

COPYRIGHT ASSIGNMENT CONTRACT

N° CO-2006-00433-00-DDCP

This contract entered into by and between the undersigned:

Établissement Public du Musée du Quai Branly,
222, rue de l'Université
75343 Paris Cedex 07s

Represented by its Chairman, Mr Stéphane Martin

Referred to hereafter as the "museum"

Of the one part,

And:

Mr. Scott and Stuart GENTLING

Address *4801 HARLEY AVE. FORT WORTH, TEXAS USA 76107*

WE ARE TWINS!
Born on *31 DEC. 1942* at *ROCHESTER, MINNESOTA USA*

Referred to hereafter as the "author"

Of the other part.

Preamble

Concerning the Decree n° 2004-1350, December 9th 2004, Établissement Public du Musée du Quai Branly remit includes designing and creating, directly or indirectly, an original cultural and science museum complex preserving collections belonging to the French state representative of the arts and civilisations of Africa, Oceania, the Americas and Asia and presenting these collections to the public. The complex will be situated at 29/55, quai Branly, 75007 Paris, and is due to be opened to the public at the start of 2006. The museum plans to present multimedia programmes (referred to hereafter as the "multimedia programmes") on terminals to accompany the presentation of the collections. These multimedia programmes, to be designed and produced by the museum, will be non-commercial and will be formed by works or extracts from photographic, written, cinematographic, audiovisual or multimedia works.

Article 1: Purpose of contract

The purpose of this contract is to define the procedures whereby the author decides to assign the patrimonial rights over the work(s) referred to in the appendix (referred to hereafter as the "work") to the museum, subject to the conditions and limits defined below, for the presentation of the multimedia programmes in the future museum.

Article 2: Rights assignment

2.1: Extent of the assigned rights

The author declares that he/she owns the rights relating to the work directly as the author and assigns the following to the museum expressly, non-exclusively and in return for payment:

- Reproduction, performance and adaptation rights, for a term of six years starting on the date when the museum opens to the public, in all languages, on a non-commercial basis for presentation in the multimedia programmes.

By the term "reproduction right", the parties refer to the right to reproduce the work directly or indirectly via any technical processes currently known or unknown on the above-mentioned media without any numerical limit and to circulate the said media directly or indirectly (distribution) on a non-commercial basis subject to the term and territory defined in this contract.

By the term "performance right", the parties refer to the right to communicate the work directly to the public on the above-mentioned media on a non-commercial basis subject to the term and territory defined in this contract.

By the term "adaptation right", the parties refer to the right to reproduce and present the work in whole or in part (excerpts, reframing) and to use the definition of its choice (colours, definition of reproduction), subject to the author's prior acceptance of the proposed adaptation according to the procedures defined in Article 4.

2.2: Date of effect

The rights assignment granted by the author to the museum will take effect on the date when this contract is signed in order to enable the production and preparation of the multimedia programmes. The rights are assigned for a term of six years starting on the date when the museum opens to the public. The author will be informed of this date by the museum by recorded delivery letter as soon as it is known.

Article 3: Guarantees and credits

3.1: Author's declarations

The author declares that the work is original and does not contain first works that have not come into the public domain. The author guarantees the museum peaceful enjoyment of the assigned rights against any disturbance, claim, infringement action and eviction whatsoever, on his own part or originating from a third party, that might infringe the full and free enjoyment of the assigned rights.

3.2: Museum's declarations

The museum undertakes to show the name of the author and the work for each of the uses referred to in Article 2 and to respect the other prerogatives attached to the author's moral right. The copyright wording is appended hereto. For the multimedia programmes, the copyright wording will be included in the titles that can be consulted inside the museum.

Article 4: Final version for distribution

Not applicable.

Article 5: Remuneration

Not applicable.

Article 6: Author's copy

The author will, upon his express request, receive a free invitation to visit the museum when it opens to the public.

A copy of each of the multimedia programmes including the work will be supplied to the author free of charge, upon his express request, in the form of computer files. These copies are non-transferable.

Article 7: Binding nature of the contract on heirs and assigns

This contract is binding in its entirety on the heirs and all assigns of the author, who must, as far as possible, be represented by a single person in dealings with the museum.

Article 8: Termination

Should the museum abandon the production or continuation of the multimedia programmes, it is agreed that the contract will be terminated automatically without the need for any legal formality. In this event, the museum will be obliged solely to inform the author by recorded delivery letter with acknowledgement of receipt and the author will not be able to claim any compensation.

Article 9: Disputes

This contract has been drawn up in French and is subject to French law. Any dispute over the interpretation or performance of the clauses thereof will be submitted to the competent courts in Paris.

Article 10: Appendices

Appendix 1: Identification of the work and author, copyright wording and identification of the multimedia programmes concerned

Signed in Paris, in duplicate, this day,

2006

Mr Stéphane Martin,

Chairman and Managing Director, Établissement Public du Musée du Quai Branly

Mr Scott and Stuart GENTLING
Author*

We have read and approved this contract
Stuart W. Gentling *Scott Gentling*
5 June 2006

* Invited to sign with the wording "read and approved" and return a copy to the museum.

*P.S. The Musée du Quai Branly has no permission
to publish and use all of the images (Gentling paintings,
drawings, models etc) that are not listed on Appendix I
of this contract. AL06. 866*

APPENDIX 1

Identification of work and author				Multimedia programme			
Name of work	Nature of work	Characteristics of work and its reproduction	Copyright wording	Geographical area	Multimedia programme number	Multimedia programme name	Document number within the programme
Teopan Canal, Tenochtitlan	Watercolor	Scanned document	© Scott and Stuart Gentling	Paris, France	641	Mexico	641IM03136
Temple de Nahui Ollin- The Knights of the sun, Scott Gentling	Drawing	Scanned document	© Scott and Stuart Gentling	Paris, France	641	Mexico	641IM03348
Temples of Tenochtitlan, Xipe Totec temple in the middle, Scott Gentling	Drawing	Scanned document	© Scott and Stuart Gentling	Paris, France	641	Mexico	641IM03620
Temples of Tenochtitlan, Tezcatlipoca-Omacatl temple, Scott Gentling	Drawing	Scanned document	© Scott and Stuart Gentling	Paris, France	641	Mexico	641IM03621
Temple of Huizilopochtli and Tlaloc, Scott Gentling	Drawing	Scanned document	© Scott and Stuart Gentling	Paris, France	641	Mexico	641IM03622
Fire altar of Huitzilopochtli, Scott Gentling	Drawing	Scanned document	© Scott and Stuart Gentling	Paris, France	641	Mexico	641IM03623
Hueytzompantli- The Great Skull Rack, Scott Gentling	Drawing	Scanned document	© Scott and Stuart Gentling	Paris, France	641	Mexico	641IM03625
The Tezcatlachco-Ballcourt of Mirrors, Scott Gentling	Drawing	Scanned document	© Scott and Stuart Gentling	Paris, France	641	Mexico	641IM03626
Tenochtitlan-central piazza, Scott Gentling	Drawing	Scanned document	© Scott and Stuart Gentling	Paris, France	641	Mexico	641IM03626