

Contract Art Competition Vårberg

Studio Xavier Veilhan SASU a company incorporated under the laws of France, having its registered office at 19 rue Fernand Léger, 75020 Paris, France, incorporated in 2010 under number (RCS 524 234 689 RCS Paris), represented by the President Xavier Veilhan, in the following **the Artist**

and

Stockholm konst, represented by Jonas Naddebo, Vice Mayor for Culture and Urban Environment, City of Stockholm, Sweden in the following **Stockholm konst**

agree as follows:

Preamble

The present contract concerns the commission by Stockholm konst of an original work of art in two parts by the artist Xavier Veilhan from the Studio Xavier Veilhan SASU,

This unique work of art has been specially designed for two places in Vårberg: Pelousen and Stråkparken, as being the winning proposal of the Art Competition Vårberg.

The Jury's Statement is attached as **Appendix 1**.

1. Subject of the Agreement

1.1. Stockholm konst shall acquire an original work of art in two parts by the Artist for two designated places in Vårberg, Stockholm:

Xavier Veilhan, Vårbergs Jättar (in the following referred to as the art works).

1.2. A detailed description of the art works, its components and installation specifications as described in the winning proposal, is attached as **Appendix 2** which shall form part of this agreement.

2. Preparatory Works

2.1. The sketches of the art works will be adjusted in accordance to the jury's comments and in cooperation with the project manager of Stockholm konst and the landscape architects of the city building project Fokus Skärholmen, of which the Art Competition Vårberg is part.

2.2. Stockholm konst and the Artist have met in Stockholm for detailed planning in January 2019. A revised sketch will be provided to Stockholm konst from the Artist no later than one month after signature of the contract.

2.3. Stockholm konst shall verify within four weeks after the reception of the revised sketch whether the revised sketch meets all applicable health and safety regulations by providing at its expense



a review of the respective documents, e.g. by a technical inspection authority (technical release).

2.4. The technical release shall either confirm that the art works may be produced as described, or the Artist shall be provided with detailed information on all necessary amendments within the set time limit. Any necessary amendments shall be carried out by the Artist as soon as possible and Stockholm konst shall then have a new opportunity to verify the work/amendments. After receipt of the technical release without any reservations, the Artist shall start with the production of the art works.

2.5. The first phase of production consists in technical studies. Stockholm konst shall validate technical studies (mid project inspection) before the launching of construction.

3. Scope of Services by the Artist

3.1. The Artist shall be responsible for the production and technical instalment of the art works upon acceptance and under the following warranty period of two years.

3.2. The scope of services to be provided by The Artist under this agreement shall therefore in particular include:

- Final design of the art works, including any amendments deemed necessary in accordance with section 2.4.Planning and realisation of the art works in cooperation with the project manager of Stockholm konst and the building management company suggested by Stockholm konst.
- Planning and realisation of the art works in cooperation with the project manager of Stockholm konst and the building management company suggested by Stockholm konst.
- Acquisition of material and production of all of the components of the art works, including a test assembly.
- Transports and installation of the art works on site, including all preparations of the land.
- Insurance of all parts of the art works until the art works has been inspected and accepted by Stockholm konst
- CE certificate/proofs
- (Security) Fulfilling all accepted accessibility requirements.
- Maintenance instructions.

4. Local Requirements

4.1. Stockholm konst shall provide for the following local requirements:

- Project Management from the part of the commissioner, Stockholm konst
- Necessary area for the installation
- Site/land surveyor analysis: ground analysis, electrical and other connections, geotechnical studies
- All necessary permissions from local authorities for the installation of the art works in due time according to the timeline in Appendix 3
- Contact information to the construction/production management on site

5. Transport and Installation Period

- 5.1. The Artist shall provide for transport of all of the components of the art works to Stockholm and the sites within the agreed, indicative timeline set out in **Appendix 3**.
- 5.2. Installation of the art works shall take place within the agreed timeline, preliminary between August and October, 2020. Preparation works (ground, landscape) could start from April 2020.

6. Acceptance

- 6.1. The art works shall be accepted by the commissioner after a joint inspection with a representative of Xavier Veilhan, Stockholm konst and a certified technical inspector.
- 6.2. Six weeks before completion of the installation, The Artist shall notify Stockholm konst when the installation will be ready for a joint inspection and schedule a date for the inspection. Two days before the joint inspection the art works shall be available for test runs in the presence of representatives of Stockholm konst. A meeting of the contractual parties for the acceptance shall take place on the indicated day.
- 6.3. Stockholm konst shall accept the art works if it is free of major defects. Defects that have the effect that the art works does not comply with applicable health and safety regulations shall be considered to be major defects. Each contractual party shall receive a copy of the acceptance certificate.
- 6.4. All defects with regard to the installation of the art works, either minor, but only if mentioned in the acceptance certificate, or major, shall be rectified by The Artist without undue delay and without cost to Stockholm konst. Any duties by The Artist under warranty shall remain unaffected.
- 6.5. These provisions shall apply correspondingly to any further meeting that takes place in order to inspect whether the defects have been rectified.
- 6.6. After completion of the installation of the art works Stockholm konst shall provide for an inspection by a certified technical inspection authority.
- 6.7. The responsibility and the risk for the art works shall pass to Stockholm konst upon acceptance of the art works. The art works then belong to Stockholm konst, including the right to remove the art works due to unforeseen events The artist must however always be informed before the artwork is moved or removed.

7. Maintenance

- 7.1. The Artist shall provide Stockholm konst with detailed information on maintenance requirements.
- 7.2. The maintenance shall be executed by Stockholm konst at its own costs.

8. Warranty

The contractual parties agree on a general warranty period of two years for the art works. Any defects that occur during the warranty period, which are not a result of normal use and aging, shall be rectified by the Artist without cost for Stockholm konst. Acts of wilful damages and vandalism are not to be covered by the warranty. Upon occurrence of acts of wilful damages and vandalism Stockholm konst will do their best efforts to restore the art works in their initial condition in the best delays and at their own costs.

9. Copyright

- 9.1. Copyright in all designs for and in the art works shall remain the property of the Artist.
- 9.2. The Artist is a member of the ADAGP (Société des auteurs dans les arts graphiques et plastiques, French royalty collecting and distribution society in the field of graphic and visual arts) and brought on an exclusive basis to this society all of his economic rights (reproduction rights, rights of public communication and collective rights) on his works. The Artist however declares that he got the express agreement of the ADAGP to grant Stockholm konst a non-exclusive, transferable and irrevocable right of use for the duration of the literary and artistic property in France (50 years after the artist's death) from the date of the signature of this contract and without remuneration, to the exclusion of any commercial exploitation.
 - To produce and to reproduce images of the art works in different media channels of Stockholm konst (catalogues, web site, mobile applications or other digital platforms for internal or external use etc.) as well as to use and to spread images of the art works in edited press releases and for public relation purposes, all of the above designed to be broadcast or distributed free of charge to the public;
 - To spread images of the art works and/or to make them publicly accessible (on demand) using online services and/or other open or closed networks (internet, intranet) as well as to reproduce the respective images on servers, however, only in connection with City of Stockholm's own website and/or internet services in connection with the aforementioned print media and/or press releases
 - Any reproduction or representation of the art works must be accompanied by the name of the Artist, the title of the Work, and of the mention "© ADAGP, Paris" or "© BUS Stockholm" for Sweden, followed by the year of publication or broadcast, as follows:
« © Veilhan / ADAGP, Paris, [year of publication or broadcast] ».
- 9.3. Any other use of the art works and/or images of the art works (e.g. advertisements, billboards, etc.), especially for commercial purposes, must be submitted to a prior authorization of the ADAGP (<http://www.adagp.fr/en>).
- 9.4. Stockholm konst shall indemnify the Artist against all claims and expenses incurred as a result of unauthorised uses by Stockholm konst.

10. Remuneration and payment

- 10.1. Stockholm konst shall pay to the Artist for the realisation of the art works (incl. production, artist fee, transport and installation) and all services to be provided by The Artist under this agreement a total amount of SEK 12 500 000 (in words: twelve million five hundred thousand SEK) exclusive of VAT if applicable.

- 10.2 Without exceeding the above-mentioned amount and to a fixed price, the Artist shall undertake to complete the art works which the parties to this contract have agreed upon. The Artist shall, upon request, be able to verify all costs by presenting original receipts, invoices and/or other verifications.
- 10.3 For the avoidance of doubt, any additional costs that are caused by a violation of one's party duties under this agreement and/or misinformation provided by that party, shall solely be the responsibility of that party.
- 10.4. The abovementioned amount shall be paid in five instalments:
- * 35% upon conclusion of this contract (approximately in March 2019)
 - * 15% upon mid project inspection (approximately in November 2019)
 - * 35% upon start of works (approximately in January/February 2020)
 - * 10% upon completion of installation of the art works (approximately in September 2020)
 - * 5% upon acceptance and final inspection of the art works (approximately in October 2020)

Payment shall be executed in accordance with the details set out above within 30 days of submission of invoice by the Artist to Stockholm konst to the following address:

Stockholm konst
PO Box 12009
SE-102 21 Stockholm
SWEDEN

Invoices must be marked **Art Competition Vårberg Xavier Veilhan and reverse charge SE212000014201**.

In case of late payment, the Artist shall be entitled to claim interests on the sum overdue at the current Swedish reference rate plus 8%. Any costs for collections or other measures to obtain payment will be charged to Stockholm konst. Moreover, the Artist is entitled to suspend ongoing work until full payment of the sum overdue.

11. Timeline

- 11.1 An indicative timeline for the realisation of the work of art is attached in Appendix 3.
- 11.2 Stockholm konst undertakes not to unreasonably withhold its validation, approval and acceptance where required at all stages and as described in § 2.4, 2.5 and 6.
- 11.3 If any problem arises that substantially alters the timeline, the parties shall convene immediately to discuss possible adjustments of the timeline, the budget and the fees. The party originating the delay shall inform the other immediately if a delay occur in relation to the timeline and shall use its best efforts to mitigate any consequences of the delay. Additional costs caused by the delay shall be borne by the party originating the delay.

12. Applicable Law and Place of Jurisdiction

- 12.1. This agreement shall be governed by the substantive law of Sweden. The international sale of goods act (CISG) shall not apply.

12.2. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled in the courts of Sweden, with the Stockholm District Court being the court of first instance.

13. Force Majeure

The Artist and Stockholm konst shall be relieved from liability for a failure to perform and carry out its duties and obligations under this agreement if and to the extent such failure to perform is due to a Force Majeure event such as, war, riots, terrorists attacks, acts of authorities, strikes, severe sickness of the artist or other similar circumstance – which is beyond the party's reasonable control. Labour market dispute that has its basis in party's breach of contract or collective agreement may not of that party be referred to as an exemption. A party who wants to invoke such defence shall without delay notify the other part in writing about the impediment. If the installation of the art works cannot be realised anymore, e.g. due to such event, or is postponed for at least six months, The Artist shall be entitled to reimbursement of all expenses and costs already incurred.

12. Miscellaneous

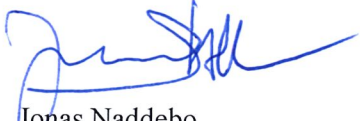
12.3. There are no (oral) amendments to this agreement. All modifications, alterations or amendments to this agreement shall be binding upon the parties hereto provided that they are made in writing and have been signed by the parties.

12.4. Two copies of this contract shall be signed by the contractual parties.

12.5. Appendixes:

- Appendix 1: Jury's statement
- Appendix 2: detailed description of the art work
- Appendix 3: indicative timeline

Stockholm 2019-03-20



Jonas Naddebo
Vice Mayor for Culture and
Urban Environment, City of Stockholm

Studio Xavier Veilhan SASU,
represented by Xavier Veilhan
The Artist