

*Handwritten notes:*  
20 / 25 / 1969  
Manuscript  
4/2/69  
Black  
H. Hodes

ADVISERS  
Alfred Barr Jr.  
Matta Echaurren  
Max Ernst  
Walter Hopps  
William S. Lieberman  
Man Ray  
Roland Penrose  
Sir Herbert Read  
William C. Seitz  
A. James Speyer  
E. L. de Wilde

JUL - 3 1969

OFFICERS AND DIRECTORS  
William N. Copley  
Noma Copley  
Marcel Duchamp  
Barnet Hodes  
Eleanor Hodes  
Darius Milhaud

ONE NORTH LA SALLE STREET • SUITE 4400 • CHICAGO, ILLINOIS 60602

July 1, 1969

Mr. Evan H. Turner, Director  
Philadelphia Museum of Art - Fairmount  
Benjamin Franklin Parkway at 26th Street  
Postoffice Box 7646  
Philadelphia, Pennsylvania 19101

My dear Mr. Turner:

Thank you for your letter of June 25, 1969, forwarding two copies of the Agreement relating to the gift of Duchamp's "Etant Donnes" to the Museum.

In the interest of a prompt resolution of this matter, I have signed the Agreement in behalf of the Cassandra Foundation in the form submitted and am returning both copies herewith. It is my understanding, however, that in implementing the provisions of paragraph 3 of the Agreement, the Museum will respect the firm wishes of William N. Copley to avoid any personal publicity in this matter.

After the Agreement has been signed by the Museum, will you please return one executed copy to me.

With best good wishes, I am

Sincerely yours,  
*Barnet Hodes*

Barnet Hodes  
Secretary-Treasurer  
Cassandra Foundation

BH:map

Enclosure: 2 copies of Memorandum of Agreement, dated July 1, 1969.

cc to Mr. Stock

Claudia  
Copsey  
Hades  
L. J. ...

Memorandum of Agreement

Cassandra Foundation, an Illinois nonprofit corporation (the "Foundation") and Philadelphia Museum of Art, a Pennsylvania nonprofit corporation (the "Museum") hereby stipulate and agree:

1. Foundation has given Museum Marcel Duchamp's Etant Donnés:  
1. la chute d'eau, 2. le gaz d'éclairage ("Etant Donnés"), and said object of art is now being installed by Museum without cost to Foundation in the art galleries of the Museum at Parkway and 26th Street, Philadelphia, Pennsylvania.

2. "Etant Donnés" will be displayed by Museum in a gallery within or adjoining Museum's collections of works by Marcel Duchamp, in a setting specially designed and constructed for the purpose of housing the same, the exhibition thereof in said location and setting to be continued for a period of at least fifteen (15) years, and indefinitely thereafter until such time as the Trustees of the Museum, in their discretion, determine that such exhibit and display is no longer feasible.

3. All publicity pertaining to this gift, and to the installation and display thereof by Museum, is left to the discretion and good judgment of its director and trustees subject, nevertheless, to the subsequent conditions and provisions of this agreement. "Etant Donnés" will not, under any circumstances, be permitted to leave the premises of Museum on loan or otherwise.

4. The installation and future maintenance of "Etant Donnés" will be the sole responsibility of Museum without contribution thereto by Foundation,

and said object of art shall be maintained by Museum at all times in a condition as close as possible to its present condition, ordinary wear and tear, and damage by fire or other casualty excepted; but Museum will exercise at least the same high degree of care in maintaining and protecting "Etant Donnés" which it exercises in the care and maintenance of its other collections.

5. For a period of 15 years from this date, Museum will not permit any copy of reproduction of "Etant Donnés" to be made, by photography or otherwise, excepting only pictures of the door behind which said object of art is being installed.

6. The gift by Foundation to Museum includes also one copy of the two-volume notebook prepared by the artist concerning the said object of art, the other copy of said notebook being in Foundation's possession. It is understood that neither party will release said notebooks, or the contents thereof, for publication, or allow the same out of its possession, during the aforesaid fifteen (15) year period, and that thereafter neither party will release the same without previous notice to and consultation with the other. Nothing herein contained, however, shall prevent Museum, in its discretion, from giving reputable scholars access to said notebook for purposes of study at the Museum and under its supervision, at any time after the installation of said object of art. These provisions with respect to the notebook shall apply equally to any other documentation accompanying the gift.

7. Museum will exercise its best efforts to consult the wishes of Mrs. Marcel Duchamp in respect to the maintenance and exhibition of "Etant

Donnés" insofar as this can be done consistently with the foregoing provisions hereof.

8. This memorandum shall be deemed to be the equivalent of a deed of gift from Foundation to Museum of said object of art, notebook and any other documentation accompanying the same, and confirms Museum's title to the same.

Dated: \_\_\_\_\_ July 1\_\_\_\_, 1969.

Cassandra Foundation

By: *Barnes Hodas*  
Secretary-Treasurer

Philadelphia Museum of Art

By: *Sam H* *am*  
Director