

## Publication Consent

**Whereas** the project led by Shavit Ben-Arie concerning the production of a Catalogue Raisonné (hereinafter: "**the Project**") of all the art works of painter and illustrator Moses Maimon (hereinafter: "**Maimon**").

**And whereas** the main purpose of the Project is to preserve and present the history of Maimon's complete works and document his complete life work by creating a catalogue raisonné, both in print and on the Internet (both hereinafter: "**the Catalogue**"), which would constitute the complete compilation of Maimon's Works.

**And whereas** I, the undersigned, am the owner of the work (or works if more than one item) detailed in the Painting Registration Form attached to this Publication Consent Form which constitutes an integral part thereof (hereinafter: "**the Work**").

**And whereas** I consent to have the Work published in the Catalogue.

### **I therefore declare and agree to the following:**

1. I hereby state that I am the owner of the Work and that no other person or entity has rights to it and/or in it and/or demands as to its ownership and/or any other entitlement in it.
2. I hereby state that the description of the Work (hereinafter: "**the Work's Details**") is as detailed in **the Painting Registration Form**.
3. I hereby attach a photograph (or photographs, if more than one item) of the Work (hereinafter: "**the Photograph**"). The Photograph was taken by myself and/or by someone on my behalf, and I own all the rights to the Photograph and there is nothing preventing me from transferring my rights in the Photograph, as detailed in this Obligation Form. The Photograph is attached to the Painting Registration Form and constitutes an integral part thereof.

### **The Permitted Use**

4. I hereby grant permission to the Project for any use of the Work's Details and the Photograph, for no consideration, and without any time and/or territorial limits, *inter alia*, through use of the Photograph and/or the Work's Details for its perpetuation and/or as a part of the Catalogue and/or for the Catalogue's publication and/or in any other manner the Project sees fit.
5. I fully transfer all my copyrights in the Photograph to the Project, including the moral right, and state that there is nothing to prevent the Project from using the Photograph.
6. I hereby state that I am aware that the publication of the Work's Details and/or the Photograph in the Catalogue and/or in any other manner will be executed at the sole discretion of the Project, whether it be alongside other works and/or photographs, separately, or in any other manner.

7. I hereby state that I am aware that the Project is not obligated to include the Work's Details and/or the Photograph in the Catalogue, and that the Project is entitled to add them to the Catalogue and/or omit them from it and/or to use them in any other way according to the Project's sole discretion in whole or in part.
8. I hereby state that I am aware that the Project is entitled to update the Catalogue according to its exclusive discretion, and that as a part of this update the Project is entitled to change the Works, the Work's Details, and the Photograph that are included in the Catalogue whether through changing them, adding other works and/or other photographs and/or omitting them, and all the above, according to sole discretion of the Project and without notice to myself.
9. I hereby state that the Project is entitled to publish the Work's Details and/or its Photograph separately and/or alongside other Works and/or other Photographs and that I will not have any claim regarding this matter.

### **Disclaimers**

10. I hereby declare that I did not pay and did not receive any consideration for the Work's and/or the Photograph's inclusion in the Catalogue and/or for any other use that I have permitted to be made with the Work's Details and/or the Photograph, and that I am not entitled to receive any fee or consideration for any of the above.
11. I hereby agree not to file any lawsuit and/or claim regarding the use of the Work's Details and/or the Photograph, including but not limited to filing injunctions in order to prevent the publication of the Work's Details and/or the Photograph within the Catalogue and/or the publication of the Catalogue itself and/or for any other use arising from the inclusion or non-inclusion of the Work's Details and/or the Photograph in the Catalogue, and/or for any other use that will be made of the Work's Details and/or Photograph.
12. Without derogating from the above:
  - . I state that I am aware that the use of the Work's Details and/or the Photograph may not conform to my expectations and commit that I will not have any claims regarding this matter.
  - a. I waive my right to complain and/or sue regarding any flaw and/or mistake that may occur with the publication of the Work's Details and/or Photograph in the Catalogue and/or any other use that will be made with these materials.
  - b. I waive my right to complain or sue regarding the decision of the Project to include or omit the Work in the Catalogue and/or in any other publication that will be made by the Project, and state that I am aware that the publication or omission of the Work in the Catalogue should not be considered to be an opinion regarding its authenticity as

a Maimon work, and agree to the effect that the omission of a Work from the Catalogue will not affect the Work's value in any way.

- c. In the event that I request to publish the Work of which I am the owner anonymously, I hereby declare that if a mistake is made and my personal details and identity as the owner of the Work are published, I waive any claim in this matter, as long as the publication of my name was not malicious.
- d. I hereby release you of all responsibility if, as a result of publication of the Work in the Catalogue, or through any other action of the Project, any third party may claim ownership to the Work.

### **Compensation**

13. I hereby undertake to compensate the Project for any damage that the Project may incur as a result of using the Work's Details and/or the Photograph that I have provided. I obligate that if a demand and/or lawsuit is brought against the Project and/or someone on its behalf, regarding an action that has been taken regarding the Work's Details and/or Photograph, including but not limited to a demand and/or lawsuit in the matter of copyrights infringement or any other matter, I will compensate the Project and/or pay for any damages the Project will suffer in that matter, without derogating from any additional right to which the Project is entitled to by law.

### **General**

- 14. The competent courts in Israel will have sole jurisdiction over any and all disputes that may arise with regard to this Obligation Form and/or any of its Clauses.
- 15. Any and all disputes that may arise with regard to this Obligation Form and/or any of its Clauses shall be governed exclusively by the applicable Israeli law.

**I HEREBY AGREE TO ALL THE TERMS IN THIS PUBLICATION  
CONSENT FORM**

**SIGNATURE:** \_\_\_\_\_

## Painting Registration Form

Please complete one form per each work of art.  
Send this form along with the required photograph of the work.

### WORK OF ART

Title of Work \_\_\_\_\_  
(if title of work is unknown, please write "unknown")

Date of Work (as accurately as possible): \_\_\_\_\_

Medium and Material (e.g. oil on canvas, oil on cardboard, etc.):

\_\_\_\_\_  
\_\_\_\_\_

Exact dimensions of the work in centimeters or inches (excluding frame):

Height: \_\_\_\_\_ Width: \_\_\_\_\_ cms./inches

Is the work signed and/or dated? \_\_\_\_\_

Please note any labels, inscriptions, notations, or markings either on the back of the work or the frame, and their location:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

—  
Condition of painting (e.g excellent; loose canvas; slight scratches/tears; requires restretching, restoration, cleaning, etc):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Has the work ever been restored, restretched, relined or otherwise conserved?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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If so, is there a conservations report? \_\_\_\_\_

## PROVENANCE

Date and source of acquisition by present owner:

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Please include any photocopies of relevant information regarding the purchase of the painting (e.g. letters, receipts, auction catalogues, invoices, etc.).

Known former owners (including auctions houses and galleries):

1. \_\_\_\_\_ Period: \_\_\_\_\_
2. \_\_\_\_\_ Period: \_\_\_\_\_
3. \_\_\_\_\_ Period: \_\_\_\_\_

Known exhibitions where the work was presented:

1. Exhibition: \_\_\_\_\_  
Location: \_\_\_\_\_ Period: \_\_\_\_\_
2. Exhibition: \_\_\_\_\_  
Location: \_\_\_\_\_ Period: \_\_\_\_\_
3. Exhibition: \_\_\_\_\_  
Location: \_\_\_\_\_ Period: \_\_\_\_\_
4. Exhibition: \_\_\_\_\_  
Location: \_\_\_\_\_ Period: \_\_\_\_\_

Known books, articles or catalogues in which the work has been cited or reproduced:

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## **PHOTOGRAPHS**

It is very important to submit a photograph of the painting for the sake of accurate identification. Preferred photographs are professional transparencies or prints of at least 4"x5" or larger. If these are not available, high-quality prints or digital photographs (at LEAST 3 megapixels) will be accepted.

Is there a professional photograph of the painting available? \_\_\_\_\_  
If so, please name the photographer and date of the photograph.

Do you have other photographs or copies of documentation concerning the painting that could be submitted towards the research of the project ? (e.g. archival photographs, personal family photographs including the painting, etc.)

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## **DETAILS OF PRESENT OWNER**

Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

Collection Credit as you wish your name to appear in the catalogue raisonné (if you wish to remain anonymous, your work will be designated as belonging to a "private collection"): \_\_\_\_\_