

Vorbemerkung

Dies ist eine anonymisierte Version eines konkreten Vertrages zu einer Ausstellung, die in drei europäischen Ländern gezeigt wird. Eine Station in USA wäre eine weitere Variante, für die mir aber momentan kein Muster vorliegt. Ich möchte betonen, daß der Vertrag von mir in einigen Details verändert wurde die ich für sinnvoll halte – der französische Partner hat nicht allen Vorschlägen zugestimmt. Das heißt auch, das der Vertrag nicht in der nachstehenden Form unterzeichnet wurde. Diese Variante habe ich trotzdem gewählt, weil ich persönlich sie für die bessere halte. Worüber man natürlich diskutieren kann, und über Verbesserungsvorschläge freue ich mich immer.

Für Rückfragen stehe ich gerne zur Verfügung, sofern ich nicht gerade im Umbau bin:
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Karin Grüning
Schirn Kunsthalle Frankfurt
7. Juni 2002

Cooperation Agreement between

Institution / Museum 1 (M 1)

and

Institution / Museum 2 (M 2)

and

Institution / Museum 3 (M 3)

§ 1 Purpose

The purpose of this agreement is to specify the terms under which the exhibition „A beautiful exhibition“ will be presented at the above mentioned institutions. The schedule for the venue will be:

City 1: Day, Month, Year

City 2: Day, Month, Year

City 3: Day, Month, Year

§ 2 List of works / ‚core-exhibition‘

This exhibition is a collaboration between the three institutions and its current curators: N.N. (M 1), N.N. (M 2), N.N. (M 3). The ‚core exhibition‘, meaning at least 80% of the works to be shown at all three venues, is enclosed in annex 1 and invariable part of this agreement.

All cost-related issues in the following §§ always refer to the ‚core-exhibition‘ if not mentioned otherwise.

§ 2.1

All three parties will forward copies of all relevant correspondence relating to the works of the ‚core-exhibition‘ to the other two partners immediately on receipt.

§ 2.2

M1 will handle loan agreements and all other arrangements and will be solely responsible and bear all costs for any additions to the works that will be shown only in City 1; M 2 respectively for the works that will be shown only in City 2; M 3 respectively for the works that will be shown only in City 3.

§ 3 Institutional Credit Line

In all advertising materials, press texts and printed matter (posters, folders, invitations, media, banners and wall texts, etc.) the following credit line (in the applicable language) has to appear in a smaller font size directly below the exhibition title.

"An exhibition of the M 1, M 2 and M 3"

§ 4 Publicity and Marketing

All parties shall be responsible for the marketing and promotion of the exhibition whilst at their venue.

The text of all printed materials related to the exhibition including, but not limited to, press releases, invitations, announcements, brochures, posters, advertising or other publicity published by or in the media shall mention the institutional credit line.

All parties will share their respective promotional material for information and usage. M 1 as the first venue will collect, clear the rights and provide image material for PR and promotional use for all three venues. Each venue is free to develop and design its own marketing and promotional campaign for the exhibition.

§ 5 Sponsoring

Each venue is free to select its own partners in sponsorship. The institutional credit line must not be altered by any sponsor; acknowledgment of the sponsor shall appear in a separate credit.

§ 6 Administrative handling and loan forms

For the "core-exhibition" M 1 will generate one loan contract for each work for all three venues and be responsible for coordination of the lender's responses and their requirements as well as communication of this towards M 2 and M 3. M 1 will be responsible for processing loan requests for all three venues, collecting the responses, sending out the loan agreement for all three venues and coordinating with lenders to insure that all practical details of transport, insurance, installation and display for all three venues have been agreed with the lender and have been communicated to all three venues.

alternativ:

§ 6 Administrative handling and loan forms

Each institution will send its own loan forms for presentation of the exhibition on its own premises and will keep the other parties informed.

§ 7 Insurance

All participants agree, that the insurance company for the 'core' shall remain the same during the venue, no matter which company had been chosen by the lender for his work(s). The premium's costs will be divided equally between the partners. For works shown only at two venues costs will be shared by the two partners; premium for a work shown at only one venue will be borne by this partner.

All the participants agree that the responsibility of M 1 takes end when the works at the end of the show in City 1 have been checked with contradictory condition reports, packed and loaded into the trucks. At that moment the works are under the responsibility of M 2.

All the participants agree that the responsibility of M 2 takes end when the works at the end of the show in City 2 have been checked with contradictory condition reports, packed and loaded into the trucks. At that moment the works are under the responsibility of M 3.

All the participants agree that the works in appendix 1 will be insured for all the three venues under an all risk, wall-to-wall exhibition policy, with no deductibles, for an accepted value, with a clause of non-recourse toward the transporters, forwarding agents, warehousemen bonders, packers, holders of the work, including M 1, M 2, M 3 and all persons participating in the realization of the exhibition with the M 1 insurance company or with the insurers used by one of the lenders, if the latter insist on this. M 1 will forward to M 2 and M 3 the insurance policies in which the conditions imposed by the lenders are included as well as the co-ordinates of all the insurance company and the list of works covered by each company.

Insurance costs will be shared equally by the 3 institutions hosting the exhibition. M 1 will ask the insurance companies to invoice each of them for their share (M 1: 33.3%, M 2 33.3%, M 3: 33.3%). M 1 will forward the insurance certificates to M 2 and M 3.

§ 8 Transport and Crating

Costs for transport, crating and couriers escorting the loans for the 'core-exhibition' will be divided as follows: Costs for crating shall be pro-rated between all partners. Transport of the loans from lender to City 1 shall be paid by M 1; transport from City 1 to City 2 shall be paid by M 2; transport from City 2 to City 3 shall be paid by M 3. Return transport from City 3 to lenders shall be divided equally between City 2 and City 3.

M 3 or the Shipping agency will provide City 2 no later then three months after the closing of the exhibition in City 3 with a full accounting of the costs for the return transport from City 3 to lenders. City 3 and City 2 will seperately be billed for 50% of these costs by the shipping agency.

Any costs related to the import of works from outside the European Union and vice versa exporting them like custom documents, administrative fees, fuel surcharge etc. shall be divided between all three venues.

None of the partners is interested in entitling a shipping agency of the respective country for the complete venue. As soon as the loan list is determined, each partner is free to choose the most sensible solution based on cost estimates of the respective agent for their share of transport.

§ 9 Restauration

In case restauration or framing work concerning loans of the 'core exhibition' is agreed by all three partners to be necessary, costs will be shared equally. In all other cases costs will be either shared between the two partners showing the work or considered as 'local cost'.

§ 10 Local Costs

Except for the above mentioned shared or divided costs – transport, crating, couriers and insurance, all other costs are to be considered local and are to be borne by the venue incurring them and shall not be divided. Such expenses include, but are not limited to: All costs incurred in presenting the exhibition, including installation, storage, promotion, publicity, previews, educational programs, entertainment, receptions and all expenses associated with works exhibited at one venue only.

§ 11 Condition Reports, Loss or Damage

M 1 shall provide condition reports to accompany the venues. Costs for translation of these reports into english or german language will be shared equally between M 2 and M 3.

In order to reduce the number of lender's couriers if possible and to discourage lenders to request a courier's escort, a member of one of the partner's institution should be present during packing at City 1 / unpacking in City 2 / packing in City 2 / unpacking in City 3. Costs shall be separated accordingly § 8 Transport and Crating. The respective conservator or courier shall receive reimbursement for travel (economy class), accomodation and a per diem of approximately 40 €.

If a work is damaged, lost or stolen not only the lender but also the other parties must be informed immediately.

§ 12 Cancellation / Termination

By signing this contract all parties agree that in case of cancellation by one of the venues, one third of the costs for crating, transport, and framing of the loans of the core exhibition shall be paid to the remaing two partners.

§ 13 Force Majeure

The obligations of each party under this agreement shall be suspended during the period and to the extent that such party is prevented or hindered from complying with these obligations by any cause beyond its reasonable control (an "Event of Force Majeure") which shall include but not limited to malicious damage, breakdonw of plant of machinery, fire or flood.

§ 14 Language

According to the wish of M 1 this agreement will be in english and french language and both versions will be equally effective. Costs for the translation engl. – french will be borne M 1.

§ 15 Catalogue

The catalogue shall be subject of a separate agreement. The catalogue will be published by a publisher mutually agreed upon and designed by a graphic designer mutually agreed upon.

§ 16 Curator's Travel

Costs for curator's and technician's travel shall be borne by each venue individually.

§ 16. 1

If one of the partner decide to invite any artists and/or lenders for the installation and/or opening, all costs related to this shall be borne by the respective partner.

§ 17 No Joint Venture or Partnership

The venues are not partners of joint venturers nor are the venues entitles to represent themselves as agents for each other not to pledge each other's credit.

§ 18 Arbitrage

If any dispute arises out of this agreement, the parties will try to settle it by negotiation. If this will not be possible, Court of Arbitration shall be settled in a fourth country as in Zurich, Switzerland. English shall be the valuable language for all participants.

§ 19 Entire Agreement

Should any term of this agreement be considered void or voidable under any applicable law then such term shall be severed or amended in such a manner as to render the remainder of this agreement valid and enforceable unless the whole commercial object is frustrated.

M 1

M 2

M3