

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1675348

Vendor Name: Carnegie Institute

Invoice Number: 23041

Invoice Date: 4/28/2023

PO Number:

Check Number: 0311738

Check Amount: \$ 3,460.00

Check Date: 05/09/2023

Voucher Number: V0785090

Document Type: AP Invoice

Document Below

INVOICE

The Andy Warhol Museum

No:	23041
Date:	4/28/2023

To:	Kari Schoettle McAninch Arts Center, College of DuPage 425 Fawell Blvd. Glen Ellyn, IL 60438 E: schoettlek@cod.edu
-----	--

From:	Patrick Seymour Rights & Reproductions / Photo Services The Andy Warhol Museum 117 Sandusky Street Pittsburgh, PA 15212 T: 412.237.8336 F: 412.237.8340 seymourp@warhol.org
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Placed by: Patrick Seymour

Date Payment Expected: immediate

Order:

Quantity	Description	Unit Price	Amount
10	Digital images for in-gallery reproduction at McAninch Arts Center at the College of DuPage	\$40.00	\$400.00
	on view from June 3, 2023 thru September 10, 2023.		
Subtotal			\$400.00
Tax Rate (if any)			
Sales Tax			
Shipping / Handling			
Total Due			in USD \$400.00

Office Use:	
00-3200373-5924-000000	
00-3200502-5924-000000	\$400
Region: NA	

Payment is required in U.S. currency, made payable to Carnegie Institute and sent to the attention of Photo Services.

Wire Transfers MUST be made using the following information:

Citizens Bank ABA #036076150
 1 Citizens Drive Carnegie Institute account #6101717082
 Riverside, R.I. Swift Code #CTZIUS33
 02915 Account Name: Carnegie Institute

Wire transfers MUST list **Carnegie Institute** as account name, include invoice number. Confirm payment by fax to:
 The Andy Warhol Museum, attn: Patrick Seymour. 412.237.8340 (include Federal Reference # for transaction)

Invoice must be paid in full without deduction of bank fees.

Permission to reproduce Andy Warhol's artwork outside of his film and video materials must be obtained from:

Artists Rights Society
 65 Bleecker Street, 9th Floor
 New York, NY 10012
 Tel: (212) 420-9160; Fax: (212) 420-9286; www.arsny.com

Copyright on some material varies and may be subject to copyrights held by other parties.
 It is the user's responsibility to obtain the necessary permissions to reproduce the images.
 Please contact Patrick Seymour if you have any questions.

"Schoettle, Kari" <schoettlek@cod.edu>

Carnegie/Warhol Inv 23041

"Schoettle, Kari" <schoettlek@cod.edu>

Wed, May 3, 2023 at 02:43 PM UTC

CC:

BCC:

Please process. Thank you.

Kari Schoettle

Project Manager

McAninch Arts Center, College of DuPage

630-942-2914 | schoettlek@cod.edu

1 attachment

Warhol Invoice 23041 \$400.pdf

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1675348
Vendor Name: Carnegie Institute
Invoice Number: 23040
Invoice Date: 5/8/2023
PO Number:
Check Number: 0311738
Check Amount: \$ 3,460.00
Check Date: 05/09/2023
Voucher Number: V0785097
Document Type: AP Invoice

Document Below

Check Request Form

This form may be used to request check payments only for those items for which the issuance of a purchase order would not be appropriate. Attach supporting documentation (e.g., invoice or agreement). Please refer to Administrative Procedure 10-65, Vendor Payment — Non-Purchase Order.

Date: 05/08/2023 Vendor ID: 1675348 Vendor Name: Carnegie Institute
 Payee Address: 4400 Forbes Avenue Pittsburgh, PA, 15213-4080, United States Payment Due Date: ASAP

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
23040	05-60-11998-5309004	Summer Museum Exhibition - Performing Arts Services	3,060.00
Total			\$ 3,060.00

Check the appropriate box below:

- ☒ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.
- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Description on Check:

Image licensing fee per attached contract and invoice.
 Payment is due ASAP.

Other Instructions:

470 License CCMA_WARHL
 Manual check requested as payment is due ASAP. Please hold check for pick up.

All requests will require the following approvals:

Requester: Kari Schoettle Digitally signed by Kari Schoettle
Date: 2023.05.08 12:20:44 -05'00' Print Name: Kari Schoettle

Budget Officer: _____ Print Name: Ellen McGowan

Requests \$5,000 and over will require the additional approvals below:

Next Level Supervisor (if applicable): _____ Print Name: _____

Next Level Supervisor (if applicable): _____ Print Name: _____

Next Level Supervisor (if applicable): _____ Print Name: _____

Area Administrator (only required if request is \$5,000 and over): _____ Print Name: _____

Area Cabinet Officer (only required if request is \$10,000 and over): _____ Print Name: _____

Board Approval Date (only required if request is \$25,000 and over): _____

Return approved request and all supporting documentation to Accounts Payable (SRC 2132A), invoicing@cod.edu

INVOICE

The Andy Warhol Museum

No:	23040
Date:	4/26/2023

To:	Ellen Roberts, Vice President, Administrative Affairs Cleve Carney Museum of Art College of DuPage, McAninch Arts Center 425 Fawell Boulevard Glen Ellyn, IL 60137 T: 630.942.2914 schoettlek@cod.edu
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From:	Marissa Arndt Exhibitions Manager The Andy Warhol Museum 117 Sandusky Street Pittsburgh, PA 15212 T: 412.237.8364 F: 412.237.8340 arndtm@warhol.org
-------	---

Placed by: Marissa Arndt

Date Payment Expected: Immediate

Order:

Quantity	Description	Unit Price	Amount
	Andy Warhol's Fifteen Minutes [episode 2] to be included in the exhibition	\$3,060.00	\$3,060.00
	WARHOL featuring Andy Warhol Portfolios: A Life in Pop on view at Cleve		
	Carney Museum of Art from June 1 through September 10, 2023.		
Subtotal			\$3,060.00
Tax Rate (if any)			
Sales Tax			
Shipping / Handling			
Total Due in USD			\$3,060.00

Office Use:	
00-3200501-5927-000000	\$3,060
Film and Video Loan	
Region: NA	

Payment is required in U.S. currency, made payable to Carnegie Institute and sent to the attention of Marissa Arndt.

Wire Transfers MUST be made using the following information:

Citizens Bank ABA #036076150
1 Citizens Drive Carnegie Institute account #6101717082
Riverside, R.I. Swift Code #CTZIUS33
02915 Account Name: Carnegie Institute

Wire transfers MUST list **Carnegie Institute** as account name, include invoice number. Confirm payment by pdf copy to:

The Andy Warhol Museum, attn: Marissa Arndt - arndtm@warhol.org (include Federal Reference # for transaction)

Invoice must be paid in full without deduction of bank fees.

Permission to reproduce Andy Warhol's artwork outside of his film and video materials must be obtained from:

Artists Rights Society
65 Bleecker Street, 9th Floor
New York, NY 10012
Tel: (212) 420-9160; Fax: (212) 420-9286; www.arsny.com

Copyright on some material varies and may be subject to copyrights held by other parties.

It is the user's responsibility to obtain the necessary permissions to reproduce the images.

Please contact Marissa Arndt if you have any questions.

Digital Film and Video Loan Agreement

THE ANDY WARHOL MUSEUM

117 Sandusky Street
Pittsburgh, PA 15212
412-237-8364
April 26, 2023
("Effective Date")

Ellen Roberts, Vice President, Administrative Affairs
Cleve Carney Museum of Art
College of DuPage, McAninch Arts Center
425 Fawell Boulevard
Glen Ellyn, IL 60137
Tel: 630.942.2914
eMail: schoettlek@cod.edu

Dear, Ms. Roberts:

This letter, when signed by a duly authorized representative of Cleve Carney Museum of Art, College of DuPage, McAninch Arts Center, 425 Fawell Boulevard, Glen Ellyn, IL 60137 ("Borrower"), shall constitute an agreement between Carnegie Institute d/b/a Carnegie Museums of Pittsburgh, a Pennsylvania non-profit corporation, for its component The Andy Warhol Museum, having an address of 117 Sandusky Street, Pittsburgh, Pennsylvania 15212 ("AWM") and Borrower for the use of the materials described herein and under the terms and conditions set forth in this agreement ("Agreement").

In consideration of the mutual obligations herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Exhibition.
AWM is very pleased to lend to Borrower the materials identified in Appendix A attached hereto as digital files ("Loaned Works") to be exhibited at Cleve Carney Museum of Art as part of the exhibition *WARHOL featuring Andy Warhol Portfolios: A Life in Pop* from June 1 through September 10, 2023 ("Exhibition").
2. Delivery of Loaned Works.
Upon AWM's receipt of the fee identified in Section 5, AWM will deliver the Loaned Works to Borrower.
3. Signage.
AWM will provide Borrower wall label information pertaining to the Loaned Works as delineated in Appendix A. All wall labels shall bear the complete information provided with regard to the Loaned Works.
4. Security of Loaned Works.
Borrower will exercise at least the same care with respect to the Loaned Works as it does in the safekeeping of its own property. Borrower will provide, at a minimum, either guards or a full gallery electronic security system at all times.

5. Fees.
Borrower agrees to pay AWM a loan fee of \$3,060 USD, payable upon receipt of invoice. Fee must be received by AWM before the Loaned Works will be delivered to Borrower.
6. Reproduction, Photography, Publicity, and Documentation.
 - 6.1. Reproduction.
Except for display in the Exhibition, the Loaned Works may not be reproduced, copied, or broadcast in part or in entirety in any way. Except for display in the Exhibition, no electronic use or transmission is allowed, including Internet, or other database or storage systems. The copyright and ownership, including all intellectual property rights of the Loaned Works, shall remain with AWM. At no point will the Loaned Works or any portion thereof become owned by anyone other than AWM.
 - 6.2. Limitations on Photography.
Photography of general installation views may be taken by Borrower for archival purposes and for the purposes of a post-exhibit report. Still photographing of the Loaned Works in the Exhibition by the public is permitted for private, noncommercial use only. Photographs of the Loaned Works cannot be published, sold, reproduced, or otherwise commercially exploited in any manner whatsoever.
 - 6.3. Publicity Photographs
Subject to the provisions of Section 9.2, AWM will supply one image, if available, from the Loaned Works for publicity use only. Any other use, including a catalogue, will require an additional licensing fee. A separate agreement will be sent governing the use of the image.
 - 6.4. Documentation of the Exhibition.
In order to provide a permanent record of the Exhibition, Borrower agrees to provide AWM within thirty (30) days of the closing date of the Exhibition three copies each of all printed materials produced by Borrower, including, but not limited to, catalogues and leaflets, and one set of press clippings.
7. Term and Termination
 - 7.1. The term ("Term") of this Agreement shall extend from the Effective Date to the end of the Exhibition unless terminated as provided in this Agreement.
 - 7.2. This Agreement may be terminated upon mutual agreement of the parties at any time in writing. AWM shall have the right to terminate this Agreement if Borrower materially breaches this Agreement and does not cure such breach within five (5) days of Borrower's receipt of written notice thereof from AWM.
 - 7.3. At the end of the Exhibition, all Loaned Works and copies thereof shall be destroyed.
8. Merchandising
No Loaned Works may be used for merchandising purposes at any time.
9. Warranties and Representations
 - 9.1. Borrower represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of its country of incorporation, and is qualified to do business in any state or country where qualification is necessary; (b) it has full right, power and

authority to enter into and perform this Agreement; (c) it has taken all necessary action to authorize the execution and performance of this Agreement and the same does not and will not violate or require any consent under any provision of its charter documents, or of any agreement or instrument to which it is a party or by which a material part of its assets are bound, nor will such execution or performance violate any judgment or decree by which it is bound; (d) it has obtained or will obtain any and all third party licenses, releases, permissions, consents or waivers necessary for its use of the Loaned Works; and (e) the Exhibition shall not contain any untrue, derogatory, defamatory, or censorable statements/actions regarding Andy Warhol, AWM, or Carnegie Institute.

- 9.2. AWM represents and warrants that it has right, title, and interest in and to the Loaned Works and copyright in the physical Loaned Works; *provided however*, that AWM makes no representation or warranty concerning rights to promote, distribute, broadcast or exhibit any items of the Loaned Works which may portray or depict any individual person other than Andy Warhol, or any trademark or trade name, or any copyrighted work of authorship of a third party. Borrower agrees that it is solely responsible for obtaining at its own expense, any and all clearances and/or third-party licenses, releases, permissions, consents or waivers necessary to display, distribute, telecast, broadcast or otherwise present as part of the Exhibition, any Loaned Works depicting or portraying any person, trademark, trade name or copyrighted work of authorship.

10. Limitation of Liability.

AWM SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION EVEN IF AWM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WHATSOEVER SHALL ANY LIABILITY OF AWM UNDER THIS AGREEMENT EXCEED THE FEES PAID BY BORROWER TO AWM UNDER THIS AGREEMENT.

11. Indemnification

Borrower shall defend, indemnify and hold harmless AWM and its officers, directors, trustees, employees, representatives, and agents (collectively, the "Indemnified Parties") from and against any and all liability, injuries, losses and damages including without limitation all bodily injury (including death), personal injury and property damage, costs and expenses (including reasonable attorneys' fees and costs) any of the Indemnified Parties may incur as a result of any claims, demands, lawsuits, causes of actions or proceedings of any kind or nature against any of the Indemnified Parties by or on behalf of Borrower or any of its employees, officers, directors, principals, agents, representatives, contractors, subcontractors ("Borrower Parties"), or any other third parties, arising out of, relating to, or resulting from (a) use of the Loaned Works except as authorized in this Agreement; (b) the material breach of this Agreement by Borrower or any of the other Borrower Parties; and/or (c) the negligent acts or omissions or willful misconduct of Borrower or any of the Borrower Parties.

12. Confidentiality

This Agreement and the terms hereof are confidential. Neither of the parties shall disclose to any third party (other than its own directors, officers, trustees, partners, employees, personnel, professional advisors (e.g., insurance brokers, accountants, attorneys), distributors, licensees and permitted assigns, in their capacities as such and on a need-to-know basis) any information with respect to the material terms or conditions of this Agreement, except to the extent necessary to

comply with court order or law, in which event the disclosing party will notify the non-disclosing party as soon as practicable (and before disclosing, if possible) and, if the non-disclosing party so requests, the disclosing party shall seek confidential treatment of such information at the disclosing party's expense. When disclosing information to third-parties, if practical, Borrower shall use reasonable efforts to redact the dollar amount of the fee in Section 5.

13. Governing Law/Disputes

This Agreement shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws principles. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach hereof, shall be submitted to arbitration in the City of Pittsburgh in accordance with the rules of the American Arbitration Association then in effect and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This provision shall not impair or be in lieu of the rights of either party hereto to seek injunctive relief in a court of competent jurisdiction. Any such legal action, suit or proceeding arising out of or relating to this Agreement or the breach hereof shall be instituted in an appropriate state or federal court located in Allegheny County, Pennsylvania and each party irrevocably consents to such jurisdiction and venue and waives all objections thereto.

14. Relationship

Nothing in this Agreement may be construed to make the parties hereto, partners or joint venturers or to permit Borrower to bind AWM to any agreement or to act on behalf of AWM in any respect.

15. Assignment

This Agreement may not be assigned by Borrower, in whole or in part, whether by operation of law or otherwise, without the prior written permission of AWM. This Agreement shall be binding on any assignees, successors, or agents of Borrower.

16. Notices

All notices shall be in writing and shall be given by nationally recognized overnight courier or by hand delivery or by registered or certified mail to the parties at the addresses indicated below:

To Warhol

Mr. Patrick Moore, Director
The Andy Warhol Museum
117 Sandusky Street
Pittsburgh, Pennsylvania 15212
USA

To Borrower

Ellen Roberts, Vice President, Administrative Affairs
Cleve Carney Museum of Art
College of DuPage, McAninch Arts Center
425 Fawell Boulevard
Glen Ellyn, IL 60137 USA

17. Use of AWM's Name

Borrower agrees not to use Warhol's name or logos or language from which AWM's identity may be inferred in any advertising, sales promotion or publicity matters of any kind without AWM's prior written consent. All use of AWM's name must promptly stop upon AWM's written request to Borrower.

18. Force Majeure

AWM shall not be held responsible or liable for any damages or losses incurred by Borrower related to this Agreement because of strikes, failure of power, fire, flood, natural disaster, catastrophe, riot, terrorism, sabotage, disease, epidemic, pandemic, acts of civil or military

authority, governmental action, or any other happening, event or cause of any description beyond AWM's control ("Force Majeure Event"). Without limiting the foregoing, if a Force Majeure Event impacts AWM's performance of its obligations under this Agreement for more than ten (10) days, AWM may terminate this Agreement and solely as an accommodation to Borrower, AWM will refund any sums paid prior to termination by Borrower to AWM under this Agreement, which shall be Borrower's sole and exclusive remedy in such event, and all rights of Borrower and obligations of AWM under this Agreement shall be null and void.

19. No Waivers

The failure of either party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

20. Entire Understanding

This Agreement, including all Appendices hereto, constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and may not be amended or modified except by a written agreement executed by both parties. This Agreement shall be deemed to have been jointly drafted by both parties hereto.

21. Survival. The provisions of Sections 6, 7.3, 8, 10, 11, 12 and 13-21 shall survive any termination of this Agreement.

Sincerely,

Patrick Moore, Director,
The Andy Warhol Museum,
a museum of Carnegie Institute

Consented and Agreed to by a duly authorized representative of Cleve Carney Museum of Art:

By: Ellen Roberts
40066CF0BC3F426
(Signature)

Print Name: Ellen Roberts

Title: Vice President, Admin. Affairs

Date: 5/8/2023

APPENDIX A

Films to be included in the exhibition *WARHOL featuring Andy Warhol Portfolios: A Life in Pop* on view at Cleve Carney Museum of Art from June 1 through September 10, 2023.

Wall Label / Credit / Caption Information

Andy Warhol TV Productions

Andy Warhol's Fifteen Minutes [episode 2], 1987

1" videotape transferred to digital file, color, sound, 30 minutes

Collection of The Andy Warhol Museum, Pittsburgh

Contribution The Andy Warhol Foundation for the Visual Arts, Inc.

"Zerrudo, Marivic" <zerrudom@cod.edu>

FW: Manual Check Prints Titan Image Group 6361.20 and Carnegie Institute 3060.00

"Zerrudo, Marivic" <zerrudom@cod.edu>

Mon, May 8, 2023 at 09:39 PM UTC

CC:

BCC:

From: Sekerka, Joyce <sekerkaj@cod.edu>

Sent: Monday, May 8, 2023 4:22 PM

To: Zerrudo, Marivic <zerrudom@cod.edu>; Barrios, Isabel <barriosi142@cod.edu>

Subject: FW: Manual Check Prints Titan Image Group 6361.20 and Carnegie Institute 3060.00

Importance: High

Hi There,

There are two attachments that need to be processed and paid this week.

Ellen Roberts has approved both.

Please process for Carnegie Institute, and The Titan Image Group.

Thanks,

Joyce

Joyce Sekerka

Accounts Payable Supervisor

College of DuPage

425 Fawell Blvd.

Glen Ellyn, IL 60137-6599

630-942-2293

Email: sekerkaj@cod.edu

From: Humphrey, Vera <humphreyv@cod.edu>

Sent: Monday, May 8, 2023 2:08 PM

To: Sekerka, Joyce <sekerkaj@cod.edu>

Cc: McGowan, Ellen <mcgowan@cod.edu>; Junokas, Molly <junokasm@cod.edu>; Schoettle, Kari <schoettlek@cod.edu>

Subject: FW: Manual Check Prints Titan Image Group 6361.20 and Carnegie Institute 3060.00

Hi Joyce,

Ellen has approved. Please see string of emails below for further details.

Thank you,

Vera Humphrey

Administrative Assistant to the

Vice President of Administrative Affairs

College of DuPage 425 Fawell Blvd SRC 2130 Glen Ellyn, IL 60137

630-942-4285 (ph) 630-942-2297 (fax)

From: Roberts, Ellen <roberts@cod.edu>
Sent: Monday, May 8, 2023 1:55 PM
To: Humphrey, Vera <humphreyv@cod.edu>
Subject: RE: Manual Check Prints Titan Image Group 6361.20 and Carnegie Institute 3060.00

Good afternoon, Vera –

Attached please find the approved check requests.

Thank you,

Ellen

Ellen M. Roberts

Vice President, Administrative Affairs

College of DuPage

425 Fawell Blvd.

Glen Ellyn, IL 60137

roberts@cod.edu

630-942-2218

From: Humphrey, Vera <humphreyv@cod.edu>
Sent: Monday, May 8, 2023 1:13 PM
To: Roberts, Ellen <roberts@cod.edu>
Subject: FW: Manual Check Prints Titan Image Group 6361.20 and Carnegie Institute 3060.00
Importance: High

Hi Ellen,

Attached are two manual check requests for your approval, both are related to the Warhol Exhibit. One is for postage for brochure mailing and the other is for imaging rights. Please see email below.

Thank you.

Vera Humphrey

**Administrative Assistant to the
Vice President of Administrative Affairs**

College of DuPage 425 Fawell Blvd SRC 2130 Glen Ellyn, IL 60137

630-942-4285 (ph) 630-942-2297 (fax)

From: McGowan, Ellen <mcgowan@cod.edu>
Sent: Monday, May 8, 2023 1:01 PM
To: Humphrey, Vera <humphreyv@cod.edu>
Cc: Sekerka, Joyce <sekerkaj@cod.edu>; Junokas, Molly <junokasm@cod.edu>; Schoettle, Kari <schoettlek@cod.edu>
Subject: Manual Check Prints Titan Image Group 6361.20 and Carnegie Institute 3060.00
Importance: High

Hi Vera,

Hope you are doing well.

Please ask Ellen R to approve these manual prints for Titan Image Group. Both are related to the Warhol Exhibition: postage check for a Warhol brochure mailing and Imaging Rights for Carnegie Institute. Thank you.

It seems like we are going to be requesting more manuals as the exhibition opening gets closer. So many vendors are needing payment prior to ship/service these days.

Joyce,

We would like to have this printed in the run this week. Molly will pick up with the other checks.

Thank you.

Ellen McGowan

Business Manager

McAninch Arts Center

College of DuPage

425 Fawell Boulevard

Glen Ellyn, IL 60137

Office 630-942-3009

Cell 630-205-3627

3 attachments

image002.jpg

image001.jpg

Carnegie Institute Inv 23040 3060.00 05-08-23 Check Request Form.pdf