

*FRANCIS BACON AUTHENTICATION COMMITTEE*

TERMS OF SUBMISSION OF WORK ATTRIBUTED TO FRANCIS BACON  
TO THE AUTHENTICATION COMMITTEE FOR CONSIDERATION

To The Francis Bacon Authentication Committee (“the Committee”)  
and the Estates of Francis Bacon and John Edwards (“the Estates”)

I/We \_\_\_\_\_

of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel: \_\_\_\_\_

Mob: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

hereby confirm the following:

1.  I/We are the owner of the work(s) which we believe to be by Francis Bacon and which are described in the Schedule hereto (“the Work(s”).  
 I/We are the agent or proxy of the owner of the Work(s) and whose name and address appears in the Schedule hereto and I/we have the full authority of the owner to submit the Work(s) to the Committee.
2. I/We hereby submit the Work(s) to the Committee for its decision as to whether it/they is/are considered by the Committee to be authentic work(s) by Francis Bacon.
3. The Committee shall be comprised of five members. Further information about the Committee may be found on the Francis Bacon website (francis-bacon.com).

4. Submission of the Work(s) shall be made as follows:
- (a) The Work(s) shall be delivered to the Committee, at a London address and on a date to be agreed, at my/our risk.
  - (b) The Work(s) shall at all times while in the Committee's hands (including if the Work(s) are submitted for scientific analysis as referred to below) be held by the Committee at my/our risk.
  - (c) I/We submit 3 colour photographs of the Work(s) to the Committee at the time of delivery of the Work(s) and which shall be retained by the Committee. I/We are sending these photographs to:

The Estate of Francis Bacon  
7 Reece Mews  
London SW7 3HE  
United Kingdom

- (d) The Work(s) will be delivered to the Committee with any glazing removed, failing which I/we hereby unconditionally and at my/our risk authorise the Committee to remove and subsequently replace the glass covering the Work(s).
- (e) I/We shall prior to the delivery of the Work(s) transfer to the Committee's account a non-refundable sum of £500 per Work to contribute to the Committee's costs of considering the authenticity of the Work(s). This amount shall be transferred to the following account:

Account name: Francis Bacon Authentication Committee  
Account no.: 21305990  
Bank: C. Hoare & Co.  
Sort code: 15 : 99 : 00  
IBAN: GB97 HOAB 1599 0021 3059 90  
BIC: HOABGB2L

5. I/We attach good copies of any and all documentation which I/we have in my/our possession concerning the history of the Work(s), its/their successive ownership, excerpts of literature and/or articles which deal with the Work(s) and any other relevant material which may assist the Committee in considering the authenticity of the Work(s).
6. I/We acknowledge and accept that the following procedure will be followed by the Committee in considering the authenticity of the Work(s):
- (a) Once the Work(s) has/have been submitted to the Committee for consideration in accordance with this Agreement, the Work(s) shall be retained by the Committee for the duration of the authenticity consideration process, which includes consideration of any appeal.

- (b) At least two members of the Committee (“the Partial Committee”) shall make a decision on whether or not they consider the Work(s) is/are authentic (“the Decision”) within eight weeks of receiving the Work(s) (or, if the Work(s) are submitted for scientific analysis as referred to below, within eight weeks of receiving the results of such analysis), unless that time is extended by agreement.
  - (c) The Partial Committee may, entirely at its discretion, submit the Work(s) for such scientific analysis as it may consider appropriate.
  - (d) If the Partial Committee considers the Work(s) is/are authentic, the Decision will be communicated to me/us in writing.
  - (e) If the Partial Committee considers the Work(s) is/are not authentic, the Decision will be communicated to me/us in writing. The Partial Committee may provide reasons for deciding it does not consider the Work(s) to be authentic, but entirely at its discretion and without recourse to me/us. If the Partial Committee considers the Work(s) is/are not authentic, the Committee may, subject to any appeal, retain the Work(s).
7. I/We acknowledge that I/we have a right of appeal against the Decision and in the event of an appeal the following procedure will be followed:
- (a) Within 28 days of receiving written notice of the Decision, I/we will file with the Committee a written notice of appeal and an additional non-refundable fee of £500 per Work. The written notice of appeal shall set out my/our reasons for disagreeing with the Decision and any further information I/we consider may assist the Committee in determining the appeal. The written notice of appeal shall be accompanied by any supporting documents that I/we consider support the authenticity of the Work(s) and to which I/we wish the Committee to refer in determining the appeal.
  - (b) Any written notice of appeal filed outside the 28 day time period may be considered by the Committee, but entirely at its discretion. If a written notice of appeal is filed outside the 28 day time period, it should be made as soon as possible thereafter and should include a full explanation of the circumstances of the lateness of the appeal.
  - (c) On an appeal, the Decision will be reconsidered by a quorum of at least 3 members of the Committee (“the Full Committee”). The Full Committee may either uphold or reverse the Decision.
  - (d) The Full Committee may, entirely at its discretion (and whether or not the Partial Committee has submitted the Work(s) for scientific analysis), submit the Work(s) for such scientific analysis as it may consider appropriate.
  - (e) The Full Committee will issue a written decision setting out the outcome of the appeal and the reasons for that outcome. The Full Committee will normally endeavour to issue its written decision within 60 days of receiving

the written notice of appeal and additional fee.

- (f) There is no further right of appeal from the decision of the Full Committee.
8. Within 7 days of notice being given on behalf of the Committee to me/us, I/we undertake to arrange for the removal of the Work(s) from the Committee at my/our expense. The Committee may retain the Work(s) pending any appeal procedure.
9. I/We further acknowledge and accept the following:
- (a) Any decision of the Committee (whether the Partial Committee and/or the Full Committee) on the authenticity of the Work(s) shall be the Committee's decision alone and will be binding on me/us.
  - (b) Although the Committee shall use its best endeavours to consider whether or not the Work(s) are authentic, any decision on authenticity is the opinion of the Committee and shall not constitute any form of warranty that the Committee's decision on the authenticity of the Work(s) is true and correct.
  - (c) The Committee accepts no liability of whatsoever nature arising directly or indirectly from or as a result of any errors, inaccuracies or omissions, whether caused by the negligence of the Committee or otherwise, contained in any decision issued by the Committee on the authenticity of the Work(s).
  - (d) Neither the Committee nor any member of it shall be liable in any way to me/us whether in contract, tort (including negligence) or otherwise in any jurisdiction as a result of any decision taken by the Committee or any opinion on the Work(s) which may be expressed by or on behalf of the Committee or any member of it. Nor shall the Estates or either of them be liable in any way to me/us whether in contract, tort (including negligence) or otherwise in any jurisdiction as a result of communicating to any third party any decision taken by the Committee or any opinion on the Work(s) which may be expressed by or on behalf of the Committee or any member of it. I/we acknowledge that it shall be reasonable for the Estates to rely upon any decision taken by the Committee or any opinion on the Work(s) which may be expressed by or on behalf of the Committee and I/we consent to the communication to third parties of any decision taken by the Committee or any opinion on the Work(s) which may be expressed by or on behalf of the Committee.
  - (e) The risk of any damage to, loss or theft of the Work(s) shall at all times remain with me/us and the Committee shall not be liable to me/us in bailment (whether on the basis of strict liability or negligence), contract, tort (including negligence) or otherwise for any damage to, or loss or theft of, the Work(s) while the Work(s) is/are in the possession of the Committee for the purposes of authentication. In particular, but without prejudice to the generality of the foregoing, (i) if the Committee, in the exercise of its discretion, submits the Work(s) for scientific analysis it shall not be so liable to me/us for any damage or alteration to, or loss or theft of, the Work(s) in

the course of, resulting from or arising in connection with such analysis, and (ii) the Committee shall not be liable for any acts or omissions (including negligence) on the part of any scientific expert(s) or other person(s) to whom the Committee may entrust the Work(s).

- (f) Whether or not the Committee considers the Work(s) to be authentic, any decision regarding the inclusion or otherwise of the Work(s) in the publication of any Catalogue Raisonné, whether published in hard copy or in any form of digital media, will be entirely at the discretion of the Committee and the Committee's decision on whether or not the Work(s) should be included in any Catalogue Raisonné shall not constitute any form of representation or warranty of its opinion on the authenticity of the Work(s).
- (g) No member of the Committee has any financial interest in the Work(s) and the Committee will not make any statements about the value of the Work(s).
- (h) The Committee may decide, in its sole discretion and without limitation, to notify and/or disclose to any third party any decision of the Committee (whether the Partial Committee or the Full Committee) relating to the authentication of the Work(s).
10. I/We confirm that if the Work(s) is/are included in any Catalogue Raisonné, whether published in hard copy or in any form of digital media, the Committee may deal with disclosure of my/our name and address or that of the owner in the Catalogue Raisonné as follows:
- The Committee is authorised to disclose my/our name as the owner.
  - The Committee is NOT authorised to disclose my/our name as the owner.
  - In the case where I/we are the agent or proxy of the owner, the Committee is authorised to disclose my/our name and/or that of the owner.
  - In the case where I/we are the agent or proxy of the owner, the Committee is NOT authorised to disclose my/our name and/or that of the owner.
11. This Agreement constitutes the entirety of the relationship between me/us and the Committee and I/we acknowledge that references herein to the Committee shall be interpreted so as to include both the Committee (including the Partial Committee and the Full Committee) and its members acting as a body and individually.
12. I/We accept that any dispute arising under this Agreement shall be governed by English law and subject to the exclusive jurisdiction of the High Court of Justice of England and Wales.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Agreed on behalf of the Committee: \_\_\_\_\_

For and on behalf of the Francis Bacon  
Authentication Committee

SCHEDULE OF WORK(S) SUBMITTED  
REFERRED TO IN PARAGRAPH 1 HEREOF

Title [and other details (size, medium, etc.)]	
Owner	
Agent of Owner (if any)	
Date	
Provenance	
Exhibitions	
Bibliographical references	
Current permanent location	
[Estimated value]	