

**TECHNICAL SPECIFICATIONS GOVERNING THE ACQUISITION FROM STUDIO SWINE DESIGN LTD, BY MEANS OF A NEGOTIATED PROCEDURE WITHOUT PRIOR PUBLICATION, OF A LICENCE IN FAVOUR OF THE CATALAN INSTITUTE FOR CULTURAL COMPANIES FOR THE EXHIBITION RIGHTS OF THE WORK “BEYOND THE HORIZON”, BY THE ART COLLECTIVE A.A. MURAKAMI (ALEXANDER GROVES AND AZUSA MURAKAMI), FOR SAID WORK TO BE EXHIBITED AT THE CENTRE D'ARTS SANTA MÒNICA AND THE CÍRCULO DE BELLAS ARTES DE MADRID**

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## **1. Background**

The Centre d'Arts Santa Mònica (hereinafter, “Santa Mònica”) is an interdisciplinary art centre dedicated to promoting contemporary creative work. As part of its activity, the centre organises regular exhibitions involving artists from various disciplines, who participate not only in the creation of the works but also in the whole process from conceptualisation to inauguration, on the basis of horizontal participation. The Santa Mònica reports to the Catalan Institute for Cultural Companies (hereinafter, “ICEC”).

From March to September 2026, the Santa Mònica will hold the exhibition “The Assault of Illusion”, produced by the centre, which includes, among other exhibits, “Beyond The Horizon” by A.A. Murakami, consisting of large, eerily corporeal, suspended automata, which float fog-filled bubbles through space, reflected in a wall of mirrors and illuminated by cold lights.

A.A.Murakami is the professional name of the artistic duo Azusa Murakami (Japan) and Alexander Groves (UK), who formed Studio Swine in 2011. The rights to display the work and its derivatives are held by Studio Swine Design Ltd, a UK company with registration number 09339797 and registered premises at 424 Margate Road, Ramsgate, Kent, England, CT12 6SJ. A.A.Murakami shall provide its services through this company.

The licence includes the rights and services indicated in these specifications for the exhibition of the work as part of the aforementioned exhibition, both at the Santa Mònica, between March and September 2026, and at the Círculo de Bellas Artes de Madrid (hereinafter, “CBAM”), which will host the exhibition from November 2026 until April 2027, by virtue of an agreement between the ICEC and the CBAM. The licence which is the subject of this tender includes both the exhibition at the Santa Mònica centre and that at the CBAM, the ICEC being responsible for the relationship with Studio Swine Design Ltd in this respect.

The ICEC will be responsible for the transport of the work.

## **2. Purpose of the contract**

The purpose of this contract is to grant a licence to exhibit the work “Beyond the Horizon” (hereinafter, “the work”) by the art collective A.A.Murakami (Alexander Groves and Azusa Murakami), hereinafter, “the Artists”, as part of the exhibition “The Assault of Illusion” at the Santa Mònica between 18 March and 27 September 2026 (hereinafter, “the SM Exhibition”) and, subsequently, at the CBAM (hereinafter, “the CBAM Exhibition”).

The CBAM will hold the exhibition between 1 November 2026 and 30 April 2027. The terms and conditions set out in these specifications shall apply jointly to both exhibitions (hereinafter referred to as “the exhibitions”), unless one of them is mentioned exclusively.

The licence is granted by Studio Swine Design Ltd (hereinafter referred to as “the licensor”), which assumes all the obligations of the Contractor set out in this contract. References to the Artists indicate personal, non-transferable services which cannot be delegated to third parties and which they must perform themselves in view of the artistic component of the services covered by the contract.

The transport of the work is regulated in section 6.

The licence and the overall fixed price specified in the contract include:

- The rights to exhibit the work as part of the aforementioned exhibitions for the entire period indicated.
- The production costs associated with the exhibition.
- The participation/intervention of the Artists in the preparation of the exhibitions together with the curator of the exhibitions and director of the Santa Mònica, Mr Enric Puig Punyet (hereinafter, “the curator”).
- The transport, accommodation and living expenses of the Artists during their participation in the exhibitions and of technical staff, as indicated in the Annex. The management and contracting of these items are the responsibility of the licensor and are included in the flat-rate price of the licence. The breakdown of the price indicated in the Specific Administrative Clauses serves to justify the price of the licence, which is established as a flat-rate price. If the final cost incurred by the licensor for these items varies, these variations will not be passed on to the ICEC.
- Any other expenditure related to the items listed in the Annex.

Annex I includes a detailed breakdown of the services to be provided for each of the exhibitions and the period during which they are to be carried out.

The price of the licence does not include the cost of transporting the work, which will be managed and contracted separately by the ICEC.

The licence does not entail the transfer of the intellectual property rights of the work to the ICEC and is limited to the exploitation rights indicated in these specifications.

### **3. Collaboration: obligations of the ICEC (Santa Mònica)**

The ICEC undertakes to:

- 3.1. Exhibit the work according to the criteria agreed between the curator and the Artists.
- 3.2. Designate the Santa Mònica Exhibitions Coordinator as Contract Manager and first point of contact with the licensor. Notwithstanding the main responsibility assumed by the Contract Manager, the CBAM Programming Manager is also designated as the first point of contact for the technical execution of the CBAM Exhibition.
- 3.3. Use the means at its disposal to guarantee the safety and protection of the work, and to carry out regular inspections and report any issue as soon as it becomes aware of it. The ICEC will take out a comprehensive insurance policy that guarantees continuous cover of the work against the risks of loss, damage or deterioration, from the moment it leaves its place of origin, during its installation and

display in exhibitions and until it is returned to the licensor, including all the intermediate phases of handling, packaging, transport, temporary storage and unpacking, according to the terms and exclusions established in the policy.

- 3.4. Offer appropriate spaces, the necessary resources and access to the building for the correct execution of the phases detailed in this document, including the planning of the human, material and technical resources necessary for the assembly and maintenance of the exhibitions.
- 3.5. Ensure compliance with the phases and delivery dates detailed in this document and/or annexes.
- 3.6. Establish the exhibition calendar and organise working meetings with the different parties involved in the production and exhibition process.
- 3.7. Ensure that the intellectual property rights of the Artists regarding the work are respected and that, whenever images are edited or shown, their name is indicated in the manner agreed with the licensor.
- 3.8. Contract a transport company that specialises in the transport of works of art to organise the transport of the works in the exhibitions, in liaison with the licensor.
- 3.9. Provide the licensor with photographs, videos and other materials to publicise the exhibitions.
- 3.10. Submit to the licensor 3 copies of any publications or printed materials produced in connection with the exhibitions.
- 3.11. Any photographs of the work or the Artists taken for use in connection with publicity for the exhibitions must be approved by the licensor prior to publication.
- 3.12. Texts, captions or descriptions relating to the work must be submitted to the licensor for approval before they are published or exhibited.

Communications and authorisations for the purposes set out above are to be sent via the following e-mail addresses:

For the Santa Mònica:

- [rvinent@gencat.cat](mailto:rvinent@gencat.cat)
- [miquelmorilla@gencat.cat](mailto:miquelmorilla@gencat.cat)

For Studio Swine Design:

- [info@studioswine.com](mailto:info@studioswine.com)
- [kew@studioswine.com](mailto:kew@studioswine.com)
- [hello@aamurakami.com](mailto:hello@aamurakami.com)

#### **4. Performance/intervention/participation by the licensor/Artists**

In connection with the production, assembly and exhibition of the work, the licensor undertakes to carry out the following tasks, in agreement with the curator or the person delegated by the latter:

- 4.1. Make the work available to the ICEC from 19 January 2026, duly packed in cases, for collection by the transport service appointed by the ICEC between 19 January and 13 February 2026, at the licensor's premises in Japan (Isesaki, Gunma 379-2214).
- 4.2. Ensure the availability of the Artists for online meetings during the production and installation phases of the exhibitions. If the ICEC or CBAM request a meeting, the date and time must be agreed by the parties within a week.
- 4.3. Provide all necessary training for Santa Mònica and CBAM assembly and maintenance staff for the correct maintenance of the work throughout the exhibition period.
- 4.4. Provide general explanatory sessions and two guided tours by the Artists: for the general public on the opening day of the Santa Mònica Exhibition and for Santa Mònica staff the previous day.
- 4.5. Arrange for the Artists to attend the opening day of the Santa Mònica Exhibition and participate in activities organised in relation to this event, in particular the press conference and interviews with media representatives who have requested them. Arrange for the participation of the Artists in telephone or videoconference interviews at any time during the exhibition period, at the request of the ICEC.
- 4.6. the Artists' attendance at the opening of the CBAM Exhibition is not covered by this contract. However, the Artists agree to participate in telephone or videoconference interviews at any time during the production or exhibition period at the CBAM, if so requested by the CBAM.
- 4.7. The licensor authorises the ICEC to make audiovisual or photographic records of the work, and to reproduce, publicly communicate and distribute these images for the purpose of publicising the exhibitions through its website, social media and the media, and by means of other materials (banners, invitations, postcards, hand programmes, signage leading into the centre, advertisements, press packs, etc.). It also authorises their use for educational purposes and archiving, provided that these are related to the activity of the centre where the work is exhibited and are not for commercial purposes. The choice of images for these purposes is subject to the provisions of section 3.11. The ICEC and the CBAM may make such use of these materials in connection with their respective exhibitions.
- 4.8. The licensor exempts the ICEC and the CBAM from the payment of any financial consideration to organisations collectively managing intellectual property rights for the use of images related to the work, in the manner authorised in these specifications.
- 4.9. The licensor, with the informed consent of the Artists, authorises the ICEC to make audio-visual, photographic or phonographic recordings of the Artists during their participation in the activities related to the exhibitions and to reproduce, publicly communicate and distribute these images for the purpose of publicising the exhibitions through its website, social media and the media, or using materials such as banners, invitations, postcards, printed programmes, signs leading into the centre, advertisements or press packs. It also authorises their use for educational purposes and archiving, provided that these are related to the activity of the centre where the work is exhibited and are not for commercial purposes. The choice of

images for these purposes is subject to the provisions of section 3.11. The ICEC and the CBAM may make such use of these materials in connection with their respective exhibitions.

4.10. The licensor exempts the ICEC and the CBAM against any claim by third parties for infringement of intellectual property rights arising from the use of the work under the terms of this licence.

4.11. The licensor undertakes to fulfil the commitments undertaken in accordance with the schedule to be agreed with the ICEC, which is initially as follows:

<b>DEADLINE</b>	<b>TASK</b>
As soon as the contract is signed	Production of the work and preparation for dispatch
19 January to 15 March 2026	Transport of the work and assembly of the exhibition at the Santa Mònica
18 March 2026	Press conference (date to be confirmed) and inauguration at the Santa Mònica
From 27 September 2026 to November 2026	Dismantling of the exhibition at the Santa Mònica, shipment to the CBAM and assembly.
April 2027	Dismantling of the exhibition at the CBAM

4.12. The licensor undertakes to comply with the work schedule proposed by the Santa Mònica, making whatever resources are necessary available to the ICEC for the execution of the contract.

4.13. The licensor undertakes to cooperate with the ICEC in any way the latter deems necessary to meet the project deadlines.

4.14. This contract shall not imply, in any case or under any circumstances, an employment relationship between the ICEC and the Artists or the technical personnel assigned by the licensor to carry out the tasks to which it is committed, and the licensor shall be responsible for all obligations relating to tax, labour, social security, occupational health and safety and any other generally applicable obligations related to such personnel.

4.15. The licensor also undertakes to comply at all times with the internal occupational health and safety regulations. The Artists and the technical personnel assigned by the licensor are forbidden to engage in any hazardous activity unless required by this contract. Accordingly, the Santa Mònica shall provide the staff assigned to the centre by the licensor with the relevant internal protocol for the coordination of business activities by professionals.

## **5. Amount**

The price of the contract is 71,281.35 euros (excluding VAT). The price includes all taxes and dues payable for the execution of the contract, and any expenses necessary for its implementation.

## **6. Transport of the work**

The ICEC assumes the management and cost of transporting the work, from its collection at the address in Japan indicated below, its transfer to the CBAM and its return to the licensor.

The licensor undertakes to make the work available to the ICEC for collection at A.A. Murakami's studio in the city of Isesaki in Japan, from 19 January until 13 February 2026, in liaison with the transport company contracted by the ICEC.

The licensor must make the work available to the ICEC in the following packaging:

- 3 cases for GBM machines: 139 x 67 x 115 cm / 100 kg each.
- 1 case for the refilling system: 98 x 92 x 94 cm / 106 kg.

The cases must be made of wood. The contents must be properly secured.

The ICEC is obliged to keep the cases for the duration of the exhibition and to use them for transport.

The work will be dismantled at the end of the exhibition period at the Santa Mònica, from 27 September 2026 and during the month of October 2026, and repackaged for transport to Madrid for the CBAM Exhibition. At the end of the CBAM Exhibition period, the work will be repackaged and returned to its point of origin in Japan in May 2027 in the original packaging (cases).

The licensor undertakes to provide the necessary specialised personnel to give instructions on the assembly, dismantling, packing and unpacking of the work.

## **7. Confidentiality and protection of intellectual property rights.**

The licence does not entail the transfer of ownership of the work and is limited to the period specified. The ICEC recognises the Artists' ownership of the intellectual property rights of the work and undertakes to:

- Ensure the confidentiality of information disclosed to it or to which it has access in relation to the technology and methods used by the Artists during the production, assembly, exhibition or dismantling of the work and which are not in the public domain. The ICEC will treat this information as confidential and will share it only with the personnel necessary to carry out these tasks, who will be subject to the same duty of confidentiality.
- Once the exhibitions are over, the ICEC will destroy and will not keep any of the confidential data or information indicated in the previous section.