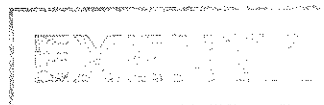


SANTIAGO,

VISTOS:



El D.F.L. N° 5.200 de 1929, el D.F.L. N° 281 de 1931, el artículo 8° de la Ley 17.236 y el D.S N°155 de 2014, todos del Ministerio de Educación; la Resolución N° 1600 del año 2008, de la Contraloría General de la República; el artículo 8° letra d), de la Ley N° 19.886 de Compras Públicas; el artículo 10 N°4, del D.S. N° 250/ 2004, del Ministerio de Hacienda, Reglamento de la Ley N° 19.886; y

CONSIDERANDO:

1.- Que es necesario que el Museo Nacional de Bellas Artes, adquiera obras de arte para incrementar su colección patrimonial, de acuerdo al plan de compras del año 2014.

2.- Que la empresa Magnum Photos SARL inscrita en el registro de compañías de Francia con el Número 572141091 y representada por su Gerente, el Sr. Daniel Costantini, suizo, número de pasaporte X0045368, tiene la representación de la obra del artista Sergio Larraín y ha ofrecido vender al Museo Nacional de Bellas Artes 13 fotografías de su autoría, tomadas en la ciudad de Valparaíso el año 1963, todas de 50 x 60 cms.

3.- Que las fotografías ofrecidas, permiten complementar la colección patrimonial del Museo Nacional de Bellas Artes, siendo Magnum Photos SARL, el único proveedor de dichas obras.

4.- Que, en virtud de lo anterior y del informe técnico del Director del Museo Nacional de Bellas Artes, el que debidamente firmado se adjunta a la presente Resolución, se estimó conveniente:

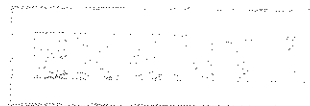
- Adquirir las 13 fotografías citadas en el Considerando 2 de esta Resolución, a la empresa Magnum Photos SARL, por la suma de EUR\$100.000.- (cien mil euros), exentos de impuestos de conformidad a lo establecido por el artículo 8° de la ley 17.236, equivalentes en moneda nacional a \$73.692.000 (setenta y tres millones seiscientos noventa y dos mil pesos); y

- Cubrir los costos de seguro y traslado de las obras desde Francia hacia el Museo Nacional de Bellas Artes en Chile, por la suma de EUR\$4.000 (cuatro mil euros), impuestos incluidos, equivalentes en moneda nacional a \$ 2.947.680 (dos millones novecientos cuarenta y siete mil seiscientos ochenta pesos), los que deben ser pagados, junto con el valor de las obras, a Magnum Photos SARL, quien se hará cargo del completo traslado de éstas.

Se deja constancia que para el cálculo de los montos aquí establecidos se ha utilizado como valor de conversión el precio del EURO al día 13 de noviembre de 2014, correspondiente a \$736,92 (setecientos treinta y seis coma noventa y dos pesos), y que esta suma se ajusta a los recursos disponibles.

5.- Que en vista de lo señalado, con fecha 28 de octubre de 2014, se suscribió entre Magnum Photos SARL y la Dirección de Bibliotecas, Archivos y Museos, el correspondiente contrato, para la adquisición de las obras señaladas en el considerando 2 de este documento, y para su traslado desde Francia hacia el Museo Nacional de Bellas Artes, en Chile. El referido contrato no fue aprobado en la oportunidad debida, en atención a que para su firma se debieron realizar los correspondientes trámites internacionales.

R E S U E L V O :



1° APRUÉBASE, el trato directo por la compra de las 13 obras mencionadas precedentemente, a la empresa Magnum Photos SARL, inscrita en el registro de compañías de Francia con el Número 572141091.

2° APRUÉBASE, el contrato suscrito con fecha 28 de octubre de 2014 entre Magnum Photos SARL y la Dirección de Biblioteca, Archivos y Museos, el que debidamente firmado se adjunta a la presente resolución.

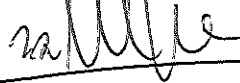
MINISTERIO DE HACIENDA OFICINA DE PARTES
RECIBIDO

CONTRALORIA GENERAL TOMA DE RAZON	
RECEPCION	
DEPART. JURIDICO	
DEP.T.R.Y REGISTRO	
DEPART. CONTABILIDAD	
SUB. DEP. E.CUENTAS	
SUB. DEP. C.P. Y BIENES NAC.	
DEPART. AUDITORIA	
DEPART. V.O.P. U.YT.	
SUB. DEP. MUNICIPI	
REF. POR \$	_____
IMPUTAC.	_____
ANOT. POR \$	_____
IMPUTAC.	_____
DEDUC. DTO.	

3°.- **IMPÚTESE**, el gasto que demanda la presente resolución ascendente a la suma total de \$76.639.680 (setenta y seis millones seiscientos treinta y nueve mil seiscientos ochenta pesos), de la siguiente manera: \$73.692.000 (setenta y tres millones seiscientos noventa y dos mil pesos), exentos de impuestos, conforme al artículo 8° de la ley 17.236, con cargo al Subtítulo 29-04-003; y \$2.947.680 (dos millones novecientos cuarenta y siete mil seiscientos ochenta pesos), impuestos incluidos, con cargo al Subtítulo 22-08-007 del presupuesto de gastos del Museo Nacional de Bellas Artes, de la Dirección de Bibliotecas, Archivos y Museos aprobado para el año 2014.

4°.- **PUBLÍQUESE**, la presente resolución en el Portal del Sistema de Transparencia Institucional.

**ANÓTESE, REPRÉNDASE Y PUBLÍQUESE**



**ALAN TRAMPE TORREJON**  
**DIRECTOR**

**DIRECCIÓN DE BIBLIOTECAS, ARCHIVOS Y MUSEOS**



UUG  
AGP/MLG/RFG/RFP.

**DISTRIBUCIÓN:**

- Museo Nacional de Bellas Artes
- Subdirección de Administración y Finanzas
- Depto. de Abastecimiento y Logística
- Archivo Oficina de Partes DIBAM

## ADQUISICIÓN DE OBRAS DE ARTE

A fin de continuar con la adquisición de obras de arte para incrementar la Colección Patrimonial del Museo Nacional de Bellas Artes, y de acuerdo al plan de compra del año 2014, es necesario adquirir obras del Artista Sergio Larraín correspondientes a 13 fotografías de la ciudad de Valparaíso el año 1963, estas tienen un valor de EUR\$ 100.000 (cien mil euros) y serán adquiridas a las Empresa Magnum Photos SARL por tener la representación de distribución y comercialización de parte de la obra de Sergio Larraín lo que se traduce en que esta empresa sea el proveedor único de éstas obras, las que permitirán ampliar y completar el panorama del arte contemporáneo desarrollado en Chile durante ese período.



ROBERTO FARRIOL G.  
DIRECTOR  
MUSEO NACIONAL DE BELLAS ARTES

Santiago, 12 de noviembre de 2014



Parque Forestal s/n,  
Santiago, Chile.  
+562 24991602  
mnba.cl

## AGREEMENT

### Between:

**MAGNUM PHOTOS SARL** A limited liability company, with a capital of 139,948 Euros,  
Registered at the Paris Registry of Companies with the number 572141091,  
Whose registered office is located at 19 rue Hégésippe Moreau, 75018 Paris,  
Represented by Daniel Costantini its « Gérant » (see appendix 4), whose national identity  
passport number is X0045368  
Hereinafter referred to as “**Magnum Photos**”

On the one hand,

### And

**DIRECCIÓN DE BIBLIOTECAS, ARCHIVOS Y MUSEOS,**  
Registered at the Internal Taxes Service with the number 60.905.000-4,  
Whose registered office is located at Avenida Libertador Bernardo O'Higgins 651, Santiago,  
Chile,  
Represented by Alan Trampe Torrejón, its Director, whose national identity card number is  
9.583.373-K  
Hereinafter referred to as the “**Buyer**”,

On the other hand,

### Whereas:

Magnum is a world renowned photography agency engaged in the business of representing  
photographers.

Mr Sergio Larrain and his successors, hereinafter the Photographer, have expressively authorized  
Magnum Photos to represent him.

Dirección de Bibliotecas, Archivos y Museos is a public service, related to the Chilean  
Government through the Ministerio de Educación, and it has under its control, among others, the  
three National Museums, besides regional and specialized museums along all chilean territory,  
depending on the Subdirección de Museos.

### The following has been decided and agreed:

#### Article 1: Object of the agreement

Magnum Photos, in his capacity as representative of the Photographer duly authorized thereto,  
hereby grants to the Buyer, who accepts, the physical property of thirteen (13) original  
Photographs, as well as the right to reproduce and exhibit them in a strictly limited scope as  
defined in the following article.



Photographs are described and identified in the invoice in Appendix 1. Those Photographs are from the series "Valparaiso, Chile", in format 50x60 printed in 1991 by the well-known printer of Larrain – Jules Steinmetz.

A certificate of authenticity signed by Magnum Photos will be returned to the Buyer.

## Article 2: Assignment of rights

This assignment does not constitute a transfer of intellectual property rights of the Photographs, but hereby grants to the Buyer the following authorisations:

### 2.1. Rights of exhibition:

Magnum Photos assigns to the Buyer, a non-exclusive and for the full term of literary copyright as stipulated under French and foreign law, the right to present to the public the Photographs worldwide, for the sole purpose of the exhibition as described below :

- As part of the exhibition from the collection of the Museo Nacional de Bellas Artes of all or part of pictures in that museum or in any other museum depending on the Buyer : Museo Histórico Nacional, Museo Nacional de Historia Natural and all the regional or specialized museums, under its control through the Subdirección de Museos.
- As part of a loan exhibition for all or part of pictures in a museum or other cultural institutions. Buyer will inform Magnum Photos of such intention, at least six (6) months before the date of the opening session.

In all cases, no exhibition of these Photographs is allowed in places that do not respect the moral rights of authors.

Any exhibition of a photograph under the conditions described in this section must be accompanied by a caption, the name of the author and the copyright as follows: © name of Photographer/ Magnum Photos.

### 2.2 Rights of reproduction:

Magnum Photos assigns to the Buyer, a non-exclusive and for the full term of literary copyright as stipulated under French and foreign law, the free right to reproduce the Photographs on its institutional website [www.dibam.cl](http://www.dibam.cl), on Museo Nacional de Bellas Artes website <http://www.mnba.cl>, and on the website of any other museum depending on the Buyer in case of special expositions of the images on their buildings; and only two Photographs on printed collection catalogue, only for presentation of Museo Nacional de Bellas Artes collection. The images must be in low resolution and not downloadable. For any other additional usage, this usage will need to be submitted to Magnum approval.



### 2.3 Allocation:

The Parties agree that for tax purposes no portion of the sale price shall be allocated to the authorizations of use from Article 2.

### Article 3: Warranties

3.1. Magnum Photos guarantees to the Buyer the full enjoyment of the rights assigned in this agreement against any confusion, claim, or eviction, except as provided in Article 3.3 below.

3.2. Magnum Photos warrants to the Buyer that it has been expressly authorized to represent the Photographer and that it has full power to enter into this agreement, as proved the attestation enclosed in appendix 3.

3.3. Magnum Photos cannot be held liable for obtaining copyright permission from people featured in the photographs, from authors of works of art not yet in the public domain featured in the photographs, nor from owners of goods, property or commercial brands featured in the photographs. The Buyer alone therefore shall be liable for obtaining from such people the necessary permission and for acquiring any potential rights attached. Magnum Photos shall be held harmless in this respect.

3.4. The Publisher undertakes to ensure that the moral rights of the Photographer are respected whilst exploiting the rights granted to it in Article 2 of this agreement, and notably in case of restoration of one picture.

### Article 4: Payment, Invoice and Delivery

#### 4.1. Payment

The total sale price of the Photographs agreed by the parties is one hundred thousand Euros (Euros 100,000).

Payment will be made in two instalments as follows:

- 50% upon signing of this agreement to reserve the Photographs. The Buyer will then have the right to inspect the Photographs at any time, within one week notice in writing of such intention. During this period, Magnum will not offer the Photographs for sale to anyone other than the Buyer.
- 50% before the date of delivery by Magnum Photos of the Photographs.

Failing receipt of the second payment of 50% before December 31, 2014, the sale will be canceled, and Magnum Photos will retain any amount already paid to that date as compensation.



#### 4.2. Invoice

Magnum Photos will submit an invoice to the Buyer.  
Each payment will be made by bank transfer to the account of Magnum Photos at:  
BANQUE PALATINE, 12 avenue de Matignon, 75008 PARIS  
code banque : 40978 - n°compte 1296010X001 - 63  
IBAN FR 03 4097 8000 2212 9601 0X00 163  
BIC : BSPFFRPPXXX

#### 4.3. Delivery

4.3.1 Photographs will be delivered in a form described in Appendix 2.

Photographs must be collected from:

LP Art  
34-36 avenue Paul Vaillant Couturier  
93120 La Courneuve - FRANCE  
T: + 33 1 49 35 30 00  
F: + 33 1 49 35 30 10  
Contact: Mr. Christopher Heurley  
[cheurley@lpart.fr](mailto:cheurley@lpart.fr)  
Opening hours: 8 am to 12 noon / 1.30 pm to 5 pm.

The Buyer may be present at the delivery of the Photographs or be represented by someone he has previously designated to Magnum Photos. Shall the Buyer not use his right to inspect the Photographs, they will deem to have been accepted in their condition by the Buyer.

4.3.2 The transfer of ownership of the Photographs and the rights granted in article 2 will occur at the delivery of the pictures at LP Art's address.

4.3.3 Magnum organizes the export of the Photographs from the address of LP Art to the address of the MUSEO NACIONAL DE BELLAS ARTES, in Chile.

Magnum Photos advances the costs associated with this export, estimated 4.000 (four thousands) euros HT, which include:

- the cost of transporting the photographs from LP Art's address to MUSEO NACIONAL DE BELLAS ARTES's address including the cost of the insurance during transit beginning at the reception of the photographs occurred at the address of LP Art.
- The cost of customs formalities.

The Buyer will pay all transfer, sales, documentary, stamp, use, registration and other similar taxes or fees (including any penalties and interest) imposed by France or Chile incurred directly or indirectly as a result of the Buyer's acquisition of the Photographs in accordance with this Agreement. The Buyer will indemnify and hold Magnum Photos and the Photographer harmless against any and all such taxes, penalties and interest imposed by authorities in France or Chile.



The provisions of this paragraph shall survive until the expiration of all applicable statutes of limitation.

Before November 6, 2014, the Buyer will pay to Magnum Photos, in advance, the estimated charges for the exportation. The regularization will be done on receipt of invoices. The Buyer agrees to reimburse Magnum Photos for additional cost and Magnum Photos agrees to reimburse the Buyer any amount overcharged.

4.3.4 The delivery term of the Collection will be EXW (LP Art's address), as per the INCOTERMS 2010, as published by the International Chamber of Commerce, with carriage and insurance paid by MUSEO NACIONAL DE BELLAS ARTES, the Buyer. The Collection will be insured for the value of the Purchase Price, and the buyer will be the named beneficiary on the insurance policy. Therefore, the risk of loss will pass on to the Buyer upon delivery by Magnum to the transporter at LP Art's address.

4.3.5 Magnum Photos provides to the Buyer at no additional cost, copies of photographs scanned in low resolution in CD ROM. These digital copies can only be used in respect of the context of the rights assigned below.

Article 5: Transfer to a third party

In the event that the Buyer wishes to sell all or part of the Photographs object of this agreement, the new Buyer will enjoy the same rights and be bound by the same obligations as stipulated in this agreement.

The Buyer agrees to obtain from the prospective buyer a written statement in which it expressly undertakes in respect of Magnum Photos and the Buyer to comply with the provisions set forth in Article 2 of this Agreement.

Article 6: Jurisdiction and Disputes

This agreement is subject to French law.

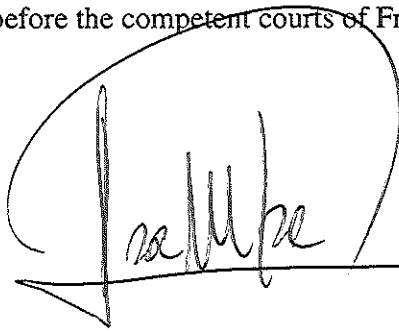
Any dispute arising from the interpretation, the validity or the performance of any of the Articles above, whether during or after the term of this agreement, and failing amicable agreement within a month, shall be brought exclusively before the competent courts of France.

Drafted and signed in 2 originals

in Paris, on 28.10.2014



Magnum Photos



Dirección de Bibliotecas, Archivos y Museos

