

# AGREEMENT

The Agreement to abide by these Terms and Conditions is made and entered into by the undersigned parties: the Embassy of Brazil in London (also referred to as “the EMBASSY”) and \_\_\_\_\_

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also referred to as “the PROPONENT” throughout this document, regarding the programme BREEZE, also referred to as “the PROJECT”. The Agreement also rules events taking place within BREEZE, such as opening receptions, book launches, private viewings, guided tours and public talks, which will be referred to as “EVENTS”, notably on section 4 of this document.

In consideration of the rights and obligations set forth below, the parties hereby agree as follows:

## 1. Term and Object

1.1. The term of the Agreement shall commence once the PROPONENT first submits a proposal for the PROJECT during its open call, and continues until the last artwork leaves the EMBASSY upon the end of the exhibition, unless terminated earlier by the EMBASSY. The term of the Agreement may be extended upon mutual agreement between the two parties.

1.2. The object of the Agreement are the measures and conditions pertaining to the installation and accommodation of the PROJECT, hosted by the EMBASSY and organised and produced by the PROPONENT, and both parties' legal liabilities, alongside the terms and conditions to undertake any EVENT taking place in connection to the PROJECT.

## 2. The PROPONENT commits:

2.1. To fully undertake the production of the exhibition(s) proposed for the PROJECT, including but not limited to:

- Exhibition design and signage;
- Preparatory works on the exhibition areas;
- Installation of artworks;
- Adaptations of lighting systems;
- Provision of all electronic equipment required by the proposed exhibition(s);
- International and domestic logistics;
- Nail-to-nail insurance;
- Legal procedures (including intellectual property and copyright clearances);
- Fiscal, legal and production costs (including artists' and curators' fees);
- De-installation of the exhibition(s), including the removal of artworks from the building, at the end of the display period.

2.2. To abide by regulations and restrictions concerning the EMBASSY building, internally and externally, in relation to: health and safety standards; heritage status (grade II listed); and diplomatic security. (The conditions for utilisation are detailed in the section 4 of this agreement.)

2.3. To leave the exhibition areas and other areas complementarily involved with the PROJECT in perfect conditions after its completion. That includes but is not restricted to:

- Repairing any alteration made to the exhibition space (including walls, panels and bases);
- Removing signage material;
- Reverting any adaptation made to the lighting system.

2.3.1. Both parties prior to, and after, BREEZE must carry out a documented joint inspection of the venue, as described in section 4.

2.4. Should the PROPONENT wish to produce communicational or promotional materials, such as catalogues, folders, booklets and leaflets, to be entirely responsible for the editorial, financial and legal work and costs involved.

2.4.1. Note that all promotional material must be approved by the EMBASSY before publication.

2.5. To cover all travel costs and fees involved in public activities, such as open talks, round tables, lectures, webinars and meet-the-artist PROJECTs, should such programme occur in common agreement with the EMBASSY.

2.6. To grant the EMBASSY the unrestricted right to utilise images of the exhibition(s) held as part of the PROJECT, for historic and promotional purposes, in perpetuity.

2.7. To abide by the rule that no admission fees be required to visit the PROJECT

2.8. Not to display any visual reference to the commercialisation of the artworks within the exhibition(s).

2.9. To abide by the timetable established for BREEZE, as detailed in the Call for Entries document. The published timetable is subject to alterations and updates; the PROPONENT must cross-reference dates to ascertain the version valid at the time of signature.

2.9.1. It is strongly advisable to provide at least one receptionist/invigilator to stay in the gallery space during visiting hours, for the duration of the exhibition(s). Should continued invigilation be a requirement according to the insurance policy of the artworks, such provision by the PROPONENT is mandatory.

### **3. The EMBASSY will:**

3.1. Make the exhibition space Sala Brasil (14 Cockspur Street, London, SW1Y 5BL) available to the PROPONENT, free of charge, for the undertaking of BREEZE, from the 23<sup>rd</sup> of September until the 31<sup>st</sup> of October 2024, which must include the time required for assembly and disassembly.

3.2. Design and send digital invitations to specific guest lists, which include names appointed by the PROPONENT.

3.3. Make the team of the Cultural Section available to assist the PROPONENT with sourcing/locating local vendors and contractors, if desired. Please note that this will happen in a solely informative fashion (based on previous projects undertaken at the EMBASSY), and referrals do not mean endorsement by the EMBASSY.

3.4. Facilitate customs clearance, if desired by the PROPONENT, by the means of issuing official letters to vouch for the PROPONENT's legitimacy within the scope of its participation in the PROJECT.

3.5. Promote BREEZE through the EMBASSY's official social media channels such as Facebook, Twitter and its website.

3.6. Manage and control the RSVP responses from the invited audience.

3.7. Administrate access, during both invitees-only EVENTS and regular visiting hours.

3.8. **NOT** assume any responsibility for the security of artwork or equipment brought by the PROPONENT into its premises in the scope of BREEZE, including in case of theft or damage during transportation, installation, de-installation and during the course of BREEZE.

3.9. Grant a GBP 4,000.00 (four thousand pounds sterling) prize, to support the production of the PROJECT. The grant will be paid in full by the 23<sup>rd</sup> of August 2024.

3.10 **NOT** be responsible for a separate GBP 4,000.00 (four thousand pounds sterling) production grant offered by ABACT/Projeto Latitude, which is solely regulated by terms and conditions established by the document CONTRATO DE PARCERIA COM APOIO FINANCEIRO EM EXPOSIÇÃO, under the responsibility of ABACT/Projeto Latitude.

3.11 Design communications and promotional material, including exhibition signage, social media postings, promotional videos and leaflets, should the PROPONENT agree and provide the EMBASSY with the necessary visual assets and written contents.

**4. Terms and conditions for EVENTS (i.e., gatherings taking place in addition to the regular visiting of the exhibition, including install and dismantling works) are described in this section.**

4.1 The PROPONENT's responsibilities:

- Leave the exhibition space areas and other areas complementarily utilised in the EVENT in the same conditions as found prior to the EVENT, unless specifically agreed otherwise between both parties. This includes, not exclusively, extracting nails, screws and plugs from any surface used, removing marks, covering holes, smoothing imperfections and repainting, where applicable.

- Conduct an inspection of the venue alongside the EMBASSY, to determine the physical conditions of the space prior to the EVENT.
- Be responsible for the repair of any damages and alterations to the rooms occupied by the EVENT caused by transportation, installation and uninstallation of artwork and equipment related to the EVENT.
- Unless upon expressed agreement otherwise, be responsible for post-event cleaning and/or waste disposal (see item 3.7. of the Embassy's Commitments).
- Install and uninstall any additional equipment sourced from outside the Embassy in a safe and secure manner.
- Cover any costs associated with the production of printed promotional material, posters, banners, physical invitations, catalogues etc. associated with the EVENT as well as vinyl lettering advertisement to be applied to the front glass window of Sala Brasil.
- Be aware that promotional material must follow visual and content standards established by the EMBASSY;
- Regarding vinyl lettering signage, be mindful to the fact that it can only be applied on the external face of the glass windows on the Embassy's façade.
- Cover costs relating to catering services for the opening reception or any other social reception connected to the EVENT taking place at the Embassy's premises. Note that wine and spirits served at the receptions should preferably be of Brazilian origin.
- Cover costs regarding live musical performances or artists performing in the opening reception or any other social reception related to the EVENT taking place at the Embassy's premises, including equipment and all liabilities related to contracting artistic professionals for the EVENT;
- Be responsible for the logistics of assembly and disassembly associated with the EVENT and cover costs (both prior and after the EVENT) regarding the transportation, installation and uninstallation of artwork and equipment brought into the Embassy in connection with the EVENT, including insurance and liabilities related to hired staff coming into the Embassy for transportation, installation and uninstallation purposes;
- Be entirely responsible for the state of artworks and equipment brought into the Embassy as part of the EVENT, during transportation, installation and uninstallation, and during the exhibition period;
- Be aware that the exhibition spaces made available for the EVENT by the Embassy may be used for other purposes throughout the duration of the EVENT, at which occasions adjustments may be necessary to the original positioning of displays and exhibits. On such occasions, the EMBASSY may provide for the adjustments and for the return of the displays and exhibits to their original order. Should the PROPONENT oppose to that, it is their responsibility to handle the adjustments and repositioning of exhibits. The PROPONENT will be notified of

such changes in advance and will be invited to send a representative to accompany the procedures.

- Be in amenable to having images from the EVENT used by the EMBASSY's official social media channels;
- Be aware that no financial transaction is allowed between the EMBASSY and the PROPONENT in connection to the EVENT, as the use of the Embassy's space will not be paid for by the PROPONENT, nor will the content of the EVENT produced by the PROPONENT be paid for by the EMBASSY, unless agreed otherwise.
- Be aware that no admission fees may be charged from the public attending the EVENT, or any related public event held at the Embassy premises.
- Be aware that only editorial or educational goods, such as catalogues and books, can be commercialised in the context of the EVENT at the Embassy, who also will determine standards of displaying such products.
- Be responsible for any loss, damage or injury sustained while using equipment such as step ladders, scissor lifts, forklifts or scaffolding towers utilised by the PROPONENT or contractors hired by the PROPONENT on the premises of the Embassy of Brazil in London.
- Be mindful of the grade-II listed status of Sala Brasil, and therefore bear full legal and material responsibility over any damages caused to the premises by the PROPONENT and its third-party contractors, including in cases of legal action being taken by Historic England or any competent institution from the United Kingdom or Brazil in relation to architectural heritage protections

#### 4.2 The EMBASSY will:

- Make the premises available for the EVENT from the 23<sup>rd</sup> of September until the 31<sup>st</sup> of October 2024;
- Have the discretion to actively propose an EVENT, and decide whether any EVENT organised by the PROPONENT may or may not happen;
- Design and send digital invitations to specific guest lists kept by the EMBASSY with the aim of reaching a pre-established number of confirmed guests, jointly agreed with the PROPONENT. The EMBASSY cannot guarantee the PROPONENT that a certain number of guests will be confirmed for the EVENT.
- Promote the EVENT through the Embassy's official social media channels such as Facebook, Twitter and its website;
- Manage RSVP responses from the invited public, from which attendance lists will be generated;
- Control entrance of guests, greet guests for the Event, and offer the necessary support for guests for the duration of the EVENT;

- Not assume responsibility over the security of artwork or equipment brought into its premises in the scope of the EVENT, in case of theft or damage during transportation, installation, uninstallation and throughout the duration of the EVENT;
- Provide cleaning services for the space occupied by the EVENT, unless the scale of the event exceeds the capabilities of the Embassy's regular provision of cleaning services. Determining what constitutes an adequate cleaning demand is at the Embassy's sole discretion;
- Have the discretion on whether it will provide tools and instruments required to the EVENT;
- Make its existing sound system and additional lighting equipment (theatrical lighting) available, should they be required for the EVENT and requested at least two weeks in advance. It is a responsibility of the Contractor, however, to hire specialised professionals to adequately install, operate and de-install said equipment (the specifications of which are available to the Contractor upon request), and to cover any repair or replacement costs in case of damage to the equipment or the building facilities.

**IN WITNESS WHEREOF**, the PROPONENT hereto has caused this Agreement to be executed by its duly authorised representative, effective as of the day and year first above written.

THE PROPONENT

Name: \_\_\_\_\_ Type your text

Signature: \_\_\_\_\_ Type your text

Date: \_\_\_\_\_ Type your text