

## Agreement regarding art from KORO

Adopted by KORO's board in June 1998 and revised in April 2009 and April 2013

*The Agreement concerns the ownership and management of art supplied to ...(Recipient)... through KORO's arrangements.*

The following Agreement has on this day been entered into between ..... and Public Art Norway (KORO):

1. The Work has been transferred to the Recipient through the transfer procedure on and covers the following works.

Inventory no.	Artist	Title	Year of production	No. of units	Location	Technique	Format (cm)

2. The State shall be the owner of the Work. The ownership shall be managed by KORO. The Recipient shall have ongoing management responsibility for the Work as set out in this Agreement. KORO shall have overall management responsibility.

When the Recipient rents the property in which the Work is located from a third party or transfers management of the property to a third party

- a copy of this Agreement with appendices shall accompany the Recipient's agreement with the third party.
- the Recipient shall be obliged to ensure that obligations under this Agreement and associated maintenance instructions and stipulations regarding protection zones are complied with.

3. The Recipient shall appoint a person who shall attend to the Recipient's responsibilities under this Agreement and act as a contact immediately after the Work has been delivered to the Recipient. This function shall be linked to an administrative position.

The Recipient shall inform KORO in writing as soon as possible about which position has been assigned this duty and who holds the position, plus any amendments, if applicable.

4. The Recipient is responsible for the management of the Work - including use, operation and maintenance - and covers all associated expenses, plus the cost of repairing any damage caused by external circumstances such as for example vandalism, the environment, etc.

The Recipient shall be obliged to comply with the maintenance instructions (Appendix 1) and the provisions regarding the defined protection zones (Appendix 2) for the respective Works.

The Work shall be used by it being displayed or presented in the place where the Work is positioned, as agreed with KORO. If this involves Works featuring music the Recipient is

obliged to enter into the required agreement with Norway's Performing Rights Society (TONO) regarding the performance and to pay the fee for such performance.

KORO's sign indicating the artist's name and the title of the work shall accompany the individual Work and be displayed with it. The Recipient's obligations under this agreement also apply to the sign.

KORO shall be contacted if problems arise concerning management.

5. The Work shall be subject to copyright protection in accordance with the Norwegian Copyright Act. This protection shall be enforced by both the Artist and KORO, which has overall responsibility for the management of the Work.

Use of the Work other than as indicated in point 4, third paragraph requires the consent of KORO and the Artist unless otherwise stipulated in the Norwegian Copyright Act. The Artist's consent is sufficient for taking images of the Work and using the images.

Making changes to the Work is not permitted.

6. On request communicated through KORO the Recipient shall give the Artist reasonable access to the Work when this is required for the Artist to enforce his or her rights or to document the Work.
7. It is presupposed that the Work will be respected. The protection zone defined in Appendix 2 shall be respected such that the Work and other objects do not come into visual or physical conflict with each other.

In the event that technical or other reasons render it necessary to alter/make changes to the building or other surroundings in such a way that will have consequences for the Work, both KORO and the Artist shall be contacted well in advance of the intended change. In such cases KORO may demand either the return of the Work or the implementation of measures at the Recipient's cost, including removing the Work.

If the Recipient wishes to make changes as indicated or to move a Work covered by this agreement for some other reason or to have a Work removed or destroyed, KORO shall be informed about the case as soon as possible and the Artist shall be notified well in advance of the intended change.

8. If the Work is not managed according to this Agreement KORO may require the Recipient to rectify this within a reasonable period. If the Recipient does not comply with the request KORO may perform rectification at the Recipient's cost. If, following an artistic assessment, KORO decides that modifications to the general building environment and fittings would reduce the suitability of the surroundings as a frame for the Work, KORO may demand either the return of the Work or the implementation of measures in order to preserve the effect of the Work within its spatial context. Such measures shall be determined by KORO and implemented at the Recipient's cost unless otherwise agreed in individual cases.

When the Work is returned to KORO according to the stipulations set out here and within what must be regarded as its expected lifetime the Recipient shall cover the cost of returning the Work to a condition which KORO may reasonably expect it to be in, considering the amount of time which has passed.

Both KORO and the Artist shall be notified immediately in the event of fire, theft or other damage to the Work. The stipulations in Point 4 first paragraph on covering expenses applies correspondingly.



APPENDIX 1: MAINTENANCE DESCRIPTION

Maintenance.....

APPENDIX 2: DEFINITION OF PROTECTION ZONE