

MEMORANDUM OF UNDERSTANDING

Between:

1. [____], having its offices in [____], at [____], hereinafter referred to as: [____], duly represented by [____];

and

2. [____], having its offices in [____], [____], The Netherlands, hereinafter referred to as: [____], duly represented by [____],

Preamble:

- A. [____], a [____] has launched in [____], e.g. [____] project/activities [____];
- B. The aim of [____] is implementing an [____];
- C. [____] is specialised in organizing and executing [____];
- D. Both parties wish to work together and have concluded a so called partnership;
- E. Parties want to confirm their relationship herein;

Now, therefore, the Parties to this Memorandum of Understanding (MoU) agree as follows:

1. Purpose

- 1.1 The Parties hereby ascertain that they are cooperating in the field of informing the public about permanent and ad hoc exhibitions organised by [____], and that [____] has become a privileged partner of Van Gogh in relation thereto.
- 1.2 Both parties intend to enter into further discussions (hereinafter called "**Discussions**") for the purpose of concluding a contract (hereinafter called "**Contract**") on the further development of their cooperation, among others in order to enhance [____] as well as business in the Netherlands by means of [____].
- 1.3 The Parties shall discuss in a later phase the basic principles for the determination of the further development of their cooperation. [____] has informed

[_____]of his view concerning the development and marketing of[_____] ,
the sales of [_____].

2. Legally binding Provisions

- 2.1 The Parties shall not be legally committed to concluding the Contract.
- 2.2 Each Party shall bear its own – internal and external – costs connected with the Discussions and the other measures mentioned in section 1.2.
- 2.3 In the event no Contract is concluded, neither of the parties shall have ground for any claim (e. g. – without limitation – claims for damages, cost-reimbursement and the like) against the other for continuing to conclude a Contract. Furthermore, no Party shall be liable in the event information is not provided or is not provided in time.
- 2.4 Each Party shall treat the Discussions and the contents of this MoU as confidential, unless the other Party gives its prior written consent to its (or any part thereof) disclosure. [_____]and [_____]are entitled to disclose this MoU to the other interested stakeholders such as the Municipality of [_____] and to financial institutions or banks in order to attract financial means.
- 2.5 Both parties shall endeavour to provide the other Parties with all information necessarily required for the purpose of Discussions.
- 2.6 Each Party shall use any Confidential Information which is received from the other Party during the course of discussions or Discussions, only for the purposes for which it has been provided, and shall prevent third parties from gaining access to it and treat it in the same way as its own business secrets.
- 2.7 Confidential Information may only be disclosed to the Party's directors, officers or employees who need to know such Confidential Information and who agreed to be bound by the provisions of this MoU.
- 2.8 The term "Confidential Information" also includes without limitation trade secrets, commercial and financial information, inventions, know-how, practical experience, methodology, technical and scientific data, specifications and formulae, drawings, designs or software and which each Party has the right to and deems necessary to disclose. Confidential Information will be disclosed either in writing, by delivery of items, documents, listings by initiation of access to information, such as may be contained in a data base, or by oral and/or visual presentation. If information is disclosed orally or otherwise in a non-tangible form it shall be identified as confidential at the time of its disclosure and a written memorandum identifying such information in summary forms and stating the same to be confidential shall be delivered to the

recipient within thirty (30) days of such disclosure”.

- 2.9 This confidentiality obligation shall not apply to information which is generally known, which can be shown to have been produced by a third party which is independent of the recipient, or which has been acquired from a third party without non disclosure obligation to the disclosing Party or which is independently developed by the recipient. This obligation shall likewise not apply if a Party is required by statutory regulations to reveal any of the information it has obtained or which is independently developed by the recipient. This obligation shall survive for a period of 5 years after this MoU has lost its force.
- 2.10 For a period of five years after signature of this MoU a Party shall not, without the prior written consent of the other Party, directly or indirectly, and whether alone or jointly with or through any other person solicit or endeavour to entice away any employee of the other Party.

3 Miscellaneous

- 3.1 Additions and amendments to this MoU shall only be valid if made in writing. The requirement of the written form can only be waived in writing.
- 3.2 This MoU shall become effective upon signature by all Parties. It shall terminate when the Contract has been concluded or in the event of the Discussions being terminated but in no case later after expiration of 12 months after signature of this MoU. Sections 2 shall survive termination.
- 3.2 This MoU supersedes and replaces all previous agreements between the Parties, either in oral or in writing.

This signed at Amsterdam on [_____]

[_____]

[_____]