

Cooperation Agreement on organization of the Exhibition

concluded in Krakow by and between:

National Museum in Krakow, with its registered office in Krakow, at al. 3 Maja 1, 30-062 Kraków,
Tax Identification Number (NIP): 675 000 44 42, REGON: 000275961,
entered into the National Register of Cultural Institutions under No. 25/92, represented by:

1. Andrzej Betlej – Dyrektor
2. Krystyna Pankau – Deputy Director for Economic Affairs, Chief Accountant

Hereinafter referred to as: **MNK**

and

Slovak National Gallery

Address: Riečna 1, 815 13 Bratislava, Slovak Republic

Tax Identification Number: 00164 712

Registered in Ministry of Culture of the Slovak Republic

represented by:

1. Alexandra Kusá, Director General
2. Alexandra Homoľová, Deputy Director for Art Collections

Hereinafter referred to as: **SNG**

1. SUBJECT OF THE AGREEMENT

- 1.1. This agreement (hereinafter the "**Agreement**") sets out principles of cooperation between MNK and SNG in the preparation and implementation of the exhibition "Baroque between Bratislava and Krakow" (the "**Exhibition**"). The Parties hereto declare that they shall use their best endeavours to ensure the proper preparation, organization, implementation and promotion of the Exhibition.
- 1.2. The Exhibition shall be held in the Main Building of the National Museum in Krakow, temporary exhibition hall, al. 3 Maja 1, 30-062 Krakow, February 10, 2017 till May 14, 2017.
- 1.3. MNK and SNG are organizers of the Exhibition. All materials accompanying the exhibition, including the catalogue and promotional and advertising materials shall include logos of MNK and SNG, bearing the title "Organizers".
- 1.4. If there is available space in materials promoting the Exhibition, logos shall be accompanied with the notice: "The exhibition organized by the National Museum in Krakow and the Slovak National Gallery in Bratislava".
- 1.5. The Exhibition shall be accompanied by a publication published by MNK. The parties agree the following copyright notice: © National Museum in Krakow 2017. The Parties agree that MNK shall assign the publication with its ISBN number.
- 1.6. Katarina Chmelinová (SNG) is the author of Scenario (hereinafter: the "**Scenario**") and the curator of the Exhibition in cooperation with Tomasz Zaucha (as for the MNK). Grażyna Kulawik shall be a coordinator of the exhibition on the MNK part.

2. MNK OBLIGATIONS

MNK as an entity professionally engaged in carrying out activities covered by the Agreement, shall be responsible for complex preparation and promotion of the Exhibition. MNK shall be in particular obliged to:

- 2.1. Develop an exhibition design and implement it, including mounting and demounting of objects, display elements and lighting; exhibition design will be sent to SNG by, 12 May, 2016 and further agreed between the Parties.
- 2.2. Prepare, according to the Scenario of the Exhibition, elements of visual communication of the Exhibition (captions, on-wall information and educational panels),
- 2.3. Ensure the Exhibition staff (museum helpers, cashiers etc.) and Exhibition security Services,
- 2.4. Design and print elements of the exhibition communication in particular: invitation, poster, leaflet; projects will be prepared based on the catalogue layout and agreed between the Parties;
- 2.5. Organize press conference and vernissage on 10th February, 2017
- 2.6. Promote the Exhibition in the media and in online mass media,
- 2.7. Design and publish exhibition catalogue in the Polish/English version. Catalogue design, and the final editing of both, pictures and text will be agreed with the SNG;
- 2.8. Provide translation of the exhibition catalogue, educational panels, labels and promotional materials from Slovak to Polish;
- 2.9. Organize Loan agreements of objects from the collections from Czech Republic, Austria, Hungary, Ukraine and Poland according to the annex no. 2 to this agreement, and cover the costs of transport and insurance (if applicable).
- 2.10. MNK reserves the right to obtain PL state indemnity for all lending objects. In case of rejection of indemnity by the owner, MNK will insure the objects (from "nail to nail") for the transport and whole exhibition period. Relevant documents will be sent to the owners, no later than 30 days prior to the first transport.
- 2.11. Cover costs of travel, per diem and accommodation of the curator from SNG. The MNK's obligation to cover the aforesaid costs will be satisfied if the MNK cover costs of hotel accommodation for maximum 14 nights and provides a per diem in the amount of 36.- euro per day for maximum 14 days in connection with the delivery and mounting of the objects and the same for maximum 7 days in connection with the demounting and return of the objects.
- 2.12. Cooperate on a current basis with SNG on any all matters related to the exhibition preparation.
- 2.13. Provide the SNG with 60 copies of the exhibition catalogue and 200 invitations.

3. SNG OBLIGATIONS

Within the framework of cooperation with MNK in the implementation of the Exhibition, SNG agrees to:

- 3.1. Develop the exhibition scenario and catalogue synopsis. Both will be sent to the MNK by 1st June, 2016. The final list of the objects will be delivered no later than by 15th June 2016.

Lend objects from its own collection and organize Loan agreements, transports, insurance (from "nail to nail") and interim export allowance of objects from other collections from Slovakia.

These agreements will be concluded between SNG and the Slovak institutions involved, according to the exhibition scenario. Objects from the SNG will be lent based on a separate loan agreement to be concluded between the Parties;

- 3.2. Organize inbound and outbound transport of objects from Slovakia to Krakow, incl. the couriers and their expenses, if applicable. All conditions of transport, insurance and couriers will be a matter of Loan agreements between SNG and other Slovak institutions;
- 3.3. Send the acceptance of design project by July 15, 2016;
- 3.4. Supervise exhibition installation;
- 3.5. Provide MNK with all photos of the objects from the Slovak institutions for the catalogue publication; photos will be delivered by 30 June and selection of 10 photos for pre-promotional and promotional purposes;
- 3.6. Provide MNK with the pre-promotional text, catalogue texts, labels texts, educational and/ or information panels, and ,message of the SNG director; all texts will delivered by 1st September 2016 in Slovak and in English translation by 15th September, 2016;
- 3.7. Promote the Exhibition on the SNG websites;
- 3.8. Cooperate on a current basis with MNK on any all matters related to the exhibition preparation.

4. COPYRIGHTS

- 4.1. SNG grants MNK a non-exclusive, non-transferable, royalty-free license to use the following works: the concept of the Exhibition, the exhibition Scenario – all pre-promotional and promotional texts, wall texts, photos for the publication and promotional purposes in the following fields of exploitation (in cases the SNG is the credited holder of such rights):
 - a. disseminating by making available to the public, displaying and performing at the Exhibition, broadcasting (regardless of the type of broadcast: wired or wireless: terrestrial or satellite) and rebroadcasting as well as making available to the public in such a way that everyone can have access thereto at the time and place of their choice – especially in radio, television, the Internet, in the form of advertising or press releases or advertisements placed on outdoor advertising media, such as outdoor, citylight or similar, for the promotion and advertising of the Exhibition;
 - b. publishing of works, including frames and fragments for the purpose of promoting the Exhibition: on the invitation, on the poster and in the publication accompanying the Exhibition as well as in the Internet, media, and any other form of promotion;
 - c. reproduction on the invitation, on the poster, in the publication accompanying the Exhibition and in promotional and informational materials aimed at promoting and advertising the Exhibition.
- 4.2. MNK provides SNG with non-exclusive, non-transferable, royalty-free license to use the following works: design of the Exhibition, graphic designs (invitation, poster), in the following fields of exploitation:
 - a. disseminating by making available to the public, displaying and performing at the Exhibition, broadcasting (regardless of the type of broadcast: wired or wireless: terrestrial or satellite) and rebroadcasting as well as making available to the public in such a way that everyone can

have access thereto at the time and place of their choice - especially in radio, television, the Internet, in the form of advertising or press releases or advertisements placed on outdoor advertising media, such as outdoor, citylight or similar, for the promotion and advertising of the Exhibition;

- b. publishing of works, including frames and fragments for the purpose of promoting the Exhibition: on the invitation, on the poster and in the publication accompanying the Exhibition as well as in the Internet, media, and any other form of promotion;
- c. reproduction on the invitation, on the poster, in the publication accompanying the Exhibition and in promotional and informational materials aimed at promoting and advertising the Exhibition.

4.3 Licenses referred to in Art. 4.1 and 4.2 are granted for an indefinite period.

4.4. Licenses, referred to above do not entitle MNK and SNG to use or authorize third parties to use the indicated works (sublicense the works). The license may be terminated by either party with immediate effect in case of violation of rules of use of the works referred to in this section.

5. MANAGEMENT OF THE EXHIBITION AND COMMUNICATION BETWEEN THE PARTIES

5.1. The Parties designate persons who will be responsible for mutual contact between MNK and SNG and for supervising implementation of obligations set out herein and care for the Exhibition during preparation for its opening and duration.

5.2. On behalf of the SNG it will be:

Name and surname: **Alexandra Homolová, Deputy Director**

Email address: alexandra.homolova@sng.sk

Phone number: +421.2.20476198; **+421.903.224560 (mobile)**

in issues conc. contract implementation;

and **Katarína Chmelinová, Curator of the exhibition**

Email address: katarina.chmelinova@sng.sk

Phone number: +421.2.20476132; **+421.907.908904 (mobile)**

in issues of exhibition planning and its content;

5.3. On behalf of the MNK it will be:

Name and surname: **Grażyna Kulawik, Coordinator of the Exhibition**

Email address: gkulawik@mnk.pl; T: (48-12) 433 56 38, **(48) 600 451 061 (mobile)**

5.4. The Parties shall inform each other of any events or circumstances that may affect the proper or timely fulfilment of obligations under the Agreement. The Parties shall notify each other as soon as they become aware of occurrence of risk of these events or circumstances. The Parties shall jointly determine the impact of these events or circumstances on implementation hereof.

6. FINAL PROVISIONS

6.1. The Agreement is concluded under Polish law.

6.2. The Agreement was drawn up in four identical copies: two copies for MNK and two for SNG.

6.3. In the event of a dispute between the Parties on the basis of the Agreement, the Parties shall attempt to amicably resolve this dispute. If the attempt of amicable settlement fails, the Parties shall submit the dispute to a court of competent jurisdiction for the registered office of MNK.

6.4. SNG and MNK shall have the right to publish information on cooperation in the activities covered by this Agreement, and in particular, to inform on the cooperation on their websites.

6.5 To this end, SNG and MNK are entitled to use each other's marks, in particular logos and trademarks.

6.6. SNG and MNK agree with a publication of this agreement according to the law conditions valid in Slovakia and Poland, respectively,

6.7. Any modifications hereto must be made in writing; otherwise they shall be null and void.

6.8. The following appendices form an integral part hereof:

Alexandra Kusa, Director General

Andrzej Betlej – Director

Date:

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FINANČNÁ KONTROLA			
vykonaná podľa zákona č. 357/2015 Z. z. o finančnej kontrole a audite v znení neskorších predpisov			
Finančná operácia je v súlade: (príjem – použitie – poskytnutie – právny úkon – iný úkon majetkovej povahy)			
S rozpočtom:	Dátum	Meno	PODPIS
S osobitnými predpismi/ a uzneseniami zmluvami:	Dátum	Meno	PODPIS
S inými podmienkami poskytnutia vonkajších prostriedkov:	Dátum	Meno	PODPIS
So súhlasom o VO v platnom znení. PO podlieha - nepodlieha základu o VO			
Finančnú operáciu overil a súhlasí s jej vykonaním/pokračovaním:	Dátum	Meno	PODPIS