

Borgarráð

Stofnun safns í nafni Nínu Tryggvadóttur

Lagt er til að borgarráð samþykki meðfylgjandi viljayfirlýsingu um að sett verði á fót listasafn í nafni Nínu Tryggvadóttur. Í því felst að Reykjavíkurborg þiggur að gjöf listaverkasafn Unu Dóru Copley, erfingja Nínu Tryggvadóttur og Al Copley, og Scott Jeffries, eiginmanns hennar. Um er að ræða annars vegar listaverk eftir Nínu Tryggvadóttur og hins vegar valin listaverk úr einkasafni fyrrnefndra gefenda, auk þess sem fasteignir þeirra í New York og Reykjavík munu verða eign borgarinnar að þeim gengnum. Listasafn Nínu Tryggvadóttur skal verða sjálfstæð stofnun innan Reykjavíkurborgar eins og kveðið er á um í viljayfirlýsingunni.

Greinargerð:

Una Dóra Copley, dóttir Nínu Tryggvadóttur og Al Copley, og eiginmaður hennar, Scott Jeffries, óskuðu eftir viðræðum við Reykjavíkurborg á liðnu ári þar sem farið var þess á leit við Reykjavíkurborg að borgin myndi koma á fót listasafni sem myndi bera nafn Nínu gegn því að fá afhent til eignar og umsjár fyrrnefnd listaverk þeirra ásamt fasteignum.

Nína Tryggvadóttir er einn af best þekktu listamönnum Íslands á 20. öld. Hún var einn af frumkvöðlum abstraktlistarinnar og starfaði stærstan hluta listamannsferils síns í Bandaríkjunum, en einnig í Frakklandi, Englandi og á Íslandi.

Um nokkurt skeið hafa viðræður staðið yfir á milli Reykjavíkurborgar og gefenda um hvort og þá hvernig unnt væri að koma til móts við framangreinda beiðni, þ.e. móttaka listaverkasafnanna, húsnæðismál og önnur atriði, þ. á m. vegna stofnunar og stjórnar safnsins. Sameiginleg niðurstaða Reykjavíkurborgar og gefenda liggur fyrir í þeirri viljayfirlýsingu sem hér er til samþykktar. Viljayfirlýsingin kveður á um að safn sem beri nafn Nínu Tryggvadóttur verði sett á fót í Reykjavík. Safnið skal starfa sjálfstætt en heyra undir sviðsstjóra menningar- og ferðamálasviðs Reykjavíkurborgar. Í safninu skulu m.a. vera fastasýningar á verkum Nínu auk annarrar fjölbreyttrar starfsemi á sviði myndlistar. Þá er í viljayfirlýsingunni stefnt að því af hálfu Reykjavíkurborgar að ganga til viðræðna við Faxaflóahafnir sf. um kaup á eignarhlut þeirra í Hafnarhúsinu, Tryggvagötu 16. Sérstök

viljayfirlýsing þess efnis skal lögð fyrir borgarráð samhliða þeirri sem hér um ræðir. Miðað skal við að um 2/3 hlutar þess húsnæðis sem keypt verður skuli nýttir undir listasafn Nínu Tryggvadóttur.

Una Dóra Copley og Scott Jeffries, hyggjast gefa Reykjavíkurborg listaverk eftir Nínu Tryggvadóttur, Alcopley og fleiri listamenn úr þeirra eigu í tveimur þrepum.

Í fyrsta þrepi gjafarinnar verða verk eftir Nínu sem spanna allan listamannsferil hennar, verk frá hennar fyrstu árum sem listnema allt til dauðadags. Í þessum hluta verða málverk, teikningar, glerlistaverk, vatnslitamyndir o.fl., um 1.500 verk sem sýna heildstæða mynd og standa undir rannsóknum og sýningum á merkum listamannsferli hennar. Í öðru þrepi hyggjast gefendur arfleiða Reykjavíkurborg að fasteignum sínum, að þeim látnum, sem tryggja eiga fjármuni til að mæta að hluta kostnaði borgarinnar við uppbyggingu og rekstur safnsins. Þar er um að ræða fasteignir á Manhattan, New York, og í Reykjavík. Ásamt því að arfleiða Reykjavíkurborg að verkum Nínu Tryggvadóttur og verkum eftir aðra listamenn í þeirra eigu er ekki afhendast samkvæmt fyrsta þrepi. Að gefnu samþykki borgarráðs á viljayfirlýsingu þessari skulu aðilar ganga til samninga um fyrirkomulag safnsins, safneignarinnar og önnur atriði svo sem greinir í viljayfirlýsingunni. Miðað skal við að gerð allra samninga og formsatriða verði lokið eigi síðar en 1. júní 2019.

Dagur B. Eggertsson

Hjálagt:

Viljayfirlýsing vegna stofnunar safns í nafni Nínu Tryggvadóttur, dags. 11.05.18.

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**Memorandum of Understanding regarding the establishment of
the Nína Tryggvadóttir Museum of Art
entered into on the 11th of May 2018**

The undersigned, Una Dóra Copley, and Scott Jeffries, residing at 190 Eldridge street, New York, and the City of Reykjavík, ID no. 530269-7609, the City Hall, 101 Reykjavík, agree on the following main factors regarding the pending establishment of the Nína Tryggvadóttir Museum of Art.

Una Dóra Copley and Scott Jeffries (Donors) intend to donate in two separate phases to Reykjavík City works of art by Nína Tryggvadóttir (Nína) which they own, i.e. Una Dóra's mother and her father, Alcopley. The donation is made on the irrevocable condition that Reykjavík City establishes, finances and operates a special art museum for Nína's art to be called Nína Tryggvadóttir Museum of Art (NTM).

The Donors furthermore intend to donate other selected and special works from their personal art collection. Additionally, the Donors will bequeath to Reykjavík City all their assets upon their death, in order to ensure the operation of the NTM.

Accordingly the parties agree as follows:

**Section 1
Donation**

Gift - Phase 1

1.1.

The Donors undertake to give to the City of Reykjavík works of art by Nína, Alcopley and other selected works of art from their collection prior to their death. This is considered Phase 1 of the establishment of NTM. The Donors shall prepare a complete and detailed list of the works of art by Nína as owned by them and submit the list to Reykjavík City when ready. The city of Reykjavík shall assist the Donors in completing the list as appropriate.

The list shall specify, in this Phase 1 of the donation, which works of art by Nína and Alcopley will be given to the City of Reykjavík, i.e. which works of art the Donors hand over to Reykjavík City as a living gift (Icelandic, gjöf í lifanda lífi) in exchange for the establishment of the NTM. The list shall furthermore specify which works of art the Donors will submit to the City of Reykjavík in Phase 2, cf. Article 1.3. of this Memorandum of Understanding, i.e. as inheritance to the City of Reykjavík upon the death of both Donors (the inheritance herein, post mortem).

Phase 1 of the donation shall include works of art by Nína Tryggvadóttir representing her entire career as an artist, with works from her early years as an art student until the end of her career. This includes paintings, drawings, glass work, water colors, gouache work or about 1500 individual works of art forming a comprehensive collection that shall qualify for research and exhibitions of her career.

1.2.

The gift under Phase 1 of this Memorandum of Understanding shall be handed over to the City of Reykjavík when the housing for the NTM is ready and in satisfactory manner as decided by the Donors, cf. Article 3 of this Memorandum of Understanding. Additionally, the copyright of the works of art by Nína shall be assigned upon delivery of each Phase of the donation, cf. Section 4 of this Memorandum of Understanding.

Phase 2 - Inheritance

1.3.

The Donors undertake to prepare a special will stating the City of Reykjavík as being the heir of both Donors of their assets.

The will shall especially state that the City of Reykjavík shall inherit the works of art by Nína that will not be subject to the gift under Article 1.1., works of art by other artists than Nína as owned by the Donors, the library consisting of more than 1000 books on art, real estate properties

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in New York and Reykjavík, as well as the copyright of the works of art by Nína being assigned to the City of Reykjavík in the will.

The Donors undertake to safeguard their assets and the funds (or other assets) that come in place of assets in order to ensure them maintaining value of their donation. The Donors are not authorized to change or cancel their pending will except with a written consent by the City of Reykjavík. This shall be stipulated in the pending will. A copy of the will shall be submitted to the City of Reykjavík for safekeeping.

Assignment of assets

1.4.

The Donors shall see to it that there are no obstacles from their end preventing the City of Reykjavík from being able to receive this gift and the Donors' assets.

Transportation and handling of the works of art

1.5.

The City of Reykjavík shall obtain, finance and see to the transportation of all of the aforementioned works of art to Reykjavík. The City of Reykjavík is furthermore free to recruit a carrier of its choosing for this task. The City of Reykjavík undertakes to insure the works of art in a satisfactory manner.

1.6.

The City of Reykjavík shall handle the works of art with utmost care, and repair and conserve them as needed. The City of Reykjavík shall in no way sell, dispose or in any way give the works of art to third parties other than the NTM.

Section 2

NTM – Administration

2.1.

The City of Reykjavík shall establish the NTM, which shall be an autonomous entity. The museum shall be independently operated, however, shall fall under the auspices of the manager of the City of Reykjavík Culture and Tourism Board.

2.2.

The NTM shall have an independent board of directors, consisting of five members. The Donors or their lawful representatives shall appoint two members on the museum's board of directors. Two board members shall be appointed by the City of Reykjavík. The Donors and the City of Reykjavík shall jointly appoint one member who shall be the chairman of the board of directors.

2.3.

The museum's board of directors shall hire a managing director/curator with expertise on abstract art, who shall hire other staff at his/her discretion.

Section 3

Housing of NTM

3.1.

The City of Reykjavík shall provide housing for the NTM that shall be agreed by the Donors's full discretion taking into consideration appropriate size, location and surroundings that are suitable for Nína's art. The City of Reykjavík shall pay all costs for obtaining, renovating and operating the housing and the NTM.

3.2.

Following the signing of this Memorandum of Understanding, and consent by the Executive Committee, cf. Article 7.1., The City of Reykjavík shall enter into negotiations with Faxaport to acquire/purchase Faxaport's part of Hafnarhúsið as future housing for the NTM. In order to

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secure sufficient space for the NTM's operations at least but not less than 2/3 of the acquired space in Hafnarhúsið shall be for the sole usage of the NTM.

3.3.

The final condition and set up of the housing (floor plans etc.) for the NTM that shall be agreed by the Donors' full discretion taking into consideration appropriate size, location and surroundings that are suitable for Nina's art. The City of Reykjavik shall pay all costs for obtaining, maintaining and operating the housing of the NTM.

Section 4 **Copyright and licensing**

4.1.

The copyright of the works of art that become owned by the City of Reykjavik, cf. Articles 1.1. and 1.3., will be assigned to the City of Reykjavik upon their delivery to the City of Reykjavik in conformity with Chapter III of the Copyright Act no. 73/1972. For the avoidance of doubt, the transfer of copyright shall take place line with and at the same time as Phase 1 and Phase 2 of this MOU.

4.2.

The NTM and the City of Reykjavik are authorized any use and exhibition of the works of art as appropriate after their delivery to the City of Reykjavik without any special payments to the Donors, for example, in exhibition programs, booklets, postcards and advertisements in the public media, taking into account the Donors' rights, cf. Article 4 of the Copyright Act no. 73/1972

Section 5 **Taxes and costs**

5.1.

The City of Reykjavik shall ensure that the Donors shall be held harmless of any and all tax liabilities (inheritance, real estate, transfer, or similar) and other measures or costs having equivalent effect on them personally or their respective estates as a result of their donation. All parties agree to work on a solution with the best interest of the parties in mind relating to taxing and costs.

5.2.

The City of Reykjavik shall ensure that any reasonable costs (legal fees, tax advice, or similar) incurred by the Donors in relation to this Memorandum of Understanding, future will and any related agreement shall be paid at their request. The Donors shall provide the city of Reykjavik with all necessary information and material on the cost incurred, i.e. timesheets with explanations, hourly rates and other documentation which cost is based upon. The city of Reykjavik retains the right to refuse payment of costs if the cost is not justified, sufficiently explained or the cost demanded is not based on actual work performed relating to this Memorandum of Understanding, future will or any related agreement.

Section 6 **Governing law and jurisdiction**

6.1.

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of Iceland.

6.2.

The parties consent to the exclusive jurisdiction of the District Court of Reykjavik and the appellant courts in Iceland, waive any objection they may have to such forum.

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Section 7
Entry into force and termination

7.1.

This Memorandum of Understanding is entered into by the City of Reykjavik with the proviso on consent by the Executive Committee of the City of Reykjavik. If the Executive Committee or, as appropriate, the City Council, do not accept this Memorandum of Understanding, the memorandum becomes non-committing without liability.

7.2.

If the Executive Committee or, as appropriate, the City Council, accept this Memorandum of Understanding, the parties shall finalize an agreement thereon regarding detailed obligations and commitments of both parties, prepare a will and other necessary documents, provided that all the conditions and terms of the Memorandum are met.

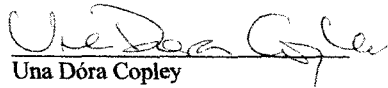
7.3.

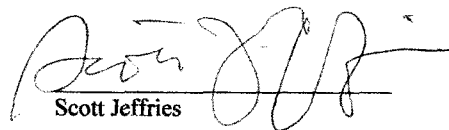
The parties intend to work in good faith to prepare all relevant documents under Article 7.2 and aim to complete all agreements and other formalities no later than 1 June 2019. If the parties are unable to complete everything at this date either party can unilaterally decide to terminate this Memorandum of Understanding without liability except Articles 5.1 and 5.2.

This Memorandum of Understanding is made in three identical original copies, one for each party.


IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the date first above written.

New York, 11.05.2018

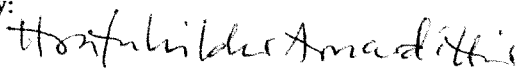

Una Dóra Copley


Scott Jeffries

CITY OF REYKJAVÍK

E. u. 
Sigurður Björn Blöndal

Witnessed by:


Höfnulíður Arnadóttir
Kt. 021269-5229