

AGREEMENT OF TRANSFER OF THE WORK OF ART BAKUNIN'S BARRICADE

THIS AGREEMENT ('Agreement') is entered into by and between:

Ahmet Ögüt, the owner and maker of the work of art described below (hereinafter referred to as the 'Work'), born in Diyarbakır in Turkey in 1981, hereinafter referred to as 'the Maker';

and

[**name of institution**], having its registered office and office address at [address] [city/town] [country], a publicly funded institution/museum and/or an entity with a public art collection¹, duly represented for the purposes of this Agreement by Mr/Ms [name] [position], hereinafter referred to as 'the Transferee'.

The parties are hereinafter collectively referred to as 'the Parties'.

Whereas:

- a. The Maker has created a work of art in the context of the Exhibition (see Article 1 – Definitions).
- b. This work of art represents, *inter alia*, a materialization of a proposal by Mikhail Bakunin to place art works from the national museum's collection in front of barricades during the socialist insurgency in Dresden in 1849, in order to deter Prussian troops from storming the barricades.
- c. The Transferee expressed its willingness to buy the work of art, after which the Parties entered into negotiations about the terms and conditions of sale.

The Parties hereby agree as follows:

Article 1 – Definitions

The Barricade: the work of art created in the context of the Exhibition, entitled *Bakunin's Barricade*.

Name of the artist (the Maker):	Ahmet Ögüt
Title of the Barricade:	Bakunin's Barricade
Date of the Barricade:	2015
Materials:	various materials
Dimensions of the Barricade:	variable
Edition:	unique

The Barricade consists at least of the components mentioned below. These components may be replaced, reproduced or removed in consultation and with the prior written permission of the Maker. A comprehensive list of the materials used can be found in Annex 1, the Installation Instructions.

¹ Delete as appropriate.

- at least 5 Works of Art from the Transferee’s collection
- scrap cars
- police fences
- pieces of plywood painted in light cadmium red (s 1080y806r), recycled from the exhibition design by Liam Gillick for the exhibition *Confessions of the Imperfect: 1848, 1989, Today*, Van Abbemuseum, 22 November 2014 – 22 February 2015)
- bricks and other building materials
- plastic tubes
- metal tubes
- wooden stakes
- street lights

Exhibition:

the exhibition entitled *Forward!* in the Van Abbemuseum in Eindhoven, from 7 March 2015 to 14 June 2015.

Extreme economic, social, political, transformative moments and social movements:

moments and social movements that are intended to express serious public concern about social or political problems and are intended to bring about changes in public institutions or social relationships. Recent examples of such movements include protests in Seattle during the Ministerial Conference of the World Trade Organization in 1999, the protests following the presidential elections in Iran in 2009, the various Occupy protests beginning with Occupy Wall Street in New York in the US in 2011 and the Gezi Park protests in Istanbul in Turkey in 2013.

Works of Art:

Paintings from the Transferee’s collection owned solely by the Transferee.

Article 2 – Purchase and Delivery

The Maker agrees to sell the Barricade to the Transferee and the Transferee agrees to buy the Barricade from the Maker subject to the following terms and conditions of this Agreement. The delivery of the Barricade will take place at a location and time to be agreed at a later date.

Article 3 – Purchase Price and Payment

The purchase price of the Barricade amounts to [currency] [amount], plus VAT and other statutory levies. The Transferee shall pay the purchase price within 30 days in a manner to be specified by the Maker.

Article 4 – Obligations of the Transferee, including a Perpetual Clause

- 4.1 The Transferee is permitted to display the Barricade to the public only with the Works of Art and this Agreement.
- 4.2 The Transferee, or any subsequent Transferee, shall transfer all rights and obligations arising under this Agreement to the subsequent Transferee and shall perform all acts required by law to effect this transfer. The Transferee shall use the template included in Annex 2 to this Agreement for that purpose.
- 4.3 Before the transfer to any subsequent Transferee, the Transferee shall inform the Maker about the transfer in writing in a timely manner and shall send him a copy of the draft sales agreement between the Transferee and the subsequent Transferee.

Article 5 – Loan Obligation and Penalty

- 5.1 The Transferee agrees to loan the Barricade to third parties in order to be used as a barricade if these parties request this loan in the context of extreme economic, social, political, transformative moments and movements which engender high levels of public concern relating to fundamental human rights, including those defined in the Universal Declaration of Human Rights.
- 5.2 The Transferee agrees to negotiate with third parties on the inclusion of the Works of Art as part of the Barricade.
- 5.3 If the Transferee fails to comply with the provision of paragraph 5.1, the Transferee will incur an immediately payable penalty amounting to the value of the Barricade at that time, without prejudice to the Maker's right to demand the performance of the provision of paragraph 5.1 of this Agreement.
- 5.4 The penalty incurred under this article will be donated to a good cause to be specified by the Maker.

Article 6 – Intellectual Property Rights and Licence

- 6.1 This Agreement does not constitute an assignment of the intellectual property rights to the Barricade. The maker will retain all intellectual property rights, including but not limited to copyright.
- 6.2 Any display, with the exception of display in public space, or any other communication or distribution of the Barricade or images of the Barricade without Works of Art is an alteration or mutilation of the Barricade and therefore infringes the moral rights and the copyright of the Maker.
- 6.3 The Transferee acquires the right to reproduce and communicate images of the Barricade for promotional and non-commercial purposes.

Article 7 – Third-Party Clause

- 7.1 Third parties will be entitled to demand the performance of the Transferee or its legal successor under Article 5 of this Agreement if the condition mentioned in that article is satisfied.
- 7.2 The third party will not be liable to the Transferee or its legal successor for any damage to the Barricade or components thereof or to the Works of Art or for any direct or indirect loss as a result of the use of the Barricade.

Article 8 – Governing Law

This Agreement is governed by the laws of the Netherlands.

Article 9 – Jurisdiction

Any disputes relating to the conclusion, interpretation or execution of this Agreement will be exclusively submitted to the competent court in the Amsterdam court district, the Netherlands.

IN WITNESS WHEREOF, the Parties to this Agreement, drawn up in duplicate, have hereunto set their hands on 2015.

Maker

Transferee

Ahmet Ögüt

[Name of authorized representative]

Date of signature

Date of signature

Place of signature

Place of signature