



BEIT HATFUTSOT
THE MUSEUM OF THE
JEWISH PEOPLE

Agreement

Between:

Beit Hatfutsot Ltd. (PBS: Public-benefit Corporation)
The Museum of the Jewish People
Ramat Aviv, PO Box 39359, Tel Aviv, 61392
ISRAEL
(The “**Beit Hatfutsot**” hereinafter “**BH**”)

And between:

(The “ _____ ” hereinafter the “**Recipient**”)

Both hereinafter referred to as the “Parties”

Whereas, BH owns and/or has in its possession digital files and displays of 29 files with pictures, as specified below (the “**Item/s**”);

Whereas the Recipient wishes to receive the Items from the BH for the purpose of exhibiting them (hereinafter: the “Exhibit” at _____);

The Parties hereby undertake and agree to act as follows:

- 1) BH shall forward the Items to the Recipient, by electronic means free of charge, and the Recipient shall fulfill all of the terms and conditions specified below.
- 2) Purpose of the Exhibit: _____
- 3) Period of the Exhibit: _____
- 4) The Item(s): 29 digital files of panels of *Celebrating Israel: Snapshots of the People Behind a Young State*
- 5) Language of the exhibit: English
- 6) Terms and conditions of the Agreement:

Supported by the NADAV Foundation

The Nahum Goldmann Bldg., The Abraham & Edita Spiegel Family Bldg.

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- a) BH is forwarding the Items to the Recipient for the sole purpose of the Exhibit which is to be held at _____, as of _____. The Recipient shall not make any commercial and/or other use of the Items, in whole or in part, unless it has received the prior written consent of BH with respect thereto.
- b) The Recipient shall be entitled to print one single copy only of each file that shall be forwarded to the Recipient.
- c) Upon the termination of the Exhibit, the Recipient shall be entitled to store the printed items in a proper manner.

In addition, upon the termination of the Exhibit, the Recipient undertakes to delete the digital files that are in its possession and/or held by anyone on its behalf including at the printing press.

- d) It is hereby clarified that the BH reserves the right to collect a token payment in the future for any new exhibits and/or for additional items that shall be created especially by BH for the Recipient, in accordance with the request of the Recipient.
- e) Each Item on display in the Exhibit is accompanied by an explanatory caption containing information relating to the Item and stating the fact that such Item is the property of BH, all in such manner as it shall be delivered to the Recipient by the BH.

For the avoidance of all doubt, it is hereby stipulated that the caption and explanation, which shall be delivered by BH, shall be in the English language only. Insofar as the Recipient wishes to receive any explanation and/or caption in another language, the same shall be translated at the expense of the Recipient by a professional translator of the other language, and such translation shall be subject to the approval of BH and with a token payment being made to BH in respect of inspection thereof as aforesaid.

The text of such translated item shall be presented separately, in an **appropriate** and fitting manner and close proximity to the original Item.

- f) After the signing this Agreement, the Recipient shall receive files from BH via WeTransfer for the purpose of downloading those files and enabling the **printing thereof on 30x20" (70x50cm) or 40x30 (100x70cm) placards**. The files may be transferred to the printing services only.
- g) **The printing and the manner of exhibiting the Items shall be the responsibility of the Recipient and at the expense of the Recipient. The Recipient undertakes that the Items shall be exhibited in an appropriate and fitting manner.**



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- h) In addition, the Recipient shall print a 20x30" explanation panel regarding the Exhibit and BH, in accordance with the information that shall be delivered to the Recipient by BH, which shall be displayed in close proximity to the Exhibit.
- i) It is hereby stipulated and agreed that any and all expenses relating to the Exhibit and/or the Items and the digital files and the printing thereof shall be borne solely by the Recipient.
- j) The Recipient undertakes not to copy and/or duplicate and/or transfer the Items, in whole or in part, both the files and the printed pictures, in whole or in part, in accordance with this Agreement to any third party without the explicit prior written consent of the BH. The consent of BH as aforesaid does not release the Recipient from its responsibility.
- k) The Recipient shall obtain prior written consent from BH in order to transport the Exhibit and/or the Items to any other venue and/or to any other party and/or institution. In any such instance, a further agreement shall be signed between BH and the new recipient (hereinafter: the "New Recipient").

The transportation of the Exhibit and/or the Items in such case, shall be carried out professionally through a qualified transportation company, or in any other safe manner to the destination of the New Recipient, at the expense of the Recipient.

- l) **The Recipient shall take any and all measures required in order to ensure maximum protection** and safekeeping against any harm, theft, fire or destruction, harmful radiation or extreme temperature and against dirt or any other occurrence that may damage the Items.
- m) The Recipient shall forward, free of charge, to BH, a copy of any advertisement (Newsletter etc) that shall be published in connection with the exhibit or another framework in which the Items shall be exhibited and ten **(10) high-quality pictures of the display.**
- n) The Recipient undertakes not to violate any of the copyrights that BH or any third party holds.
- o) The Recipient is required to obtain the prior written consent of BH for use of the Items for the purpose of advertisement, photography and filming of objects for the purpose of documentation, advertisement of an exhibit and cataloguing.
- p) The Recipient undertakes not to use and/or upload the Items referred to in this Agreement in automated databases and/or any electronic media, and not to present them on a local or global computer network, including on the various websites, without receipt of prior written approval from Beit Hatfutsot.
- q) The Recipient is responsible for fulfilling the terms and conditions for displaying the Items as specified in this Agreement, fully and exclusively.

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- r) The Recipient is liable for any damage, loss or expense that shall be caused to BH and to any third party as a direct or indirect result of any act or omission of the Recipient, its employees, agents and any persons acting on its behalf in connection with and/or deriving from and/or due to performance of this Agreement, including a breach of any of the terms and conditions of this Agreement. The Recipient shall indemnify and compensate the BH for any damages as aforesaid that is caused by the Recipient.
- s) This Agreement is governed by the law of the State of Israel and this Agreement shall be interpreted in accordance with the laws of the State of Israel.
- t) The competent courts in Tel Aviv have sole and exclusive territorial jurisdiction to hear any and all disputes and/or disagreements deriving from this Agreement, its performance or any breach thereof.
- u) This Agreement supersedes any previous agreement made between the Parties.
- v) No modification of this Agreement shall be valid unless made in writing and signed by the Parties.
- w) For the avoidance of doubt, it is hereby clarified that the provisions of this Agreement apply to each one of the Items that shall be delivered to the Recipient, and to the group of Items jointly.
- x) Any notice that is sent by one of the Parties to the other shall be sent by e-mail and shall be deemed as having been received on the same day on which it was actually sent.

Signature of Beit Hatfutsot
Date of signature:

Signature of the Recipient.
Date of signature: