclimatize 24 hours before repacking.

## **10 NORMS OF CONSERVATION & SECURITY**

**10.1** SNG agrees to present the Exhibition in a dignified and suitable manner and place subject to approval by JDP's curatorial staff so as to preserve and care for the works. Handling of the works shall be carried out explicitly by SNG's personnel who are trained in fine arts handling.

**10.2** The Exhibition may only be installed in a facility of fireproof or fire-resistant construction that is equipped with adequate fire detection/prevention and security systems that operate on a 24-hour per day, 7 day a week basis.

**10.3** The surveillance service in the exhibition galleries will be ensured 24-hour by various electronic detection and protection systems, as well as by an adequate number of security guards belonging to professional agencies or museum staff.

**10.4** During the hours the Exhibition is on public view and during the opening events, security staff sufficient to fully cover the Exhibition must be deployed so that all the works are visible to a guard at all time. The number of security guards has to be agreed by JDP and its insurance company.

**10.5** SNG agrees to make daily security checks of the works of art listed under Appendix A.

**10.6** Environmental conditions in the Exhibition area must be maintained as follows, with no rapid fluctuations: air temperature stable, not to exceed 18-22° C; relative humidity stable, not to exceed 50% ± 5%. SNG agrees to meet the lighting requirements specified by the lenders. JDP will forward these requirements to SNG. In any case lighting intensity shall not exceed 50 Lux. No prints shall be permitted to come into direct contact with heating/ventilation vents, nor shall they be exposed to sunlight (all sources of direct sunlight shall be covered), strong incandescent or halogen light, or unfiltered fluorescent light, nor shall they be exposed to any UV light.

**10.7** Frames and/or Perspex must not be removed from works for any reason, except where there is a specific concern about the condition of the work, which requires immediate frame removal. SNG will contact JDP for permission before removing any works from their frames.

## **11 DESIGN & DISPLAY OF THE EXHIBITION**

**11.1** The design of the Exhibition installation is the responsibility of SNG and will be subject to advance approval by the curators of the Exhibition, Mathieu Rivallin and Pia Viewing.

**11.2** SNG is responsible for its installation of the Exhibition, including but not limited to construction, exhibition furniture and other display units such as vitrines, lighting and graphics, audio / video equipment if necessary. SNG will provide its own equipment for the installation of the works.

**11.3** SNG is responsible for organizing and paying associated costs for all travel arrangements (economy class), accommodation expenses and per diems for the curators for a period of 7 to 9 days, (to be confirmed) during the installation and opening period.

## **12 EDUCATION**

SNG will undertake its own education programs for its Exhibition.

## **13 PRESS AND PUBLIC RELATIONS**

**13.1** All promotion and publicity material must be approved in advance by JDP within 5 working days after reception of the sample layouts of printed pieces by e-mail as specified in 2.8.

**13.2** Images whether for publicity or any other purpose, may not be cropped or bled off the page, nor may anything be superimposed on the images, unless authorization is provided via JDP.

**13.3** JDP will prepare press releases and kits that may be used or serve as models, but SNG is responsible for its own public relations program.

**13.4** JDP will provide SNG with a set of 15 (to be confirmed) authorized images with their respective credit lines and copyrights, free of costs for reproduction rights, that may be used for press, publicity and educational purposes only in conjunction with the Exhibition and for the duration of the Exhibition. The copyright information will be affixed to all images, reproduced or exhibited, according to the information provided by JDP.

**13.5** SNG will provide JDP with 3 copies of each printed material, and 1 copy of press review after the Exhibition closes. It will also provide a set of digital images of the Exhibition installation and attendance figures.

**13.6** SNG will send all lenders an invitation to the opening events and will supply JDP with 30 announcement cards. In addition, SNG will send cards to the mailing list provided by JDP.

**13.7** SNG is responsible for organizing and paying associated costs for all travel arrangements (economy class), accommodation expenses and per diems for two members of the Kollar family for a period of 2 to 3 days, (to be confirmed) during the opening period.

## **14 PHOTORAPHY**

**14.1** Photography by visitors of works in the Exhibition is strictly forbidden.

**14.2** Photography and filming of individual works in the Exhibition by SNG is permitted for documentary purposes when supervised by the SNG's professional staff. SNG may photograph and film works in general installation views for documentary, educational, and publicity purposes related to the Exhibition. Any/all authorized photography is subject to the following restrictions:

- Framed works may not be removed from their frames,
- Lights may not be too close or intense,
- Flashbulbs or flash equipment may never be used,
- Photography may be done only on the premises of SNG, under the supervision of an appropriate member of the SNG's staff,
- The public is never permitted to photograph the works of art in the Exhibition.

## **15 CATALOGUE**

The Exhibition will be accompanied by a catalogue, which will be subject to a separate agreement with the publisher(s). The cost of the catalogue is not included in the Exhibition Fee.

## **16 DEVELOPMENT AND FUNDRAISING**

Any fundraising efforts will be separate endeavors and if financial support is secured by SNG, it will not be shared.

## **17 FINANCIAL ARRANGEMENTS**

**17.1** The Exhibition production fee is € 20.000 (twenty thousand euros). It covers part of the expenses that JDP has incurred as outlined in 3.2.

**17.2** The Exhibition production fee is payable by SNG in three installments, upon receipt of an invoice from JDP:

- € 5.000 (five thousand euros) on signing this Agreement,
- € 10.000 (ten thousand euros) on February 1, 2016,
- € 5.000 (five thousand euros) before the Exhibition leaves JDP, in any case no later than May 25, 2016.



SNG shall return to JDP the Exhibition Agreement, signed by SNG, within twenty days of its receipt.

**17.3** SNG is also responsible for paying to the shipping agent appointed by JDP the costs of transporting the Exhibition from the previous venue (JDP) to Bratislava and return to Paris (or a share of the return to Paris in case of a third Venue), as outlined in 7.3.

**17.4** SNG is responsible for paying to JDP's insurance company the insurance costs related to its period of responsibility as outlined in 5.2

**17.5** SNG is responsible for organizing and paying all local costs incurred in presenting the Exhibition, including but not limited to its unloading/loading, unpacking/repacking, crates storage, installation and dismantling, exhibition furniture, publicity and printed materials, opening events, education program, security, exhibition storage if necessary, cost of the video / audio equipment if necessary, etc.

**17.6** SNG is responsible for the costs related to the courier(s) expenses (travel, accommodation, per diems) as outlined in 8.1 and 8.2.

**17.7** SNG is also responsible for the costs related to the curators travel, accommodation expenses and per diems as outlined in 11.3, and for the costs related to the two members of the Kollar family's travel, accommodation expenses and per diems as outlined in 13.7.

**17.8** Any revenues earned by SNG in relation to the Exhibition from admission charges, audio tours, catalogues, poster sales, etc., shall be retained by SNG, which will be responsible for any taxes or other charges on such revenues.

## **18 CANCELLATION**

**18.1** The first deposit of € 5.000 is non-refundable unless the Exhibition is cancelled by JDP through no fault of SNG. In the event that JDP is unable to perform hereunder, JDP shall promptly refund to SNG the Exhibition Fee (s) already paid by SNG in full and complete satisfaction of its obligation to SNG.

**18.2** SNG has confirmed in writing its intent to present the Exhibition. If circumstances later require that SNG cancels its showing of the Exhibition and JDP were unable to find a replacement venue, SNG shall pay to JDP the fee of € 20.000, in full. SNG will also be billed for the storage of the Exhibition until the next Venue's presentation. Should an alternative venue be found, SNG shall pay the difference between the replacement venue's fee and the full fee of € 20.000.

Notice of cancellation shall be deemed to occur on the date notice is received by JDP.

## **19 NOTICES**

Except as otherwise required specifically herein, all notices and other communications provided for or permitted hereunder shall be made by hand-delivery, pre-paid, first-class mail, or facsimile followed up by a hard copy:

**If to JDP, to:**

Marta Gili  
Director  
Jeu de Paume  
1, place de la Concorde  
75008 Paris  
France

Phone: + 33 1 47 03 12 49  
Fax: + 33 1 47 03 12 51  
e-mail: [martagili@jeudepaume.org](mailto:martagili@jeudepaume.org)

Elisabeth Galloy  
Travelling Exhibitions

Phone + 33 1 47 03 13 21  
e-mail: [elisabethgalloy@jeudepaume.org](mailto:elisabethgalloy@jeudepaume.org)

Pia Viewing  
Curator of the Exhibition

Phone + 33 1 47 03 13 32  
e-mail: [piaviewing@jeudepaume.org](mailto:piaviewing@jeudepaume.org)

**If to SNG, to:**

Alexandra Kusá,  
Director General  
Slovak National Gallery  
Riečna 1, 815 13,  
Bratislava 1,  
Slovakia

Phone: 00-421-2-20 47 62 26  
e-mail: [alexandra.kusa@sng.sk](mailto:alexandra.kusa@sng.sk)

Alexandra Homol'ová  
Deputy Director General  
Slovak National Gallery

Phone: 00-421-2-20 47 61 98  
e-mail: [Alexandra.homolova@sng.sk](mailto:Alexandra.homolova@sng.sk)

Lucia Almásiová,  
Curator  
Slovak National Gallery

Phone: 00-421-2-20 47 61 74  
e-mail: [lucia.almasiova@sng.sk](mailto:lucia.almasiova@sng.sk)

All such notices and communications shall be deemed to have been duly given: when delivered by hand, if personally delivered; eight business days after being deposited in the mail, postage prepaid, if mailed as aforesaid; and when receipt acknowledged, if sent by facsimile.

**20 FORCE MAJEURE**

Neither JDP nor SNG will be responsible or liable for damages caused by a delay or failure in the performance of this Agreement or any provision hereof, or by a delay or failure which causes cancellation of this Agreement, if such delay or failure is due to a cause beyond its control, such as, but not limited to, fires, strikes, scarcity of materials or fuel, war or acts of war, acts of mobs or rioters, acts of public authorities, delay or defaults caused by public carriers, or earthquakes, storms, floods.  
Amounts already paid by SNG to JDP will not be returned.

## **21 ENTIRE AGREEMENT**

**21.1** This Agreement will be binding upon and inure to the benefit of JDP and SNG jointly and severally, each of their successors and assigns, agents and employees. This Agreement constitutes the complete understanding of the parties and supersedes all previous oral and written understandings. No waiver or modification of any provision contained herein will be valid unless in writing and signed by all the parties.

**21.2** This Agreement will be in effect until the parties have complied with all their contractual obligations, as they are set out in this Agreement.

**21.3** This Agreement is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of the agreement and understanding of the parties.

**21.4** Neither this Agreement nor any term hereof may be changed, waived, discharged, or terminated unless a written amendment is signed by both parties.

## **22 LANGUAGE**

In case an additional copy of the Agreement is translated into another language other than English and signed by both parties, the English version shall prevail for purposes of the Agreement.

## **23 GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of France. Only French jurisdiction will be competent.

## **24 VALIDATION**

This Agreement will be validated only when this form has been signed by both parties. Two copies to be signed are enclosed.

Date:

Date:

Marta Gil, Director  
Jeu de Paume, Paris  
[, Dire

Alexandra Kusá, Director General  
Slovak National Gallery, Bratislava