

**GIFT AGREEMENT**

The undersigned:

**DONOR**

Name	Amar Singh
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and

**BENEFICIARY** (hereinafter '(the) Stedelijk')

Name	Stichting Stedelijk Museum Amsterdam	
Director	Rein Wolfs	
Address	Van Baerlestraat 31 1071 AN	Postbus 75082 1070 AB
City	Amsterdam	Amsterdam
Country	The Netherlands	
Telephone	0031 20 57 32 911	
Contact person(s)		
Name	Karen Archey	
Position	Curator of Contemporary Art	
Telephone	+31(0)20 5732 658	
E-mail	k.archey@stedelijk.nl	

Whereas:

- the Donor is owner of the artworks as described in this Agreement;
- the Donor wishes to donate and transfer the artworks to the Stedelijk and the Stedelijk wishes to accept the gift;
- that parties wish to lay down the conditions and provisions that they have agreed in this agreement;

Agree as follows:

## **Article 1 - Gift**

- 1.1 Pursuant to article 175 of Book 7 of the Dutch Civil Code (Burgerlijk Wetboek), the Donor donates to the Stedelijk, who hereby accepts the gift;

Angela Heisch  
*Green Lace*  
Oil on canvas  
2022

Danielle Mckinney  
*Utrecht*  
Acrylic on canvas  
2022

- 1.2 Further details about the artworks are attached as Annex 1.
- 1.3 The actual transfer of the artworks by the Donor and the acceptance thereof by the Stedelijk shall take place after the closing of this agreement in joint consultation between the Donor and the Stedelijk.
- 1.4 With the donation of the artworks the Donor grants to the Stedelijk, amongst others, the right to display the artworks and to give them on loan to third parties.
- 1.5 In case of an intended de-accession of the artworks, the Stedelijk shall notify the Donor. The Stedelijk is entitled to transfer the artworks to the Municipality of Amsterdam.
- The Municipality of Amsterdam is the owner of the collection of the Stedelijk. The donated artworks will therefore be transferred to the Municipality of Amsterdam.
- 1.6 The Donor and the Stedelijk hereby declare to be entitled to enter into this Agreement and to perform its obligations under this Agreement and they do not infringe any right of any third party.

## **Article 2 - Processing personal data**

The Stedelijk refers the Donor to the privacy statement published on its website for information about the processing of personal data by the Stedelijk and, inter alia, the rights of the parties involved in relation thereto.

## **Article 3 - Mention of Donor's name**

The Stedelijk has asked the Donor to grant his or her permission to mention the Donor's name during the exhibition of the artworks and in related publications and in any additional publicity. Should the Donor wish to remain anonymous, the Stedelijk shall refrain from mentioning the Donor's name when

exhibiting the artworks and uphold the Donor's anonymity in related publications and in any related publicity.

The Donor has indicated the following regarding the donation of the artworks:

- The Donor grants his or her permission for his or her name to be mentioned during the exhibition of the artwork and for his or her name to be mentioned in any publication or in publicity relating to the gift and/or the artwork.

The Donor has the right to withdraw his or her permission as meant in this article, by sending a letter or email to the Stedelijk. The Stedelijk reserves the right to refuse any such request on the basis of, for example, Article 43 paragraph 2 of the General Data Protection Regulation Implementation Act, as this act does not apply to processing for journalistic or academic purposes.

#### **Article 4 - Gift Tax**

This gift is exempt from gift tax pursuant to article 33 sub 4 of the Dutch Inheritance Act (Successiewet) 1956, whereas the Stedelijk is designated an charitable institution (een algemeen nut beogende instelling (ANBI) under article 6.33, first paragraph, subparagraph b of the Income Tax Act (Wet inkomstenbelasting) 2001 in conjunction with article 2, third paragraph, subparagraph m of the General Tax Act (Algemene wet inzake rijksbelastingen) in conjunction with article 5b of the General Tax Act (Algemene wet inzake rijksbelastingen).

#### **Article 5 - Applicable law and disputes**

**5.1** This agreement shall be subject to the laws of the Netherlands.

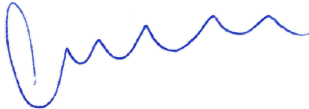
**5.2** All disputes that may arise between parties in relation to the Agreement or further agreements that result from it, are exclusively brought before the competent court in Amsterdam.

This Agreement was drawn up in duplicate.

DONOR

BENEFICIARY

*amar singh*



Stedelijk Museum Amsterdam

Amar Singh

Rein Wolfs

Director

London, 15/12/2022

AMSTERDAM, 22 December 2022