

VIDEO ARTWORK PURCHASE AGREEMENT (with an Agent)

The undersigned

Mr/Ms _____

(Artist's full name and address), hereinafter referred to as 'the Artist', , who is legally represented in this matter by

(Agent's full name and address), hereinafter referred to as 'the Agent', who has been authorised by the Artist to conclude this Agreement on his/her behalf,

and

(Institution's name and address), legally represented in this matter by its

(position and name), hereinafter referred to as 'the Institution'

hereby agree as follows

ARTICLE 1 The work

1. The Agreement relates to the work – hereinafter referred to as 'the Video Artwork' – with the following specifications:

title _____

year of production _____

artist(s) _____

duration of the work / number of tapes _____

sound mono | stereo (delete as appropriate)

edition no. _____

colour | black/white (delete as appropriate)

credits _____

music by _____

source (nature and whereabouts) _____

ARTICLE 2 Sale

1. The Institution shall purchase the Video Artwork from the Artist.
2. The Artist shall deliver to the Institute no later than _____
 - a. the Video Artwork in the form of _____
(medium and format). This is a direct copy of the original artwork;
 - b. the 'accompanying equipment' described in the technical manual appended to this Agreement;
 - c. the installation plan which is referred to in the technical manual and which has been drawn up or authorised by the Artist. The installation plan contains instructions for the configuration and presentation of the spatial layout of the Video Artwork;
 - d. a certificate of authenticity signed by the Artist.
3. The Institution has purchased the Video Artwork from the Artist for the sum of EUR _____

and shall transfer the said sum to bank account no. _____

in the name of _____

The Institution shall make the said payment after receipt of an invoice from the Artist and after the Artist has delivered all the items stipulated in Article 2 sub 2 of this Agreement.

ARTICLE 3 Intellectual property rights

1. The above-mentioned sale of the Video Artwork does not include the transfer of any intellectual property rights (such as copyright and neighbouring rights).
2. The Artist agrees however to grant the Institution all powers (licence) that it may in all reasonableness require in order to make the Video Artwork accessible to the public in a manner befitting the normal practices of an organisation such as the Institution, which powers shall in any case include but not be limited to:
 - a. the power to reproduce the Video Artwork in any manner it desires for the purposes of preservation and for making exhibition copies;
 - b. the power to make the Video Artwork accessible to the public by means of exhibition;
 - c. the power to select at its own discretion fragments and/or stills from the Video Artwork and to reproduce and show these in public for promotional, publicity and educational purposes;
 - d. the power to show the Video Artwork as part of its own collection via its own website and via websites operated by the Institution;
 - e. the power to show the Video Artwork separately from its own collection (but only in a smaller format _____
(cross out if inapplicable) via Internet;
 - f. the power to develop all activities which are allowed within the limitations of the intellectual property legislation pertaining to the Video Artwork;
 - g. the power to loan the Video Artwork to third parties in the Netherlands and abroad and to allow the third party/parties to exercise all the above powers for the duration of the loan agreement.The parties understand that the Institution is at liberty to exercise these powers but is under no obligation to do so.

3. The purchase price stated in Article 2 is deemed to include payment for all the above-mentioned general and specific powers. The Institution is therefore under no obligation to make any payments to the Producer other than the purchase price with the sole exception of _____
(cross out if inapplicable)
4. The Institution shall make no alterations to the Video Artwork.

ARTICLE 4 Guarantees

1. The Artist guarantees the Institution that he/she has full and unencumbered ownership of the Video Artwork.
2. The Artist guarantees the Institution that he/she is authorised to grant the Institution the powers described in Article 3. Accordingly, the Artist also guarantees the Institution that any third parties who may hold rights in relation to the Video Artwork give full consent to the powers granted by the Artist to the Institution.
3. The Artist guarantees that the contents of the Video Artwork do not infringe upon any copyright or other third-party rights.
4. The Artist indemnifies the Institution against any and all claims by third parties. The Artist shall compensate the Institution for any and all damage sustained and/or costs incurred by the Institution should the Artist fail to honour one or more of the aforesaid guarantees in part or in full.

ARTICLE 5 Agent's guarantees

1. The Agent guarantees that he/she has been authorised by the Artist to enter this Agreement on his/her behalf and thus to bind the Artist to all the rights and obligations accruing to the Artist by virtue of this Agreement.
2. The Agent indemnifies the Institution against any and all claims by the Artist and third parties. The Agent shall compensate the Institution for any and all damage sustained and/or costs incurred by the Institution should the Agent fail to honour this guarantee in part or in full.

ARTICLE 6 Technical aspects

1. The Institution shall ensure that the technical instructions in the technical manual are strictly adhered to.
2. The Institution shall ensure that the instructions in the installation plan are strictly adhered to. If the Artist has not provided an installation plan the Institution may draw up its own installation plan to the best of its knowledge and ability.
3. The Institution shall ensure that the technical equipment, the preservation copy and the exhibition copies are in good condition during the exhibition of the Video Artwork.
4. The Artist may inspect the said exhibition copy/copies and may prohibit the further use thereof provided there are reasonable grounds for doing so.

ARTICLE 7 Infringement

The Institution may (but is under no obligation to) take legal measures (such as seizure, prohibition, claims for damage and the transfer of profits) in its own name (with or without the Artist) to protect the powers granted to it by the Artist against infringement by third parties.

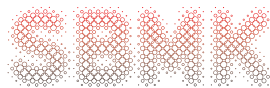
ARTICLE 8 Applicable law and jurisdiction

1. This Agreement – including the sale and the rights granted – and the interpretation and execution thereof shall be governed exclusively by Dutch Law.
2. Any disputes arising from this Agreement – including the sale and the rights granted – shall be submitted exclusively to the competent court in the district in which the Institution has its registered seat.

Thus agreed and signed in duplicate.

_____ signature of the Agent
Date Place

_____ signature for the Institution
Date Place



This Video Artwork purchase agreement is compiled by and on behalf of the SBMK (Foundation for the Conservation of Contemporary Art) and the NIMk (Netherlands Media Art Institute)