

# VIDEO ARTWORK PURCHASE AGREEMENT (with the Producer)

The undersigned

Mr/Ms \_\_\_\_\_

\_\_\_\_\_  
(Producers's full name and address), hereinafter referred to as 'the Producer',

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 Institute shall purchase the Video Artwork from the Producer.
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 Producer agrees however to grant the Institution all powers 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 the Institution 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 clips 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 Producer guarantees the Institution that he/she has full and unencumbered ownership of the Video Artwork.
2. The Producer guarantees the Institution that he/she is the producer within the meaning of Section 45a of the Dutch Copyright Act and that he/she has therefore provided the capital, assumed the financial risk and commissioned the authors. The Producer guarantees that he/she is authorised to grant the Institution the powers described in Article 3. Accordingly, the Producer also guarantees that any third parties who may exercise powers in relation to the Video Artwork give full consent to the powers granted by the Producer to the Institution.
3. The Producer guarantees that the contents of the Video Artwork do not encroach upon any copyright or other third-party rights.
4. The Producer indemnifies the Institution against any and all claims by third parties. The Producer shall compensate the Institution for any and all damage sustained and/or costs incurred by the Institution should the Producer fail to honour one or more of the aforesaid guarantees in part or in full.

#### ARTICLE 5 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 6 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.

