

Contract

Between the undersigned:

THE FRENCH ACADEMY IN ROME

A public administrative institution,
domiciled at viale Trinità dei Monti, 1 – 00187, Rome, Italy
represented by its Director, Sam Stourdzé,
duly authorised for the purposes hereof,
hereinafter referred to as "the Academy",
on the one hand,

and

[Project Leader]

The Academy and the Project Leader are hereinafter referred to together
as "the Parties".

Preamble

The French Academy in Rome is a French institution founded in 1666 by
Louis XIV and, since 1803, has been housed at Villa Medici – a 16th century
villa surrounded by a seven-hectare park located on the Pincian Hill in the
heart of Rome.

A national public institution under the Ministry of Culture, the French
Academy in Rome now fulfils three complementary missions: to welcome
artists, creators and art historians in residence for long stays of one year,
or shorter stays; to set up a cultural and artistic programme that
integrates all fields of art and creation, aimed at a wide audience; to
conserve, restore, study and make known to the public its architectural
and landscape heritage as well as its collections.

Following on from the renovations carried out by Balthus and Richard
Peduzzi over the years, the French Academy in Rome, in partnership with
Mobilier National, has launched an ambitious refurbishment and
refurnishing project for the Villa Medici, which will run between 2022 and
2025.

This major project, named "Re-enchanting the Villa Medici", will be
divided into several phases involving the work of designers, contemporary
artists and artisans, both in the Villa's reception rooms and in its historic
rooms and guest quarters, thereby initiating a reflection on how these
spaces are used.

Of these, the Villa Medici has nine guest rooms, all of which are arranged
in the same way with a mezzanine and located in the Villa's main building.
This call for proposals will select three teams made up of *at least* one

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architect, interior designer, designer or artist on the one hand and an artisan on the other, to refurbish three of these guest rooms. The rooms are to be completed and delivered during the second half of 2023.

Two other identical calls for proposals will follow in the spring and autumn of 2023 to select six other teams to refurbish the remaining six rooms for completion during 2024.

The refurbishment projects of the guest rooms are made possible thanks to the support of the Bettencourt Schueller Foundation, patron of Villa Medici, to contribute to the influence and enhancement of French arts and crafts, as well as the Banque Populaire Foundation and Trega.

In this context, after the selection of the winning team at the end of the call for proposals procedure, the refurbishment of room [NUMBER] is the subject of this contract, between the French Academy in Rome – Villa Medici and the Project Leader of the winning team.

ARTICLE 1: purpose of the contract

- 1.1. The purpose of this contract is to entrust the refurbishment of a room [room number] located on the walkway of the Villa Medici (the "Site") to the Project Leader, as part of the 2022-2025 refurbishment and refurnishing project of the Villa Medici.
- 1.2. The services to be carried out on the Site correspond to the project submitted by the Project Leader, as part of the call for proposals for the refurbishment of the walkway rooms.

ARTICLE 2: duration of the contract and delivery of the site

- 2.1. This contract will enter into force on the date of signature by the Parties and will end on delivery of the Site, i.e. on [DATE] at the latest, or any other date in the event that defects are found on delivery.
- 2.2. The delivery of the Site must take place by [DATE] at the latest, which the Project Leader expressly acknowledges and accepts. Delivery will give rise, if necessary, either to a final acceptance or, if anomalies are noted, to a provisional acceptance, during which the parties will record the reservations noted. In the event that reservations are recorded, the Project Leader undertakes to ensure that the defects are corrected so that the reservations can be lifted as soon as possible, and in any case within one month from the provisional acceptance.

ARTICLE 3: budget and remuneration

- 3.1. The Project Leader has a maximum budget of € 60,000 including tax to carry out the project (the "Budget"). This amount will be paid on presentation of proper invoices and the necessary

supporting documents. Expenditure must comply with the procedures to which a public institution is subject.

- 3.2. The Budget may be supplemented by additional external funding provided by a partner of the Project Leader clearly identified in the project and previously approved by the Academy at the time of project selection.
- 3.3. For work on the building components of the room, such as plumbing or plaster work, taken into account in the project, the Academy may be required to directly contract its usual service providers in Rome. This expenditure will be included in the Budget.
- 3.4. In addition to the Budget, a remuneration of €10,000 including tax (the "Remuneration") is provided for all members of the winning team, for the transfer of the rights of the project and its implementation. This will be paid to the Project Leader, who will then be responsible for distributing this remuneration among the various members of the winning team. This breakdown is set out in the appendix to this contract. The payment of this Remuneration by the accounting officer of the Academy will be conditional on the presentation of an invoice or a fee note in due form.
- 3.5. The rate of payment of the Remuneration will be as follows:
 - 30% on the signing of this contract;
 - the rest after the refurbishment project is completed (at the time of the Final Acceptance).

ARTICLE 4 : payment

The Academy will proceed to the payment of the remuneration, in accordance with the intervals indicated in Article 3, and the reimbursement on invoices mentioned in Article 3, by bank transfer within 30 (thirty) days following the submission of invoices and fee notes in due form.

ARTICLE 5 : commitments

- 5.1. By way of this contract, the Project Leader undertakes to carry out the project that was selected in the process of the call for proposals, within the deadlines set out in Article 2.
- 5.2. Any modification of the initial project requested by the Project Leader must be the subject of an express agreement of the Academy.
- 5.3. The Project Leader will make him/herself available to the Academy, and must respond to any request from the latter.

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- 5.4. This contract does not give rise to any pension rights, bonuses or other miscellaneous benefits on the part of the Academy. The Project Leader undertakes to pay and bear all taxes, levies and eligible taxes on any amounts paid by the Academy (VAT or any other similar taxes included if applicable).
- 5.5. The Project Leader acknowledges and agrees that he/she is not authorised to make commitments on behalf of the Academy without its prior written consent and that, as a result, he/she will not claim such powers vis-à-vis third parties.
- 5.6. The Project Leader must not carry out, throughout the term of this contract, activities similar to those described in this contract, for or on behalf of any other person or company whose interests are in conflict with or incompatible with the interests of the Academy.
- 5.7. The Project Leader will perform his/her tasks in strict compliance with all applicable regulations, laws and rules.
- 5.8. The Project Leader undertakes to comply with the internal rules of the French Academy in Rome when coming to the Villa Medici.

ARTICLE 6 : stays at villa medici

During the visits to Rome, the Academy will provide the Project Leader with accommodation at the Villa Medici or, if necessary, in a hotel that meets the criteria established by the Academy's Board of Directors for accommodating partners, up to a limit of 15 nights for the entire duration of the contract. The dates of their visits must be approved by the Academy beforehand.

Transport costs are to be covered by the project's budget.

ARTICLE 7 : overnight stays in the room on which the project is based

The Academy will provide the Project Leader with 5 nights in the room that is the subject of the Project. The Project Leader can offer this accommodation to anyone he/she may choose within 24 months of the completion of the project, at any time, subject to the availability of the room, in accordance with the Academy's schedule.

ARTICLE 8 : confidentiality

- 8.1. The Academy undertakes to provide the Project Leader with access to all the information, documents and equipment necessary for the execution of this contract.
- 8.2. The Project Leader will observe the strictest discretion over all the information of the Academy to which he/she will have access,

directly or indirectly, in the context of the execution of this contract.

- 8.3. The obligation of discretion extends throughout the duration of the service and beyond it, whatever the circumstances.

ARTICLE 9 : liability

The Project Leader undertakes to take out the necessary insurance to guarantee his/her liability towards the Academy and third parties, and to maintain this throughout the duration of the contract.

ARTICLE 10 : assignment of intellectual property rights

- 10.1. The Project Leader assigns to the Academy the intellectual property rights of the project accepted by the Academy in the context of the call for proposals and any subsequent adaptations and modifications thereto accepted by the Academy, in accordance with the provisions of Article 5.
- 10.2. The Project Leader undertakes not to reuse the essential characteristics of the project result in the context of new projects. The Project Leader also confirms that the result of the project constitutes an original work that does not violate any pre-existing intellectual property rights.
- 10.3. The Academy is the owner of all the works produced under this contract, without prejudice to the moral and copyright rights that may attach to the works created. As such, it may decide to assign or re-use them in the context of a future installation, as well as make modifications to the layout of the room resulting from the project.
- 10.4. The Project Leader assigns to the Academy the rights of exploitation of the documents created in the context of the execution of this contract, including the rights of reuse, reproduction and representation of the result of the project, exclusively and free of charge, worldwide, on all physical and/or digital media, and for the duration of the intellectual property rights, as provided for by international laws and treaties. As such, the Academy may take pictures of all the developments within the context of the execution of this contract. The Academy thus has complete freedom to reproduce, represent and adapt all or part of the deliverables selected during the call for proposals as part of its internal and external communication, for commercial and non-commercial use. The Academy as well as the partners of the "Re-enchanting the Villa Medici" call for proposals are authorised to use the name, biography and views of the project result, for communication purposes.

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- 10.5. The Academy may authorise its partners to use, inter alia, photographs of the results of the project, for commercial or non-commercial purposes.

ARTICLE 11 : termination clause

- 11.1. In the event of non-compliance with any of the Project Leader's obligations under this contract, the Academy may decide to unilaterally terminate this contract. This termination may not give rise to compensation for the Project Leader.
- 11.2. In the event of material harm or damage caused to Villa Medici by the Project Leader, compensation in consequence of restoration must be paid by the Project Leader to the Academy, on the basis of a restoration quote.
- 11.3. In the event of cancellation or *indefinite* postponement of the refurbishment project of the guest rooms of the Villa Medici by the Academy, the expenses actually incurred by the Project Leader for the project will be reimbursed by the Academy upon presentation of the corresponding invoices. This termination on the part of the Academy may not give rise to compensation for the Project Leader. Amounts already paid in respect of Remuneration will not be repayable.
- 11.4. In the event of termination of the contract by the Project Leader, the Project Leader must reimburse all sums received. The Academy will also be compensated for expenses already incurred on the project.
- 11.5. In the event of termination of the contract by one of the Parties, the Academy remains free to complete the project selected, the rights of which have been assigned by the Project Leader, in accordance with Article 10, and to freely make adaptations.
- 11.6. The Parties cannot be held liable for non-performance or delays in the performance of any of their obligations under this contract if such non-performance is due to force majeure or a fortuitous event. Expressly, those events usually retained by the case law of French courts and tribunals are considered as force majeure or fortuitous events, i.e. any blockages outside of the control of the Parties preventing the normal performance of the contract. Any fortuitous or force majeure event will suspend the obligations arising from this contract.

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ARTICLE 12 : general clause

In the event of a dispute arising in relation to the performance of this contract, and after exhaustion of amicable remedies, the competent court will be the Administrative Court of Paris

Signed in on

Sam Stourdzé
Director

Project Leader