

IF YOU DON'T WANT TO WORK WITH US  
WE'LL WORK WITH YOU

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**A CONSTRUCTED WORLD**  
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# COLLECTOR AGREEMENT

This Collector Agreement ('Collector Agreement') is made on this ..... day of ..... 2023, between the following parties:

1. Geoffrey Lowe & Jacqueline Riva trading as A CONSTRUCTED WORLD of 184 rue de Crimée, 75019 Paris, FRANCE ('Artists')  
- and -
2. .... born on ..... in the city of .....  
.....  
Domiciled at (address).....  
Driver's licence / Passport number / Other .....('Collector')

## Operative Provisions

In consideration of the mutual promises contained herein, the parties acknowledge and agree:

1. That the terms and conditions set out in this Agreement, including Schedule 1 of this Agreement, will govern the terms of the arrangement between the parties.
2. That the Collector will engaged as [Collector to place a check against the applicable type of Collector]:  
 Established Collector  Emerging Collector
3. That the Collector will undertake the following 'Collector Activities' [Collector to place a check against the activities the Collector agrees to perform]:  

<input type="checkbox"/> Conduct self-motivated research into topics that pertain to the Artists' work.	<input type="checkbox"/> Participate in monthly [or applicable period] discussions with the Artists: in person, via telephone or Skype.
<input type="checkbox"/> Make yourself or, where you are an institution, make your representative familiar with the Artists' archives, publications and other relevant material.	<input type="checkbox"/> Be responsive to loaning the Artists' works for exhibition after their acquisition.
<input type="checkbox"/> Endeavour to recognise works that are significant rather than consumable, with the view to developing a strategy that will form the basis for the Collection.	<input type="checkbox"/> Write a text about the Artists for publication in a journal or other printed or online media.
<input type="checkbox"/> Meet the Artists at their studio, or their exhibitions, and engage in in-depth discussion about their work.	<input type="checkbox"/> Participate in round-table discussions and give lectures about the Artists' work.
	<input type="checkbox"/> Participate in a performance with the Artists.
4. That the 'Collection Value' is: €.....

Note: Established Collector to insert value between € 5,000 and € 60,000  
Emerging Collector to insert value between € 350 and € 5,000

5. That as a condition of the Collector Agreement, the Collector agrees that: (i) within thirty (30) business days of signing this Collector Agreement the Collector must pay the full amount of the Collection Value to the Artists; (ii) the Collection Value paid by the Collector to participate and be engaged as a Collector is non-refundable; and (iii) by no later than one (1) month prior to the anniversary of the commencement date, the Collector will select artworks to be acquired from the Artists up to the Collection Value. The parties acknowledge that the value of the Collection has been assigned by the Artists at their absolute discretion.
6. That until the Collector has fully performed and discharged all obligations under this Collector Agreement, and the Artists have received, in full, payment of the Collection Value, the Artists shall retain full title in the artworks chosen by the Collector to be acquired, and the Artists are not required to deliver the selected artworks to the Collector until the foregoing conditions have been fully satisfied.
7. The undersigned individuals each respectively represent and warrant that they have full authority to execute this Collector Agreement for and on behalf of the relevant entity or entities for whom they sign.

## Execution

Executed by the Artists:

Executed by the Collector:

\_\_\_\_\_  
Name and Date

\_\_\_\_\_  
Name and Date

# SCHEDULE 1 Terms of your engagement

The terms and conditions upon which the Collector will be engaged by the Artists are set out below. The Collector, by signing the acknowledgement in the letter of offer, accepts the terms and conditions set out below.

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## POSITION

1. You will be engaged by the Artists in the position set out in clause 2 of the Operative Provisions of this Collector Agreement. Subject to you returning a signed copy of the Collector Agreement to the Artists and payment of the Collection Value, your engagement will commence on 1 May 2019 or date otherwise agreed between the parties in writing. Your engagement will continue for one (1) year from your commencement date unless your engagement is otherwise terminated or extended in accordance with these terms and conditions.

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2. Where you are an institution and have nominated a person to be your representative, you hereby represent and warrant that the nominated person has your full authority to act on your behalf and to carry out your duties as a Collector under this Collector Agreement (Your Representative). You are not permitted to remove or replace Your Representative without prior written consent, which will not be unreasonably withheld.

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## COLLECTOR'S DUTIES AND LOCATION

3. You are required to perform your role in a faithful, diligent and professional manner, comply with the Artists' lawful and reasonable directions, and at all times act in the Artists' best interests, including using your best endeavours to complete tasks assigned to you within reasonably set deadlines.

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4. You will perform the duties and responsibilities set out in clauses 3 to 5 of Operative Provisions of this Collector Agreement and any other duties and responsibilities mutually agreed by the parties as necessary for you to effectively discharge the requirements of your position. At the commencement of this Collector Agreement an outline of your duties and responsibilities are set out in the Position Description provided to you with this Collector Agreement (as modified by agreement between the parties). You will report directly to Geoffrey Lowe and Jacqueline Riva or to such other person as the Artists may in their sole discretion nominate from time to time.

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5. Your duties are to be performed at a location convenient to you (Work Location) provided that: you provide the Artists with contact details of your Work Location (telephone number and email); at the Work Location you have access to all resources necessary for you to undertake your duties. You acknowledge

and agree you may be required to travel in order to effectively carry out your duties. The Artists at their sole discretion may, from time to time, request that you perform your duties from locations as the Artists may reasonably require (for example the Artists' studio, galleries and/or art fairs), and where foregoing request is made, you must use all reasonable endeavours to comply with such request.

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## HOURS OF WORK

6. You will work one (1) hour each month and such other hours as may be necessary for you to fulfil the requirements of your role. From time to time this may require you to work outside of ordinary business hours. You agree that: (i) any additional hours of work beyond one (1) hour each month will be reasonable in all the circumstances, and (ii) you will not be entitled to be paid extra remuneration for working more than one (1) hour per month, or outside of ordinary business hours.

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## OUTSIDE INTERESTS

7. In accepting this offer, you agree that you will not enter into any other agreement or obligation that will prevent the performance of your obligations under this Collector Agreement.

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## EXPENSES

8. As a Collector, you are responsible for your own costs for out-of-pocket expenses necessarily incurred by you in the performance of your duties including, without limitation, expenses relating to: entertainment, accommodation, meals, and domestic and international travel.

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## OBLIGATION OF THE ARTISTS

9. During the term of the Collector's engagement, the Artists will disclose details of their artistic practice and involve you in transactions and dialogues in anticipation of influencing each other's views and engaging in alterity together. The Artists, in collaboration with you, shall envisage the possibility of expanding the space to think further about the value of their artwork. The Artists may, at their absolute discretion, give you artworks as a bonus.

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## CONFIDENTIALITY

10. In the course of your engagement you may have access to information that is sensitive and/or confidential to the Artists. You may not use or disclose this information unless authorised by the Artists or as authorised by law. You acknowledge that a breach of the confidentiality obligations set out in this Collector Agreement by you may cause the Artists irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to a claim for damages and any other remedies available at law

or in equity, the Artists may seek specific performance or injunctive relief (as appropriate) against any breach or threatened breach by you, or your employees, subcontractors, agents or Nominated Representative.

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#### **INTELLECTUAL PROPERTY**

11. During the course of your engagement, you may be involved in the development of intellectual property that is recognised at law. This may be on your own or may be in conjunction with others and may be during or after ordinary working hours. You acknowledge and agree that all intellectual property shall vest in the Artists upon creation, including but not limited to, any intellectual property developed by you or Your Representative.

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12. Insofar as any intellectual property is incapable of vesting in the Artists upon creation, then you assign and transfer your full right, title and interest in such intellectual property to the Artists and acknowledge and agree with the Artists that they will be the sole and exclusive owners of that intellectual property. You also agree to do what the Artists may reasonably require you to do in order to secure these rights of ownership, including causing Your Representative to execute all documents and do all things required to give effect to this clause.

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13. If any material, matter or thing is owned by you and/or Your Representative, and such material, matter or thing is incorporated in or attached to any intellectual property owned by the Artists, you grant, or if the context requires, you shall procure that Your Representative grants the Artists a worldwide perpetual, irrevocable, transferable and royalty-free, non-exclusive licence (including the right to sub-licence) to exercise all intellectual property rights in such material, matter or thing for the purpose of accessing and using the intellectual property owned by you and/or Your Representative as referred to in this clause.

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14. You authorise the Artists to make and use, including but not limited to, communicating to the public and broadcast via television, radio, print or the world wide web, any recordings in connection with your engagement whether in the form of an image (for example, photograph), soundtrack or synchronisation, including a documentary film or sound recording: (i) throughout the world; and (ii) in all media; and (iii) by all means, whether known now or invented in the future.

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15. You must not infringe the intellectual property rights of the Artists or a third party in connection with your engagement under this Collector Agreement.

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#### **TERMINATION OF ENGAGEMENT**

16. The Artists may terminate your engagement without notice if you engage in conduct which would entitle the Artists to summarily dismiss you at law, including but not limited to where you engage in serious or gross misconduct, or if you: (i) commit a serious or persistent breach or non-observance of the Collector Agreement; (ii) materially neglect your duties; or (iii) refuse or neglect to comply with any lawful and reasonable order given to you by the Artists.

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#### **GOVERNING LAW**

17. This Collector Agreement is governed by, and construed in accordance with, the laws of Victoria, Australia and the parties submit to the jurisdictions of its courts.

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#### **RELATIONSHIP OF THE PARTIES**

18. You acknowledge that you are engaged as an independent consultant, and that accordingly it is your responsibility to comply with all statutory and legal requirements relating to your staff and/or representatives (including payment of any taxes and other statutory financial obligations) that may fall upon and be discharged, wholly and exclusively, by you.

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#### **SEVERANCE**

19. If any clause or part of any clause of this Collector Agreement is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If it is not possible to do so, the offending clause is to be severed from this Collector Agreement without affecting the enforceability, validity or legality of the remaining clauses that will continue in full force and effect.

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#### **WAIVER**

20. A waiver of any right, power or remedy under this Collector Agreement must be in writing and signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. If a party fails to do, or delays in doing, something that the party is entitled to do under this Collector Agreement, it does not amount to a waiver.

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#### **ENTIRE AGREEMENT AND VARIATION**

21. The terms and conditions of this letter of offer constitutes the entire agreement of the parties in respect of the terms of your engagement with the Artists, and supersedes any prior representations, understandings, arrangements or agreements made between you and the Artists, whether orally or in writing. This Collector Agreement may only be varied in writing by mutual agreement.