



Reykjavíkurborg

Borgarstjórnin í Reykjavík

Reykjavík, 22. júní 2021

R21060076

320

Borgarráð

### ***Stofnun Listasafns Nínu Tryggvadóttur***

Lagt er til að borgarráð samþykki að veita borgarstjóra heimild til að undirrita hjálagðan samning fyrir hönd Reykjavíkurborgar um gjöf til stofnunar Listasafns Nínu Tryggvadóttur. Jafnframt er lagt til að borgarráð samþykki að stofna Listasafn Nínu Tryggvadóttur sem stofnun Reykjavíkurborgar samkvæmt hjálagðri samþykkt. Samþykkt fyrir safnið verði send forsætisnefnd til umfjöllunar.

Dagur B. Eggertsson

Hjálagt:

Bréf staðgengils sviðsstjóra menningar- og ferðamálasviðs varðandi stofnun Listasafns Nínu Tryggvadóttur, dags. 18. júní 2021, ásamt fylgigögnum.



samninginn.

Jafnframt er lagt til að borgarráð samþykki að stofna safnið samkvæmt samþykkt. Lagt er til að safnið hafi að skipa sérstakri stjórn og safnstjóra samkvæmt því sem greinir í samningi aðila. Safnið mun vera sérstök stofnun Reykjavíkurborgar undir menningar- og ferðamálasviði.



Huld Ingimarsdóttir  
staðgengill sviðsstjóra Menningar- og ferðamálasviðs

Hjálagt:  
Samþykkt fyrir safn Nínu Tryggvadóttur  
AIMS & SCOPE + NT LIFE & TIME  
Icelandic Will  
Samþykkt fyrir safn Nínu Tryggvadóttur - á ensku

## Samþykkt fyrir Safn Nínu Tryggvadóttur

### I. KAFLI

#### Um stjórnun safnsins og verkefni þess

##### 1. gr.

Safn Nínu Tryggvadóttur er stofnun Reykjavíkurborgar. Safnið er stofnað að frumkvæði dóttur Nínu Tryggvadóttur, Unu Dóru Copley, og eiginmanns hennar heitnum, Scott Jeffries. Safnið er í austurhluta Hafnarhússins, Tryggvagötu 17 101 Reykjavík og er starfssvæði þess Reykjavík.

Sérstök stjórn fjallar um málefni safnsins og starfar í umboði menningar-, íþrótt- og tómstundaráðs. Stjórnina skipa fimm stjórnarmenn. Tveir stjórnarmenn skulu skipaðir af Unu Dóru Copley og þrír af menningar-, íþrótt- og tómstundaráði til fjögurra ára í senn.

Formaður menningar-, íþrótt- og tómstundaráðs Reykjavíkurborgar er einn stjórnarmanna og er jafnframt formaður stjórnarinnar. Á fyrsta fundi stjórnar að lokinni skipun skal varaformaður og ritari stjórnar kjörinn. Stjórn safnsins heldur fundi eftir því sem þurfa þykir og ræður meirihluti atkvæða úrslitum um einstök málefni á fundum.

Þegar Unu Dóru nýtur ekki lengur við skal Samband íslenskra myndlistarmanna og Listaháskóli Íslands skipa tvo fulltrúa í stjórn. Tilnefningum um skipan stjórnar safnsins skal skilað skriflega til menningar-, íþrótt- og tómstundaráðs a.m.k. 20 dögum áður en skipun fyrri stjórnar rennur sitt skeið á enda.

Stjórn safnsins hefur eftirlit með rekstri þess og að samþykkt og stefnu þess sé fylgt og gerir tillögur til menningar-, íþrótt- og tómstundaráðs um stefnumörkun í málefnum safnsins. Stjórn safnsins er að öðru leyti í höndum safnstjóra safnsins.

Safnstjóri ber ábyrgð á rekstri og stjórnsýslu safnsins, þ.m.t. fjármálum, starfsmannamálum og á framkvæmd ákvarðana stjórn safnsins. Safnstjóri ber ábyrgð á faglegri starfsemi safnsins, skipuleggur sýningar þess og viðburði, varðveislu safneignar og ber ábyrgð á viðhaldi búnaðar safnsins í samráði við umhverfis- og skipulagssvið Reykjavíkurborgar. Safnstjóri gerir tillögur að sýningum og viðburðum til næstu tveggja ára, þ.m.t. kostnaðaráætlun fyrir hvert og eitt atriði, og fjárhags- og starfsáætlun við stjórn þess. Safnstjóri skal ráða fjármálastjóra safnsins og annað starfsfólk safnsins.

Rekstrarkostnaður safnsins greiðist úr borgarsjóði í samræmi við fjárhags- og starfsáætlun ár hvert. Safnið er ekki rekið í hagnaðarskyni og skal allur arður af starfsemi safnsins renna til safnsins sjálfs. Stjórn safnsins og safnstjóri skulu árlega útbúa skýrslu til menningar-, íþrótt- og tómstundaráðs um fyrirhugaða starfsemi safnsins til næstu tveggja ára.

Stjórnin skal einnig taka endanlegar ákvarðanir um málefni sem varða verk Nínu Tryggvadóttur. Stjórnin skal halda gerðabók og senda eftirrit fundargerða til menningar-, íþrótt- og tómstundaráðs til samþykktar.



Launakostnaður stjórnarmanna skal greiddur af safninu.

2. gr.

Safn Nínu Tryggvadóttur starfar samkvæmt safnalögum nr. 141/2011 og lögum um skil menningarverðmæta til annarra landa nr. 57/2011. Safnið og stjórn þess starfa í samræmi við siðareglur ICOM, Alþjóðaráðs safna.

3. gr.

Una Dóra Copley mun gefa safninu listaverk eftir Nínu Tryggvadóttur sem endurspeglar allan feril listakonunnar eða frá námsárum og til loka ferilsins. Um er að ræða málverk, teikningar, glerverk og vatnslitamyndir, eða um það bil 1.500 verk.

Safn Nínu Tryggvadóttur skal varðveita listaverkæign safnsins með þeim hætti að borgarbúar og aðrir gestir hafi sem bestan aðgang að þeim. Listaverkæign Safns Nínu Tryggvadóttur samanstendur fyrst og fremst af listaverkum eftir Nínu Tryggvadóttur en einnig af listaverkum eftir aðra listamenn.

**Helstu verkefni Safns Nínu Tryggvadóttur**

1. Safnið skal vinna að því að dýpka skilning manna á hlutverki abstrakt listar og áhrif þess á líf manna og list.
2. Safn Nínu Tryggvadóttur skal halda úti sýningum sem byggja á ferli Nínu Tryggvadóttur og á öðrum verkum sem kveikja áhuga á abstrakt list.
3. Safnið skal eftir fremsta megni rannsaka listaverkæign sína og styðja við fræðiskrif um safneignina.
4. Safn Nínu Tryggvadóttur skal ekki einungis heiðra minningu Nínu Tryggvadóttur með sýningarhaldi heldur einnig með fyrirlesturum, leiðsögn um safnið og upplýsingamiðlun í samræmi við fjárhags- og starfsáætlun hvers árs.
5. Safn Nínu Tryggvadóttur skal efna til kynninga á verkum safnsins og starfsemi þess, meðal annars með leigu listaverka til borgarstofnana og útlánum til sýninga utan safnsins.

4. gr.

Safn Nínu Tryggvadóttur skal opið almenningi á auglýstum tímum.

Safnið og starfsemi þess skal kynnt almenningi, ferðamönnum og nemendum í samráði við skólayfirvöld í Reykjavík.

Safn Nínu Tryggvadóttur er heimilt að taka aðgangseyri og gjald fyrir veitta þjónustu í samræmi við fyrirmæli í 19. gr. safnalaga nr. 141/2011. Gjöld skulu innheimt samkvæmt gjaldskrá sem staðfest er af borgarstjórn. Allur arður af starfsemi safnsins rennur til safnsins sjálfs. Nemendur fá þó aðgang að safninu án gjaldtöku í skipulögðum námsferðum.

5. gr.

Safnstjóri er ráðinn samkvæmt reglum Reykjavíkurborgar um ráðningu safnstjóra að höfðu samráði við stjórn safnsins. Safnstjóri skal hafa sérfræðimenntun og staðgóða

þekkingu á abstrakt list og starfsemi og rekstri listasafna. Starfið skal auglýst samkvæmt samþykkt um stjórn Reykjavíkurborgar. Hægt er að framlengja ráðningu safnstjóra einu sinni til næstu fimm ára samkvæmt reglum Reykjavíkurborgar þar um.

6. gr.

Meðferð verka í eigu safnsins skal lúta gildandi höfundalögum á hverjum tíma og þess sem greinir í samningi Unu Dóru Copley og Reykjavíkurborgar um stofnun safnsins.

## II. KAFLI

### Listaverkakaup og gjafir

7. gr.

Stjórn annast kaup listaverka eftir Nínu Tryggvadóttur til safnsins í samræmi við fjárheimildir í fjárhagsáætlun safnsins. Þá getur safnstjóri ráðstafað allt að 20% af ráðstöfunarfé til kaupa verka án afskipta stjórnarinnar.

8. gr.

Stjórn fjallar um gjafir sem safninu eru boðnar og metur hvort þær skuli þegnar með hliðsjón af stefnu og tilgangi safnsins. Þótt safnið veiti listaverki viðtöku sem gjöf má það eigi takast á hendur kvaðir um aðra meðferð þess en annarra listaverka safnsins; þó getur borgarráð veitt undanþágu frá þessu ákvæði ef sérstök rök mæla með því. Gjöf skal fylgja gjafabréf. Gjafir og fjárframlög til safnsins eru frádráttarbær til skatts, sbr. ákvæði laga um tekjuskatt nr. 90/2003.

Óheimilt er að selja eða farga safngripum.

## III. KAFLI

### Um ráðstöfun safnkosts verði safnið lagt niður eða rekstrarformi breytt

9. gr.

Verði safnið lagt niður eða rekstrarformi breytt skal Reykjavíkurborg varðveita og ráðstafa safnkosti þess að fenginni tillögu menningar-, íþrótt- og tómstundaráðs eða samsvarandi menningarráðs Reykjavíkurborgar í samráði við Listasafn Íslands, sbr. 12. gr. og 16. gr. safnalaga nr. 141/2011. Öðrum eignum verður ráðstafað að höfðu samráði við mennta- og menningarmálaráðuneyti.



**AIMS & SCOPE FOR THE NINA TRYGGVADOTTIR MUSEUM OF ART**  
**- AND A LOOK INTO NINA TRYGGVADOTTIR'S LIFE AND TIMES**

Nina Tryggvadottir was born in 1913, early in a century of change and invention. During her youth, travel abroad involved traveling by boat. Airplanes became useful for passenger travel in 1939 when Nina was 26 years old.

Nina lived the life of an international person. She left Iceland to study painting at the Royal Academy in Copenhagen. She lived in Paris, in London, ...and in New York - there, she became a part of a burgeoning ferment of artists from all over the world who were in search of open skies, exploration in art and ideas and who converged in New York City at a very exciting time to be there. Nina was one of the first artists of her group of friends to have one-person shows on 57th Street (at the New Art Circle). Her first solo exhibition there in 1945 was simultaneous with her friend Jackson Pollock's first New York solo show.

With her husband, artist Alcopley, Nina navigated the world of visual arts, contemporary music, contemporary dance, poetry, and philosophy. As Icelanders tend to do, she found herself in the epicenter of the pulse of what was happening at the time - not just in New York, but also in Paris, London, Stockholm, Rome, Milan, Copenhagen, Tokyo, and of course, in Reykjavik.

The wide open spaces and big sky of America seemed to be beaconing artists from all over the world as THE place to enjoy and apply freedom of expression. Both Nina and Al separately were drawn to America for this reason. Al moved to the USA in 1935 and Nina arrived in New York in 1943. Never before in the course of art history had there been a time for pure painterly abstraction - as art... the art movement Nina and Al were both part of. They both were very knowledgeable and shared a passion for art and art history. Al, who witnessed book burnings as a student at Heidelberg University, and who left Germany to complete his studies in Switzerland met and became involved with the Dadaists there. Dresden, the city he grew up in, was the art capital of Germany during his youth and was a city that was very forward in exhibiting and promoting works by artists who were later thought of as producing "Degenerate Art". When he moved to New York, Al quickly became involved with the artists who prefer to be known as The New York School but are known world wide as First Generation Abstract Expressionists.

The painters of The New York School were crossing boundaries and exploring different avenues of paint and painting, stretching the limits and expansion of the surface plane and its borders, and working hard to create abstract works of art using the universal language of color and form. Faced with rejection, they pushed on to find their individual voices. Nina, Al, and their fellow Abstract Expressionist friends worked in what many of them later described as working "in darkness" or "in a cocoon". Not one of them ever considered or imagined that any one of them would ever become a household name. Their underground

exhibitions were an anticipated dialogue: the result of coming outdoors from their solitary work in their studios - or better yet - were forums for vivid conversations formulated by paint, color and form.

No matter where she was living, Nina returned to Iceland each summer until she died in 1968. Her husband Alcopley who fell in love with Iceland during his first visit there in 1950, established lifelong friendships with Iceland's notable artists, poets, writers, and more. Al visited Iceland every year until he died in 1992.

Nina and Al travelled widely in the 1950s and 1960s and kept abreast of what was happening in the international art scene. They both held many exhibitions internationally in various art meccas. Al's other life as a scientist also took him to conferences all over the world. Thus, Nina and Al had additional occasion to meet with notable people in the arts everywhere they travelled to, with whom they enjoyed exchanging ideas and bringing news of art and of artists they had come in contact with during their travels and explorations in the international art scene of their time.

Without the Abstract Expressionists' openness, vision, determination, courage, talent, and spirit of adventure forging new frontiers, today's international artists would not have this mountain to stand on. The backlash, once the AbEx artists became accepted and encouraged was intense and very harsh. After all, weren't they simply reaching out in conversation in the universal language of color, paint, and form? Isn't that a language that transcends all written and spoken languages? Yet many promising artists of their time were dismissed in favor of "The New Thing" which beginning late in the 1950s was Pop Art, which is based on the familiar comforts of shared memories triggered by popular national culture. Pop Art was succeeded and partnered by a parade of various other art styles that have their own recognition labels attached to them such as Op Art, Happenings, Pattern & Design (P&D), PhotoRealism, and so many more... But where would all of the artists of that time and of today be without the longterm positive impact of Abstract Art? How would contemporary art and today's artists have developed without the many intriguing open questions that Abstract Art brought to the table? The reality is, that the new "New Thing" has become part of the dialogue opened by the international artists known as Abstract Expressionists.

The vision Nina Tryggvadottir's Estate has for her museum is to create a safe place where all the variables of the "dialogue-without-words" that Nina and her colleagues began almost eighty years ago can be addressed in the form of exhibitions by international and local artists, as well as by friends and colleagues of Nina's, and by younger and young artists of note who participate in the question "What is art" and to the answer "This is art!"

The Nina Tryggvadottir Museum will be the first international art museum with emphasis on Abstract Art and the ensuing international dialogue it engendered.



**LAST WILL AND TESTAMENT  
OF  
UNA DÓRA COPLEY**

I, the undersigned, Una Dóra Copley, reg. ID no. 260551-7799, residing at 192 Eldridge Street, a.k.a 190 Eldridge Street / 54 Rivington Street, New York, NY 10002, USA, being of lawful age, sound mind and memory, and under no restraint, hereby make, publish, and declare this document, along with another Last Will and Testament, which is the same in substance but governed by the laws of New York, to be my Last Wills and Testaments, and hereby revoke any and all other wills and codicils heretofore made by me.

**Article 1**

I declare that I was married to Scott William Jeffries on 22 October 1994 who passed away on 22 January 2020. I further declare that I inherited his entire estate and was made the Executrix of his Last Will and Testament.

I declare that I have no children, nor did Scott Jeffries.

**Article 2**

I direct that all my just debts, testamentary and funeral expenses be paid of my estate as soon as may be convenient after my death.

**Article 3**

I declare that I give, devise and bequeath to The Nína Tryggvadóttir Museum of Art, a museum under the auspices of the City of Reykjavík, Registration ID: xxxxxx-xxxx (hereinafter referred to as the NTM), the following real estate, located in Reykjavík and New York, along with its contents wall to wall, as well as appurtenances and everything that should accompany the real estate in accordance with national legislation:

1. Tryggvagata 13, apartment 407, 101 Reykjavík, Iceland, registration number (Icelandic, *fastanúmer*) F235-6232.
2. Fálkagata 17, apartment 4V (01-0301), 107 Reykjavík, Iceland, registration number (Icelandic, *fastanúmer*) F202-8664.
3. Building on 192 Eldridge Street, a.k.a. 190 Eldridge Street / 54 Rivington Street, New York, NY 10002, USA (Manhattan: Block 416 Lot 39).

#### **Article 4**

It is my desire that the Museum explores all options to maximize the value of my estate for the benefit of the Museum. Especially the benefits of fully renting my building in New York City at 190 Eldridge Street / 54 Rivington Street at market value; and that the rental proceeds from my Manhattan real estate are put in service toward day-to-day expenses of the NTM.

Along with the above mentioned real estate, I declare that I give, devise and bequeath to the NTM the residue and remainder of my estate, both real and personal, of whatsoever kind and nature, and whatsoever situated, located wall to wall in New York, Iceland and elsewhere, including artwork, bank deposits, bonds and other assets I might have, shall also be inherited by the NTM and put in service to the NTM even if they are not specifically noted in this Last Will and Testament.

#### **Article 5**

This bequeathal is within the authority of the law and does not interfere with the rights of compulsory heirs as there are none.

#### **Article 6**

I wish to be cremated and then interred at the cemetery in Garðakirkjugarður in Álftanes, Iceland. I also wish that my beloved husband, Scott Jeffries' cremated remains will be next to mine.

#### **Article 7**

This Will and Testament cannot be changed or canceled except with a written consent by the Nína Tryggvadóttir Museum of Art / City of Reykjavík.

A Last Will and Testament written after this Last Will and Testament, concerning the assets stated in Article 3 and 4, does not take effect, except with a written consent by the Nína Tryggvadóttir Museum of Art / City of Reykjavík.

#### **Article 8**

This Will shall be subject to Icelandic Law on Inheritance no. 8/1962.

#### **Article 9**

I sign this Will in the presence of two witnesses and a Notarii Publici. This Will is signed in four identical copies, one copy for the undersigned, Una Dóra Copley, one copy for the

City of Reykjavík, one copy for the NTM, and one shall be kept at the offices of LOGOS Legal Services, Efstaleiti 5, 103 Reykjavík, Iceland.

New York, **[date]**

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Una Dóra Copley



**Declaration of Witnesses and Notarii Publici**

We, the undersigned, have been convened to certify that the above Will, dated **[date]** was today signed by Una Dóra Copley, reg. ID no. 260551-7799, residing at 192 Eldridge Street, a.k.a. 190 Eldridge Street / 54 Rivington Street, New York, NY 10002, USA, in our presence. We certify that Una Dóra Copley is in good mental health and has signed the Will voluntarily.

New York, **[date]**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Passport no.

\_\_\_\_\_  
Passport no.

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
City, State and Zip Code

Sworn to before me on this  
\_\_\_\_ day of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Notarii Publici  
Commission expires: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

**AGREEMENT REGARDING BEQUEST AND ESTABLISHMENT OF  
THE NÍNA TRYGGVADÓTTIR MUSEUM OF ART**

**Article 1**

**Parties to the Agreement**

The undersigned, Una Dóra Copley, domiciled at 190 Eldridge Street / 54 Rivington Street, New York, NY 10002, United States (hereinafter referred to as the **Donor**) and the City of Reykjavík, Id. no. 530269-7609, offices at City Hall, 101 Reykjavík (hereinafter referred to as the **City**), hereby enter into the following Agreement regarding Bequest and Establishment of the Nína Tryggvadóttir Museum of Art (hereinafter referred to as the **NTM**).

**Article 2**

**Background and Purpose**

On 11 May 2018, the Donor and Scott Jeffries on one hand, and the City on the other signed a Memorandum of Understanding (hereinafter referred to as the **MOU**) regarding the establishment of the NTM. The City Council approved the MOU and the time limits for necessary documentation have been extended three times because of duress due to Scott Jeffries' sudden fatal illness and by the Covid19 pandemic.

It is stated in the MOU that the Donor and Scott were willing to donate works of art which they own that were created by the parents of the Donor, Nína Tryggvadóttir (hereinafter referred to as **Nína**) and Alcopley as well as other works of art from their art collection, on the irrevocable condition that the City will establish, finance and run the NTM. The MOU states that the principal assets of the Donor are art collections and library, and real estates in New York and Reykjavík. The assets are being given in two phases, i.e. Phase 1, as Living Bequest (see Article 4) and Phase 2, as Bequest (inheritance post mortem, see Article 5).

Subsequent to the signing of the MOU, Scott Jeffries passed away and Una Dóra Copley therefore remains the sole Donor in accordance with this Agreement.

**Article 3**

**Cataloguing of the Works of Art**

As per Article 2 and the MOU, the Donor undertakes to give to the NTM works of art by Nína, Alcopley, and other selected works of art prior to Donor's death. This is considered Phase 1 of the bequest process to establish the NTM (Living Bequest, Icelandic: *gjöf í lifanda lífi*).

The Donor will submit a list of all the works that will be delivered in Phase 1 to the City when ready. The City will provide the Donor with professional assistance to catalog the artwork that will constitute the Living Bequest. The list shall have details on the works of art by Nína which are estimated to be around 1500 individual works of art, and will specify the work of art by Alcopley, Scott Jeffries, and other artists in Phase 1 of the Bequest, i.e. which comprise works of art the Donor will give to the City on behalf of the NTM as a Living Bequest.

The rest of the Donor's collection of thousands of artworks, in addition to all other assets, will constitute part of Phase 2 of Donor's Bequest to the NTM upon Donor's death, i.e. inheritance post mortem. The Donor shall upon her request receive professional assistance by the City to catalog Nína's artwork that is to be delivered in Phase 2.

The list of Nína's artworks will not be shared by the City, or with Sarpur or with anyone else until after the artworks included in Phase 1 have been introduced to the general public at the inaugural exhibition at the NTM's new housing. The compilation of list of artworks by Nína are for clarification of the extent of the gift, insurance and shipping purposes only. A list of the art created by Nína that will represent Phase 1 shall be made available prior to delivery of Phase 1 and both Parties shall have a copy in their possession. Notwithstanding the above mentioned the City shall always be permitted to share information regarding or received under this Agreement if required to do so by law.

#### **Article 4**

##### **The Living Bequest: Phase 1**

The initial part of the Bequest will include majority of the works by Nína in Donor's care. This is termed as Phase 1 as set out in the MOU and concerns about 1500 individual works of art created by Nína, from every period of her career as an artist, and of various types, including paintings, drawings, glass art, collages, watercolors, gouaches, designs for church windows and designs for other public works, as well as Nína's original childrens' books. The Living Bequest is designed to reflect the career of Nína in an integral manner.

A list for Phase 1 of the Bequest will be completed as soon as circumstances allow and when it is completed will subsequently form a part of this Agreement.

#### **Article 5**

##### **Bequest post mortem: Phase 2**

The Donor undertakes to make specific last Wills and Testaments wherein it is stated that the NTM will be the Donor's beneficiary to all her assets, upon the Donor's death. In order to simplify the inheritance process, which will be conducted in separate jurisdictions with real estate and movables in both places, the Donor will enter into two Last Will and Testament, but which shall



be the same in substance, i.e. with the NTM as sole beneficiary. One Will shall be governed by Icelandic law and the other by the laws of New York. The Will governed by Icelandic law is attached hereto as Appendix I. The only difference between the two Wills will be the governing law and in the case of New York Will, there shall be named an Executor. The Donor intends to safeguard her assets without any dictation by the City.

The NTM will inherit artwork created by Nína which has not already been delivered in accordance with Article 4, artworks owned by the Donor, a library of more than 1,000 books on art, various additional collections, and all real estate owned by the Donor, along with any other assets wall to wall of the Donor, in addition to which the copyright to artwork created by Nína, Scott Jeffries, Alcopley and the Donor will be transferred to the NTM under the terms of the Will as Phase 2.

The Donor may not alter or revoke the Wills that are made in accordance with this Agreement, except with the written approval of the City, and this shall be specified in the Wills, except that the Donor may change the name of the Executor for the New York Will by mutual agreement with the City.

Three originals of each of the Wills shall be made. One original shall be delivered to the City for safekeeping, the Donor shall keep one original, and the Icelandic law firm LOGOS legal services (c/o Heiðar Ásberg Atlason) shall keep one original. The aforesaid Wills and their content are part of this Agreement between the Parties.

## **Article 6**

### **Transfer of Ownership**

The Donor shall ensure that there is no impediment on her part to the City taking possession over her assets on behalf of the NTM. For this purpose, information shall be submitted regarding the Donor's certificates of title to real estate in New York and Iceland, encumbrances and appurtenances thereof, and also to attest that the Donor is free from any debt to tax authorities and official bodies in the United States and Iceland. The Donor shall submit the aforesaid documents before the signature of this Agreement.

## **Article 7**

### **Copyright**

The copyright to the artworks which the NTM will receive in accordance with Articles 4-6 will be transferred upon delivery thereof in each Phase of the Bequest. The NTM has the authority to use and exhibit the artwork in any manner it sees fit after delivery thereof, without special payment to the Donor, such as in exhibition catalogues, brochures, on postcards and in advertisements in the media, with due consideration of the Donors' rights in accordance with Article 4 of the Copyright Act no. 73/1972.

## **Article 8**

### **Transportation and Treatment of Works of Art**

The works of art shall be considered delivered to the NTM at the Donor's home and atelier at 190 Eldridge Street, New York, NY 10002, USA. The works of art shall be delivered without any wrapping or packaging. The City shall assume all risk, responsibility and expense in connection with the works of art after their delivery in New York.

The City on behalf of the NTM shall, at its own risk, responsibility and expense, arrange the packaging, safe transportation and customs clearance with regard to the works of art on their journey from the place of delivery in New York to Reykjavík. The City is at liberty to hire such parties to arrange the required packaging and transportation as it sees fit, where applicable in accordance with such obligations that apply to the City of Reykjavík under the Act on Public Procurement no. 120/2016. The works of art shall be packaged in such manner that they will emerge unscathed from any form of transportation that is arranged for bringing them from the site of delivery in New York to delivery to the NTM in Reykjavík.

The City shall pay all customs duties, fees and other costs in connection with exporting the works of art from the United States and importing them to Iceland. The City undertakes to take out insurance for the works of art at its own expense for the duration of the transportation thereof between the site of delivery in New York to Reykjavík in accordance cargo insurance clauses A.

## **Article 9**

### **The City's Obligation and Responsibility**

The City on behalf of the NTM may not sell or otherwise dispose of the works of art which the NTM receives in accordance with this Agreement to any third party. The aforesaid nevertheless does not restrict the authority of the NTM has to loan any artwork for exhibition purposes.

## **Article 10**

### **Establishment of the NTM**

The City shall establish a specific museum fully named "The Nína Tryggvadóttir Museum of Art" (NTM), which shall be dedicated to exhibiting the artwork created by Nína, and to exhibitions devoted to the dialogue ignited by abstract art. The NTM shall be independent institution of the City (Icelandic, *sjálfstæð stofnun borgarinnar*) and recorded as such at the Ministry of Justice and the Museum Council (Icelandic, *Safnaráð*). Articles of Incorporation for the institution shall be attached hereto as Appendix II.

The NTM shall maintain and safeguard the works of art which it will receive under this Agreement and exhibitions of Nína's oeuvre shall be a regular feature of NTM's activities. The NTM shall also



share information about Nína and honor her memory. See Aims and Scope for the NTM in Appendix III.

The NTM shall not be run for profit but rather its main purpose shall be to preserve the art created by Nína Tryggvadóttir, to give the general public the opportunity to enjoy her art, and to promote Nína's contribution to the visual arts as part of the development of international and Icelandic cultural and educational activities. The operation of the NTM shall be in accordance with the Museum Act no. 141/2011, and subject to the Code of Ethics established by the International Council of Museums.

## **Article 11**

### **Management and Operation of the NTM**

The City shall operate the NTM as an independent city institution, and the NTM shall structurally be located under the control of the Department and Council that is in charge of Cultural matters, currently the City of Reykjavik Department of Culture and Tourism (Icelandic, *menningar- og ferðamálasvið*). In other respects, the NTM's management is in the hands of its Managing Director/Curator and its Board of Directors.

The Managing Director/Curator shall have qualifications in art history and abstract art, and a sound knowledge of the activities and operations of art museums. The NTM shall furthermore have a specially appointed bursar.

The NTM's operating costs are paid from the Municipal Treasury according to each year's budget and plan.

## **Article 12**

### **Board of Directors of the NTM**

The NTM shall have an independent and active Board of Directors who shall be composed of five members. The Donor shall nominate two Board Members in her own lifetime. The remaining Board Members shall be nominated by The Department of Culture of the City of Reykjavik. After the Donor has passed away, the Association of Icelandic Visual Artists (Icelandic, *Samband Íslenskra Myndlistarmanna*, abb. SÍM) and Iceland University of the Arts (Icelandic, *Listaháskóli Íslands*, abb. LHÍ) shall each appoint one board member on her behalf and those members should have relevant experience and background in abstract art and/or art history.

Board members shall be either domestic or international and their remuneration shall be paid out of the annual budget of the NTM.



## **Article 13**

### **Housing of the NTM**

The NTM shall have secure housing in 101 Reykjavík at Hafnarhúsið with the agreed upon square meters.

The City has issued a declaration of intent to purchase the Associated Icelandic Ports' (Icelandic, *Faxaflóahafnir*) share in Hafnarhúsið, i.e. specifically the top two floors at Tryggvagata 17, 101 Reykjavík (real estate number 200-0240), to house the NTM's activities. The City shall conclude the purchase of the housing no later than 90 days after the signing of this Agreement. The City shall pay all cost in connection with the procurement and any improvements required with regard to the housing.

The City shall ensure that the housing for the NTM will be equipped in such manner as to meet all major conditions of Article 4 of the Regulation on official recognition of museums no. 900/2013, as well as any conditions that are imposed based on the aforesaid Regulation. This Regulation and any conditions derived from it will jointly form the basis for requirements regarding the circumstances of museums that have been established in Iceland, and the Parties are in agreement that the housing for the NTM shall meet those requirements. Insofar as consistent with the aforesaid requirements, the City agrees to consult with the Donor before all major decisions be made regarding the housing of NTM such as regarding the appropriate size, location and surroundings that are suitable for Nína's art collections as per Article 3.3 of the MOU. The Donor shall also have an opportunity to take part in discussions regarding decisions concerning the design and completion of NTM's housing. At least 2/3 and no less than 2/3 of the housing that will be purchased shall be for the sole usage of the NTM and will be used to accommodate the NTM's many activities.

## **Article 14**

### **Permanent and Other Exhibitions**

The Parties aim to ensure that artwork created by Nína is always on display in at least two exhibition halls of the NTM. In addition, the NTM shall include at least three exhibition halls for works by invited artists, whereof one hall shall be dedicated to abstract art.

The NTM shall also include: storage rooms for Nína's artworks; a hall to store artworks by visiting artists prior to installation and post exhibition to ensure protection of their artworks from injury; storage for the NTM's art collections; storage for other assets of the NTM; a working space with facilities for the conservation, preservation and repair of artwork; offices for staff; a reading room/library for the use of scholars in their work and for storing an extensive collection of books on art and related subjects; lecture/event hall; museum store; and coffee shop.

The NTM shall promote and support the publication of scholarly works about art and the oeuvre of Nína.

#### **Article 15**

##### **Operational Expenses of the NTM**

The City shall pay all operational expenses of the NTM, including operational expenses relating to the housing thereof, in accordance with an approved budget and operational plan for each year.

#### **Article 16**

##### **Artist-in-Residency Program**

The City shall establish an *Artist-in-Residency Program* on behalf the NTM using the Donor's Properties in Iceland as residency after the passing of the Donor.

#### **Article 17**

##### **Taxes and Other Costs**

The City guarantees to indemnify the Donor with regard to any taxes or expenses which the Donor may have to pay in connection with any arrangements which she may have to make in accordance with this Agreement. The Parties agree to work together towards implementing the content of this Agreement in the manner most economically favorable to the Parties with regard to taxes and other expenses. To this end of minimizing tax liabilities in the United States, the City shall apply for recognition by the Internal Revenue Service (hereinafter referred to as IRS) of the NTM as Educational Non-Profit Charitable Organization.

The City shall pay reasonable expenses (such as for consultation regarding legal and/or tax matters) which the Donor has incurred in connection with making this Agreement and the Wills in accordance with the Agreement, and in connection with other related legal instruments or arrangements mentioned therein. After the signing of this Agreement the Donor needs prior approval from the City before incurring further costs.

#### **Article 18**

##### **Language and Copies**

This Agreement is entered into in English.

This Agreement shall be made in three originals. The Donor and the City shall keep one original and the Icelandic law firm LOGOS legal services (c/o Heiðar Ásberg Atlason) shall keep one original.

## **Article 19**

### **Jurisdiction and Venue**

This Agreement is subject to Icelandic law. Any disputes with respect to this Agreement shall be brought before the District Court of Reykjavík for resolution.

## **Article 20**

### **Reservation of approval**

The City enters into this Agreement with the reservation that it shall be subject to the approval of the City Council (Icelandic, *borgarráð*). If the City Council or, as the case may be, the Municipal Government (Icelandic, *borgarstjórn*), does not approve this Agreement, it shall be regarded as wholly unbinding, without any liability for damages, for the City or for Donor. If the City Council or the Municipal Government approves of the Agreement it does not become legally binding until it is signed by the person given such authority by the City Council or the Municipal Government.

This Contract is made in two identical original copies, and each Party shall keep one copy.

*[signature page follows]*



Reykjavík,

2021

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Una Dora Copley

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For the City of Reykjavík

Witnesses:

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Name, id.

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Name, id.