

Institut für  
Kulturaustausch



IKA-Gesellschaft  
für internationalen  
Kulturaustausch GmbH

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## AGREEMENT ON EXHIBITION

Surrealism -  
Worlds in Dialogue  
(7 pages)

BETWEEN

\_City of Tampere (021 1675-2),\_  
Tampere Art Museum  
Puutarhakatu 34  
33230 Tampere  
Finland

represented by  
Selma Green  
Director

(hereafter referred to as MUSEUM)

AND

IKA - Gesellschaft für internationalen Kulturaustausch GmbH  
Egeriaplatz 1  
72074 Tübingen  
Germany

represented by  
Maximilian Letze  
Managing Director

(hereafter referred to as IKA)



**1. Framework for cooperation**

- 1.1 MUSEUM and IKA will curate the exhibition *Surrealism – Worlds in Dialogue* (hereafter referred to as EXHIBITION) at

Tampere Art Museum, Puutarhakatu 34, 33230 Tampere, Finland (hereafter referred to as MUSEUM), from February 8<sup>th</sup> to August 10<sup>th</sup>, 2025.

The installation period is scheduled to start from January 27<sup>th</sup> until February 03<sup>rd</sup>, 2025.

MUSEUM has the right to select its own Finnish title for the EXHIBITION after approval by IKA.

- 1.2 A minimum of 120 exhibits (including film clips and film stills) shall be on display, the selection will be based on the list of objects known to all parties. The list of objects forms an integral part of this agreement (Attachment #1).
- 1.3 MUSEUM and IKA agree to present the EXHIBITION at MUSEUM in a joint and trustworthy cooperation, whereas IKA shall be mentioned as ORGANISER of this exhibition tour. Both parties will be represented with their names and logos in all communication materials regarding the EXHIBITION (print, digital and at MUSEUM). This does not preclude the possibility of MUSEUM to mention other necessary local sponsors, brands and institutions.

**2. Transport**

- 2.1 The EXHIBITION will be delivered ready for installation to MUSEUM by an art shipping company in good time prior to installation. The contracting, the coordination and the costs for this transport will be borne by IKA.
- 2.2 Upon arrival of the EXHIBITION at MUSEUM, MUSEUM, with the help of the art shipping company, will be responsible for unloading the EXHIBITION from the trucks into the MUSEUM. At the end of the EXHIBITION, MUSEUM, with the help of the art shipping company, will be responsible for loading the EXHIBITION from MUSEUM onto the trucks. The costs for the necessary work force of the art shipping company will be borne by IKA. The costs of labour and technical equipment for (un)loading, (un)packing and (de)installing at the venue will be borne by MUSEUM.
- 2.3 IKA and the art shipping company will be responsible for any customs procedures. However, MUSEUM must help to organise a smooth and quick customs clearance and customs inspection for the import and export process in order to protect the artworks in the best possible way.



- 2.4 MUSEUM is responsible for the safe storage of the artworks and the exhibition crates during the time period between delivery and installation of the EXHIBITION, as well as for the storage of the exhibition crates during the runtime of the EXHIBITION.

### 3. Insurance

The EXHIBITION, based on the list of objects (Attachment #1), is insured from "nail to nail" against all risks by an international Fine Arts Insurance Policy for the entire duration of the exhibition tour. IKA shall bear the insurance costs.

MUSEUM will receive a Policy Certificate referring to the presentation at MUSEUM to prove that the EXHIBITION has been properly insured prior to the arrival of the EXHIBITION at MUSEUM.

### 4. Condition reports, care and conservation

- 4.1 MUSEUM, IKA and the expected couriers of the lenders shall write condition reports for each object when the works are unpacked, after arrival at MUSEUM, and when they are repacked for the shipment back to the lenders or to the next venue. IKA will provide the already existing condition reports to MUSEUM, which are updated at every venue of the tour. Reports must be countersigned by a restorer or a qualified staff member of MUSEUM, the responsible courier and by IKA.
- 4.2 MUSEUM is responsible for treating the loaned objects with the utmost care necessary for conservation. In case of emergency treatment, e.g. restoration, or of any damage or loss of an object while being in the possession of MUSEUM, MUSEUM shall immediately notify IKA and propose a solution on which both parties have to agree. However, no treatment shall be affected without the approval of IKA.
- 4.3 Security will be provided by MUSEUM. The EXHIBITION will be installed in a locked gallery equipped with alarms on access doors when the EXHIBITION is closed to the public. It is the responsibility of MUSEUM to provide as many security guards as necessary to adequately monitor the objects and their safe display.
- 4.4 Relative humidity in the gallery must be maintained at  $50\% \pm 5\%$  with a maximum cumulative fluctuation of 10% in any 24-hour period. Required temperature range is  $21^{\circ}\text{C} \pm 3^{\circ}\text{C}$ . Light level restrictions for the different types of artworks have to be respected according to ICOM standards and must not exceed 50 lux for



graphics and 250 lux for paintings. The exhibition rooms must be supervised during opening hours and locked and monitored by an alarm system outside of opening hours.

**5. The use of films as part of the EXHIBITION**

- 5.1. IKA guarantees to hold the presentation rights for the film sequences provided for the EXHIBITION and transfers these rights to MUSEUM for the duration of the EXHIBITION.
- 5.2. MUSEUM guarantees that the provided data will only be used for the agreed exhibition purposes and for the duration of the EXHIBITION, and that the data will not be made available to third parties.
- 5.3. MUSEUM must clearly indicate in the exhibition spaces that photographing, filming, or any other reproduction of the film stills and film sequences is not permitted.
- 5.4. The correct credit line must be placed in an appropriate location for each film clip.

**6. Installation**

- 6.1 The EXHIBITION will be delivered ready for installation. MUSEUM shall be responsible for the installation. The costs for additional interior architecture (e.g. pedestals or walls) in order to install the EXHIBITION shall be borne by MUSEUM. MUSEUM shall be responsible for the exhibition design, the scenographic concept and the final arrangements of the works. MUSEUM will present the final layout to IKA to ensure the artists presentation wishes are fulfilled.
- 6.2 The installation of the EXHIBITION shall only start after the scenographic and preparatory interior construction works (e.g. wall painting etc.) are completely finished.
- 6.3 IKA will provide at least one experienced curator to help with the (de)installation at MUSEUM. The travel costs for the curator(s) will be borne by IKA. The costs for accommodation and adequate per diems for the curator(s) will be borne by IKA.



- 6.4 MUSEUM will provide an installation crew for setting-up and dismantling of the exhibition. The installation crew shall consist of 4 skilled technicians for the duration of approx. 5 days for installation and 4 days for dismantling of the EXHIBITION. The costs for this mounting crew shall be borne by MUSEUM.

**7. Advertisement, PR-work and Print Media**

- 7.1 MUSEUM shall be responsible for the organization of a local and/or regional and/or national PR and promotion campaign for the exhibition.
- 7.2 IKA will provide a press release, information for captions, panels and information boards. All texts can be adapted and changed by MUSEUM but shall be presented to IKA prior to realization.
- 7.3 IKA will provide high resolution images of the exhibits and will clarify the copyrights with artists and will grant MUSEUM the permission for promotion and reproduction as well as for print, TV and digital media connected with the press- and PR-work. In case that an artist is represented by an image rights agency and rights cannot be cleared with the artist directly, additional copyright fees might arise.
- 7.4 IKA shall receive 5 copies of all printed matter for documentation purposes.

**8. Catalogue**

IKA has produced an English-language catalogue for all participating venues to accompany the exhibition. MUSEUM agrees to acquire 100 copies of this catalogue from IKA for resale in its museum shop. The total price for 100 copies is EUR 2,600,- which shall become due upon invoicing by IKA with the delivery of the exhibition.

**9. Merchandising**

If MUSEUM wants to produce its own merchandising items with images of exhibits in the EXHIBITION, IKA will ask the lenders, artists and copyright holders for permission and for granting the copyrights for these specific items. If the MUSEUM produces merchandising items of the exhibits, copyright compensation and the use of photos will be agreed upon in a separate agreement.



## 10. Financial contribution

10.1 MUSEUM guarantees to pay IKA a financial contribution for the organization of the EXHIBITION of EUR 177.000,00 and a catalogue fee of EUR 2.600,00. This financial contribution includes all listed positions in the attached "Participation Fees"- file (Attachment #2).

10.2 The Participation Fees become due with the following rates:

50%	EUR 88.500,-	within 30 days after signing the contract
20%	EUR 35.400,-	with the delivery of the exhibition
30%	EUR 53.100,-	30 days after dismantling the exhibition

Catalogue fee      EUR 2.600,-      with the delivery of the exhibition

Every rate shall be invoiced by IKA to MUSEUM 30 days before the due date.

Payment shall be addressed to the following account:

Landesbank Baden-Württemberg  
Baden-Württembergische Bank  
Branch Tübingen  
Europaplatz 7/1  
72072 Tübingen  
Germany

IBAN: DE54 6005 0101 7477 5028 80

BIC: SOLADEST600

## 11. Cancellation and Force Majeure

In case of cancellation by IKA, IKA must return and compensate the Tampere Art Museum for the direct costs of preparation for the EXHIBITION.

In case of Force Majeure, the Parties shall be released from liability for failure to fulfil their obligations. IKA will repay the non-incurred costs in a Force Majeure scenario. In return MUSEUM must undertake efforts to present EXHIBITION at a later date. In case of a new Covid-19/Coronavirus outbreak or other global pandemic the Tampere Art Museum reserves the right to cancel the EXHIBITION as per emergency regulations issued by the Finnish government and/or recommendations of the City of Tampere without obligation to compensate the artists the direct costs of preparation for the EXHIBITION.



**12. Severability**

If any provision of this contract is or should become void, this shall not affect the rest of the agreement. Both parties agree to replace a void clause by the clause they would have agreed upon, if they had been aware of the reason for which the respective clause was void at the time the agreement was signed.

**13. Place of jurisdiction:**

Tübingen, District Court. The applicable choice of law for all disputes is the German law.

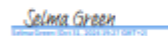
In witness hereof, MUSEUM and IKA have executed this agreement in duplicate originals, the day and year set forth.

Tampere, the 31/10/2024 2024

Tübingen, 31<sup>st</sup> of October 2024

\_City of Tampere (0211675-2)\_  
Tampere Art Museum  
by

Institut für Kulturaustausch  
by

  
\_\_\_\_\_

Selma Green  
Director

  
\_\_\_\_\_

Maximilian Letze  
Director





**SURREALISM**  
**Worlds in Dialogue**

**Attachment #2**  
**Participation Fee**

Tampere Art Museum

February 08<sup>th</sup> to August 10<sup>th</sup>, 2025

The exhibition consists of approx. 120 exhibits (paintings, graphics, sculptures and film). **All exhibits are fully insured from "nail to nail"** for an exhibition period of about 26 weeks (plus transport, set-up, and dismantling period, as well as storage, if necessary). The exhibition will be delivered to the museum door ready for installation, including caption information, panels, information boards, etc. The participating museum is responsible for the unloading and loading of the trucks, the unpacking and packing of the exhibition, as well as the installation and the dismantlement of the exhibition.

The costs include all expenses for the couriers and at least one IKA curator, who will assist with condition reports and overlook the installation and dismantling of the exhibition.

**For a lending period of about 26 weeks, the participation fee covers:**

1	Shipping costs* (incl. shipping pre/after tour, to/from museum, unloading and reloading)	
2	Restoration and maintenance costs for several artworks*	
3	Packing and securing the artworks*	
4	Construction costs for the shipping crates*	
5	Insurance costs (transport, hanging, eventual storage**)	
6	Information for captions, panels, text boards, press material	
7	Property rights of the films and film sequences for the duration of the exhibition / editing and processing*	
8	Production of film stills*	
9	Tour participation fee	
10	Travel costs for lenders and couriers, per diems, flights, travel and hotel expenses	
11	Organisational costs of the Institute for Cultural Exchange	
	<b>Participation Fees:</b>	<b>177.000,00 EUR</b>
	<b>Catalogue (100 copies)</b>	<b>2.600,00 EUR</b>

\* All costs with the mark \* are a share of the total costs of the exhibition tour between 2025 and 2028 organized by the IKA.

\*\* Insurance coverage for the whole exhibition period including 2 weeks prior to set-up and 2 weeks after turn-down.











# SURREALISM\_Agreement on Exhibition

Final Audit Report

2024-10-31

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