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For additional information, see:

PAINTING AND SCULPTURE DEPARTMENT

files on Inter-Museum Agreement

and

Trustees Meetings

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Final agreement

Return to D. Miller's file !!

## Agreement

between

THE METROPOLITAN MUSEUM OF ART

THE MUSEUM OF MODERN ART

and

WHITNEY MUSEUM OF AMERICAN ART

Dated as of September 30, 1948

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AGREEMENT made as of September 30, 1948, between THE METROPOLITAN MUSEUM OF ART, a New York corporation (hereinafter referred to as "Metropolitan Museum"), THE MUSEUM OF MODERN ART, a New York corporation (hereinafter referred to as "Modern Museum"), and WHITNEY MUSEUM OF AMERICAN ART, a New York corporation (hereinafter referred to as "Whitney Museum");

WHEREAS, the parties entered into an agreement dated as of September 15, 1947, defining their respective fields of interest in the collection and exhibition of paintings, drawings, prints and sculpture and providing for the sale or loan of certain objects of art and for other related matters (hereinafter called the "1947 Agreement"); and

WHEREAS, Whitney Museum became a party to the 1947 Agreement during the pendency of the proposed coalition between Whitney Museum and Metropolitan Museum; and

WHEREAS, Whitney Museum has abandoned the plan for coalition and therefore certain provisions of the said agreement are not operative:

Now, THEREFORE, the parties, in consideration of the mutual covenants herein contained, agree as follows:

FIRST: Whitney Museum hereby withdraws from the 1947 Agreement and releases Metropolitan Museum and Modern Museum from all obligations thereunder.

SECOND: Metropolitan Museum and Modern Museum agree that Whitney Museum shall cease to be a party to the 1947 Agreement and release Whitney Museum from all obligations thereunder.

THIRD: Metropolitan Museum and Modern Museum agree that on and after September 30, 1948 the 1947 Agreement shall be amended so as to read as set forth in the "Amended Agreement" annexed hereto and as so amended shall remain in full force and effect as between them for the balance of the original term of said agreement.

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*final  
Emiller*

AMENDED

## Agreement

between

THE METROPOLITAN MUSEUM OF ART

and

THE MUSEUM OF MODERN ART

Dated as of September 15, 1947

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers and their corporate seals to be hereunto affixed as of the day and year first above written.

THE METROPOLITAN MUSEUM OF ART

By ROLAND L. REDMOND  
*President*

Attest:

DUDLEY T. EASBY, JR.  
*Secretary*

THE MUSEUM OF MODERN ART

By JOHN HAY WHITNEY  
*Chairman of the Board*

Attest:

THOMAS W. BRADEN  
*Secretary*

WHITNEY MUSEUM OF AMERICAN ART

By FLORA WHITNEY MILLER  
*President*

Attest:

WALTER G. DUNNINGTON  
*Secretary*

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AGREEMENT made as of September 15, 1947, between THE METROPOLITAN MUSEUM OF ART, a New York corporation (hereinafter referred to as "Metropolitan Museum"), and THE MUSEUM OF MODERN ART, a New York corporation (hereinafter referred to as "Modern Museum");

WHEREAS, Metropolitan Museum is concerned primarily with the visual arts of the past, both American and foreign, and Modern Museum is concerned primarily with the encouragement and study of the visual arts of the present and recent past, both American and foreign; and

WHEREAS, it is desirable in the interests of rendering better service to the public and affecting economies to define the activities of the parties in regard to the collection and exhibition of paintings, drawings, prints and sculpture; and

WHEREAS, it is the expectation of the parties that this agreement will be renewed from time to time on similar terms and that the ultimate result of the continued renewal hereof will be that Metropolitan Museum will eventually have the opportunity to acquire any paintings, drawings, prints and sculpture now owned or hereafter acquired by Modern Museum on terms permitting such transfer:

Now, THEREFORE, the parties, in consideration of the mutual covenants herein contained, agree as follows:

FIRST: For the purposes of this agreement, the term "modern art" shall be deemed to include any painting, drawing, print or sculpture by a living artist and any such work of art by a deceased artist which is still significant in the contemporary movement in art, and the term "classic art" shall be deemed to include all other paintings, drawings, prints or sculpture which have become part of the cultural history of mankind.

SECOND: Metropolitan Museum agrees:

(1) To deposit with Modern Museum such paintings, drawings, prints and sculpture now owned or hereafter acquired by Metropolitan Museum as it believes can be more appropriately

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exhibited by Modern Museum. The objects of art to be deposited initially are listed in Schedule A hereto attached.

(2) To lend freely to Modern Museum objects of classic art which Modern Museum may deem useful in showing the development of current trends or the relationship of modern to classic art and which Metropolitan Museum does not consider inappropriate for lending.

(3) To purchase from Modern Museum the paintings, drawings and sculpture listed in Schedule B hereto attached and in consideration thereof to pay Modern Museum the sum of \$191,000, payable in four annual installments of \$39,000 each, the first installment to be paid on October 1, 1947, and a final installment of \$35,000 to be paid on October 1, 1951. Delivery of such objects of art to Metropolitan Museum shall be made not later than October 1, 1957. Title to each such object of art shall pass to Metropolitan Museum upon the payment of the final installment of purchase price or upon delivery thereof to Metropolitan Museum, whichever event first occurs.

(4) To consult with Modern Museum in connection with developing representative collections in the fields in which the parties are specially interested.

(5) Not to exhibit foreign modern art without prior consultation with Modern Museum.

(6) To advise Modern Museum of its program of exhibitions and to cooperate with Modern Museum in coordinating their respective programs of exhibitions.

THIRD: Modern Museum agrees:

(1) To deliver to Metropolitan Museum the Daumier painting described in subdivision (s) (17) of Article Fifth of the will of Lizzie P. Bliss promptly upon the execution of this agreement.

(2) To sell to Metropolitan Museum the paintings, drawings and sculpture listed in Schedule B in consideration of the payments to be made to Modern Museum as provided in Article Second, Paragraph (3) hereof. Delivery of said objects of art to Metropolitan Museum shall be made, and title thereto shall pass to Metropolitan Museum, as provided in Article Second, Paragraph (3) hereof. Modern Museum declares that any new work of art acquired out of the proceeds of sale of any of the above objects of



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art, shall bear the name of the donor or fund through which the relevant object of art sold was originally acquired.

(3) To deposit with Metropolitan Museum such paintings, drawings, prints and sculpture now owned or hereafter acquired by Modern Museum as it believes can be more appropriately exhibited by Metropolitan Museum.

(4) To lend freely to Metropolitan Museum objects of modern art which it may deem useful in showing the development of current trends and which Modern Museum does not consider inappropriate for lending.

(5) To consult with Metropolitan Museum in connection with developing representative collections in the fields in which the parties are specially interested.

(6) To advise Metropolitan Museum of its program of exhibitions and to cooperate with Metropolitan Museum in coordinating their respective programs of exhibitions.

FOURTH: While the parties expect that this agreement will provide a permanent pattern for their mutual activities, they recognize that it is unwise to bind institutions indefinitely to a particular course of conduct or to the expenditure of funds for specific purposes. For these reasons, this agreement shall terminate on October 1, 1957. The parties expect, as this agreement or any renewal thereof terminates, to enter into a new agreement similar to the predecessor agreement.

Upon the termination of this agreement, the obligations of Modern Museum under Article Third, Paragraph (2) hereof to deliver to Metropolitan Museum the paintings, drawings, prints and sculpture listed in Schedule B shall survive such termination and remain in effect and all paintings, drawings, prints or sculpture deposited by Metropolitan Museum with Modern Museum or by Modern Museum with Metropolitan Museum shall be returned to the depositing museum.

FIFTH: Pending delivery of each object of art to be acquired by Metropolitan Museum hereunder, Modern Museum shall retain the same for the benefit of Metropolitan Museum and shall insure it to the extent of its market value for the benefit of Metropolitan Museum by an all-risk fine arts policy or policies in the form currently in use. In

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case Modern Museum shall fail to deliver any such object of art to Metropolitan Museum by the date herein specified, Modern Museum shall forthwith pay to Metropolitan Museum a sum equal to the then market value of such object of art less any insurance recovered by Metropolitan Museum. For the purposes of this article, the market value of any such object of art shall be the amount heretofore determined by mutual agreement unless Metropolitan Museum at intervals of not less than one year shall have requested that such market value be redetermined, in which case the market value shall be the amount so redetermined by mutual agreement or in accordance with the provisions of Article EIGHTH hereof.

SIXTH: Nothing herein contained shall be deemed (a) to limit the right of each party to control its own policy of purchases or (b) to require any party to accept deposits of objects of art which it may determine to be inappropriate for inclusion in its collections or (c) to prevent Metropolitan Museum from retaining, collecting or lending modern art prints and making them available to the public except through its own exhibitions of foreign modern art prints or (d) to require the labelling of any objects of art acquired by Metropolitan Museum hereunder as the property of Metropolitan Museum until such time as said objects of art shall have been delivered to Metropolitan Museum.

Each party agrees that whenever it exhibits, reproduces or catalogues any painting, drawing, print or sculpture deposited with it or lent to it by the other party hereto, appropriate reference shall be made to the museum of origin and the donor or fund through which the work was originally acquired by the depositing or lending museum. Each party further agrees that whenever it catalogues any painting, drawing, print or sculpture sold to it by the other party hereto, appropriate reference shall be made to the selling museum and to the donor or fund through which the work was originally acquired by the selling museum.

SEVENTH: Except as specifically provided herein, each museum shall be free to follow such policies as it may deem advisable in all

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other activities and particularly in educational and other programs designed to encourage commercial and industrial art.

EIGHTH: In the event that any difference of opinion shall arise between the Metropolitan Museum and the Modern Museum over the interpretation of any provision hereof or its performance, the matter shall be referred to a committee composed of three Trustees from each of the two museums and the decision of a majority of such committee shall be final and binding upon the parties. If the committee shall be equally divided, the matter shall then be referred to an individual selected by a majority of such committee and the decision of such individual shall be final and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers and their corporate seals to be hereunto affixed as of the day and year first above written.

THE METROPOLITAN MUSEUM OF ART

By \_\_\_\_\_  
*President*

Attest:

\_\_\_\_\_  
*Secretary*

THE MUSEUM OF MODERN ART

By \_\_\_\_\_  
*Chairman of the Board*

Attest:

\_\_\_\_\_  
*Asst. Secretary*



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MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE MUSEUM OF MODERN ART  
HELD ON THURSDAY, OCTOBER 14, 1948 AT 5:00 P.M. IN THE TRUSTEES' ROOM

PRESENT: Mr. Whitney, Chairman: Mr. Barr, Mrs. Bliss, Mr. Burden, Mr. Clark  
Mrs. Crane, Mr. d'Harnoncourt, Mr. Goodwin, Mrs. Guggenheim,  
Mr. Harrison, Mrs. Levy, Mr. Lewisohn, Mr. Macdonald, Mr. Paley,  
Mrs. Parkinson, Mr. David Rockefeller, Mr. Nelson Rockefeller,  
Mr. Soby, Mr. Wheeler.  
Guests: Mr. Braden, Miss Cable

#### REPORT OF THE CHAIRMAN OF THE BOARD

Mr. Whitney welcomed Mr. David Rockefeller as a Trustee of the Museum.

Mr. Whitney reported that since the cancellation of the agreement between the Whitney Museum and the Metropolitan Museum of Art Mr. Rockefeller, Mr. Redmond and Mr. Whitney had met and drafted a revised agreement between the Metropolitan and the Museum of Modern Art. The change in the agreement amounts simply to taking out any mention of the Whitney which occurs in the old agreement. The Chairman reported that Mr. Husted had studied and approved the new agreement.

Mr. Nelson Rockefeller added that the Museum agreement is now bilateral, the Museum of Modern Art receiving certain funds from the Metropolitan Museum of Art for the purchase of modern art. The President suggested the possibility of a further step by which the Museum of Modern Art might be helpful to the Metropolitan in connection with the Hearn Fund and other funds which the Metropolitan has for purchasing modern American art.

#### REPORT OF THE PRESIDENT

Television: The President reported that several developments have been made towards moving forward in the field of television under the chairmanship of Mr. Paley. The Museum is working out some interesting ideas which have been discussed by the Secretary with many of the Trustees. He asked Mr. Paley to give a report on the television possibilities. Mr. Paley felt that a report at this time would be premature and that he would rather wait until the results of the experimental television program, one which was shown two weeks ago, were available. He said that on the whole there should be some very interesting material in the Museum for public consumption and that we would be particularly helped by the Film Library which, from the standpoint of the public, he thought the most immediately interesting.

Radio: The President announced that there will be an experimental radio series on Station WNEW originating from the Museum auditorium beginning in the early part of November. The Secretary's office is now working with WNEW on plans for this experimental series which will offer a chance for the Museum to come a little closer to a wider audience and, as time goes on, will provide an opportunity for us to see how much interest is aroused through this medium.

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MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE MUSEUM OF MODERN ART  
HELD ON THURSDAY, MARCH 13, 1952, AT 4:30 P. M., IN THE TRUSTEES ROOM

PRESENT: Mr. John Hay Whitney, Chairman  
Mr. Alfred H. Barr, Jr., Mr. Rene d'Harnoncourt,  
Mr. Philip L. Goodwin, Mr. Wallace K. Harrison,  
Mr. James W. Husted, Mrs. Albert D. Lasker,  
Mrs. David M. Levy, Mr. Ranald H. Macdonald,  
Mrs. G. Macculloch Miller, Mr. David Rockefeller,  
Mr. Nelson A. Rockefeller, Mr. James Thrall Soby,  
Mr. Monroe Wheeler.

Guest: Mrs. John D. Rockefeller 3d

Staff: Mr. Charles T. Keppel, Mr. George S. Stillman

ABSENT: Mr. Frederic Clay Bartlett, Mrs. Robert Woods Bliss,  
Mr. William A. M. Burden, Mr. Stephen C. Clark,  
Mrs. W. Murray Crane, Mrs. Edsel B. Ford, General  
A. Conger Goodyear, Mrs. Simon Guggenheim,  
Mrs. Henry R. Luce, Dr. Henry Allen Moe,  
Mr. William S. Paley, Mrs. E. Bliss Parkinson,  
Mrs. Charles S. Payson, Mr. Duncan Phillips,  
Mr. Andrew Ritchie, Mr. Beardsley Ruml,  
Professor Paul J. Sachs, Mr. John L. Senior, Jr.,  
Mrs. John S. Sheppard, Mr. Edward M. M. Warburg.

Staff: Miss Natalie Hoyt

The minutes of the meeting of February fourteenth were approved as circulated.

AGREEMENT BETWEEN THE METROPOLITAN MUSEUM OF ART AND THE MUSEUM  
OF MODERN ART

The Chairman reported that he had had conversations with Mr. Roland Redmond, President of the Metropolitan Museum of Art, concerning the intermuseum agreement entered into in 1947 and subsequently amended when the Whitney Museum of American Art withdrew from the agreement in 1948. He recalled that the agreement defined the respective fields of interest of the parties concerned in the collection and exhibition of paintings, drawings, prints, and sculpture; that it provided for the sale or loan of certain objects of art; and that it was the expectation of the parties that the ultimate result would be that the Metropolitan Museum would eventually have the opportunity to acquire any paintings, drawings, prints, and sculpture then owned or thereafter acquired by the Museum of Modern Art on terms permitting such transfer.

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It was recognized in the agreement that it would be unwise to bind institutions indefinitely to a particular course of conduct or to the expenditure of funds for specific purposes. For these reasons, the agreement was for a ten year period, terminating on October 1, 1957. Under the terms of this agreement the Metropolitan Museum agreed to purchase twenty-six paintings, drawings, sculpture and the collection of American Folk art, for the sum of \$191,000, payable in four annual installments, and the final installment was paid on October 1, 1951. Delivery of such objects of art to the Metropolitan Museum was to be made not later than October 1, 1957.

The Chairman said that there has seemed to some of the Trustees, since the agreement has served its purpose and the Museum's relationship with the Metropolitan Museum is on a friendly basis, that there would be little value in continuing a binding agreement for the remaining five-year period. Mr. Redmond has consulted his Executive Committee in regard to this matter, and they have agreed to terminate the agreement provided that delivery is made immediately of some, if not all, of the works they have purchased. It is understood, however, that the Metropolitan Museum would be willing to let certain pictures and/or sculpture remain on exhibition wherever they would best serve the interests of the community, whether at this Museum or at the Metropolitan Museum, and it was agreed that Messrs. Rene d'Harnoncourt and Theodore Rousseau, Jr, Curator of Paintings at the Metropolitan Museum, would discuss the matter further.

Mr. James W. Husted pointed out that title to the objects had passed to the Metropolitan Museum upon the payment of the final installment of the purchase price. Mr. Alfred H. Barr, Jr. said that an obligation to deliver these works at this time would deprive the Museum of eight paintings and sculptures on view continuously and he expressed the hope that the Museum could exhibit the objects until we find some substitutions. Mr. Husted stated that the agreement provides that if the parties agree to terminate after the stated period, delivery shall be made of the works not later than October 1, 1957, but the Metropolitan Museum does not have to terminate at this time since no cancellation clause was incorporated in the agreement. The price of termination is immediate delivery of some of the objects.

After discussion and upon motion made by Mr. Husted and seconded by Mr. David Rockefeller, it was voted unanimously to authorize the proper officers of the Museum to negotiate the termination of the present agreement between the Metropolitan Museum of Art and the Museum of Modern Art on such terms as they deem wise, in the common interest of all concerned and with the well-being and welfare of the community in mind.

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10-7-48

# WHITNEY MUSEUM OF AMERICAN ART

G E R T R U D E V. W H I T N E Y, F O U N D E R

TEN WEST EIGHTH STREET · NEW YORK



October 1, 1948

The Trustees of the Whitney Museum of American Art today made the following announcement:

A short time after the death of Gertrude Vanderbilt Whitney, the founder and sponsor of the Whitney Museum of American Art, the Trustees of that Museum and the Trustees of the Metropolitan Museum of Art reached a tentative agreement looking toward the eventual coalition of the two museums. The Trustees of the Whitney Museum looked forward to this coalition, which would have combined the two most important collections of American art and housed them in a suitable wing of the country's largest museum, and at the same time would have continued the original purposes of Gertrude Vanderbilt Whitney in founding the Whitney Museum. Since 1943 the staffs of the two museums have endeavored to integrate their activities as a preliminary to this coalition. However, the aims of the two institutions in relation to contemporary art have proved to be so divergent that the Trustees of the Whitney Museum have decided to abandon the plans for coalition.

The Whitney Museum represents a long tradition of liberalism in contemporary American art. The Museum's origins go back forty years, to 1908, when Mrs. Whitney founded the Whitney Studio Gallery to provide a place where progressive artists, excluded from the academic art world, could exhibit and sell their work. For many years the Gallery and its successor the Whitney Studio Club were important centers of liberal art in the country. With the founding of the Whitney Museum in 1930 this liberal tradition was embodied in permanent form.

The Museum, which is primarily concerned with contemporary art, has always aimed impartially to represent the many diverse tendencies of the art of our time. Without attempting to present a mathematical cross-section of present-day art, it has tried to show its most vital trends and personalities. It was founded upon the principle that one of the most important duties of an institution devoted to contemporary art is to be hospitable to new tendencies and new talents, and it has always made a special point of giving early recognition to younger artists. Periodical viewings are held to which any artist anywhere in the country can send his work, and in this way many new artists come to the Museum's attention and are included in its exhibitions and its collections. A considerable proportion of every exhibition is by artists not previously represented in the Museum and often not previously shown by dealers. In the past the Museum was among the first to show successive trends such as expressionism, the



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American scene, social realism, and abstraction, which were later widely accepted; and it continues to give recognition to the advanced trends of today, without neglecting the solid achievements of artists of established reputations.

In the years of contact between the staffs of the Whitney Museum and of the Metropolitan Museum since the first announcement of the proposed coalition in 1943, it has become increasingly apparent that there were serious divergences in the attitude toward contemporary art of the two institutions, especially with respect to the showing of advanced trends in the art of today. This disagreement in fundamental principles raised grave doubts in the minds of the Trustees of the Whitney Museum whether the Museum's liberal tradition could be preserved after the coalition. This consideration outweighed the many advantages of the coalition. Therefore after careful deliberation they have decided reluctantly and with sincere regret to abandon the plans for the coalition. The Museum will be continued as an independent institution, carrying forward the liberal purposes on which it was founded by Gertrude Vanderbilt Whitney.

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DRAFT OF AN AGREEMENT BETWEEN THE WHITNEY MUSEUM OF AMERICAN  
ART AND THE MUSEUM OF MODERN ART  
We, the Whitney Museum of American Art and the Museum of  
Modern Art, agree to cooperate in the field of modern art in order  
to establish through our respective efforts a broader and more com-  
prehensive program in this field. We believe that the interests of  
the public and the American artists will best be served if each of  
the two institutions enlarges and intensifies its activities in ac-  
cordance with its own established viewpoint and policy. The Museum  
of Modern Art recognizes the unique achievements of the Whitney  
Museum in the field of American painting and sculpture. It is fully  
aware that the Whitney Museum, true to the aims of its founder,  
Mrs. Gertrude Vanderbilt Whitney, has established itself as a forum  
for American art and American artists. The Whitney Museum of American  
Art recognizes the contribution of the Museum of Modern Art to the  
public's knowledge and appreciation in the entire field of modern art,  
including painting and sculpture, architecture, design, photography  
and the motion picture, and its concern with American art as an im-  
portant and dynamic factor in the art of our time.

In order to make the proposed program most effective, each of  
the two museums will make available substantial additional funds for  
its purchases in the field of modern American art and will increase  
its efforts to draw on new talent throughout the country. The two

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institutions will freely lend to each other from their collections and coordinate their exhibition programs so that between the two museums the public will be able to view, at all times, a large and representative collection of modern American art. To avoid unnecessary duplication of effort and overlapping of programs the two museums will assist each other in matters of research and in the circulation of exhibitions, and establish a staff committee to coordinate their independent activities.

- CC: Mr. Clark  
Dr. Moe  
Mr. Whitney  
Mr. Rockefeller  
Mr. Barr  
Mr. Ritchie  
Miss Chamberlain

- Mr. Goodrich  
Mr. More

*June 1947*

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cc: Mr. Goodwin  
DRAFT OF A RELEASE OF THE AGREEMENT BETWEEN THE WHITNEY  
Mr. Goodrich  
MUSEUM OF AMERICAN ART AND THE MUSEUM OF MODERN ART  
Mr. Johnson

Mrs. G. Macculloch Miller, President of the Whitney  
Museum of American Art, and Mr. John Hay Whitney, Chairman  
of the Board of Trustees of the Museum of Modern Art, announce  
Dear Harmon:  
that an agreement has been reached between the two museums to  
cooperate in the establishment of a broader and more compre-  
hensive program in the field of modern American art. In this  
agreement the two institutions affirm their belief that the  
interests of the public and the American artists will be served  
best if each of them increases and intensifies its own activi-  
ties in accordance with its established viewpoint and policy and  
they propose to coordinate their research and exhibition programs  
in order to avoid unnecessary duplication and overlapping. Both  
museums will make available substantial additional funds for their  
purchases in the field of contemporary American art and will in-  
crease their efforts to draw on new talent throughout the country.  
The two institutions will lend to each other freely from their  
collections and arrange their exhibition programs so that between  
the two museums the public will be able to view at all times a large  
and representative collection of American art. Staff members from  
each institution have been appointed to serve on a coordination com-  
mittee to put this program into effect.

New York 11, New York  
Sept. (?) 1948  
Announced Oct. 1, 1948

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cc: Mr. Goodwin  
Mr. Noel  
Mr. Goodrich  
✓ Mr. Barr  
Mr. Johnson

May 19, 1950

Dear Hermon:

Thank you very much for your good letter of May 17 and the alternate set of drawings for the new building of the Whitney Museum of American Art.

Our Committee unanimously approved the plans for the East facade presented in Scheme X, showing a metal fascia above the top story and vertical metal ribs. We completely agree with you that the window division shown in Scheme 7 is the most desirable and that therefore it should be used instead of the one on Scheme X.

Concerning the North facade we will, of course, defer to your preferences.

Let me take this opportunity to thank you, Auguste Noel and Lloyd Goodrich for the wonderful spirit of cooperation you have shown in conferring with us. I sincerely believe that our meetings have been most fruitful and all of us here are looking forward with the greatest of pleasure to continuing our collaboration.

With very best regards,

Faithfully yours,

Rene d'Harnoncourt

Mr. Hermon More  
Director  
Whitney Museum of American  
Art  
10 West 8th Street  
New York 11, New York

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DRAFT OF AN AGREEMENT BETWEEN THE WHITNEY MUSEUM OF AMERICAN  
ART AND THE MUSEUM OF MODERN ART

We, the Whitney Museum of American Art and the Museum of Modern Art, agree to cooperate in the field of modern art in order to establish through our respective efforts a broader and more comprehensive program in this field. We believe that the interests of the public and the American artists will best be served if each of the two institutions enlarges and intensifies its activities in accordance with its own established viewpoint and policy. The Museum of Modern Art recognizes the unique achievements of the Whitney Museum in the field of American painting and sculpture. It is fully aware that the Whitney Museum, true to the aims of its founder, Mrs. Gertrude Vanderbilt Whitney, has established itself as a forum for American art and American <sup>painters and sculptors</sup> artists. The Whitney Museum of American Art recognizes the contribution of the Museum of Modern Art to the public's knowledge and appreciation in the entire field of modern art, including painting and sculpture, architecture, design, photography and the motion picture, and its concern with American art as an important and dynamic factor <sup>within this field</sup> in the art of our time.

In order to make the proposed program most effective, each of the two museums will make available substantial additional funds for its purchases in the field of modern American art and will increase its efforts to draw on new talent throughout the country. The two

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institutions will freely lend to each other from their collections and coordinate their exhibition programs so that between the two museums the public will be able to view, at all times, a large and representative collection of modern American art. To avoid unnecessary duplication of effort and overlapping of programs the two museums will assist each other in matters of research and in the circulation of exhibitions, and establish a staff committee to coordinate their independent activities.

CC: Mr. Clark  
Dr. McE  
Mr. Whitney  
Mr. Rockefeller  
Mr. Barr  
Mr. Ritchie  
Miss Chamberlain  
  
Mr. Goodrich  
Mr. More

June 1947

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DRAFT OF A RELEASE OF THE AGREEMENT BETWEEN THE WHITNEY  
MUSEUM OF AMERICAN ART AND THE MUSEUM OF MODERN ART

Mrs. G. Macculloch Miller, President of the Whitney Museum of American Art, and Mr. John Hay Whitney, Chairman of the Board of Trustees of the Museum of Modern Art, announce that an agreement has been reached between the two museums to cooperate in the establishment of a broader and more comprehensive program in the field of modern American art. In this agreement the two institutions affirm their belief that the interests of the public and the American artists will be served best if each of them increases and intensifies its own activities in accordance with its established viewpoint and policy and they propose to coordinate their research and exhibition programs in order to avoid unnecessary duplication and overlapping. Both museums will make available substantial additional funds for their purchases in the field of contemporary American art and will increase their efforts to draw on new talent throughout the country. The two institutions will lend to each other freely from their collections and arrange their exhibition programs so that between the two museums the public will be able to view at all times a large and representative collection of American art. Staff members from each institution have been appointed to serve on a coordination committee to put this program into effect.

Sept (?) 1948  
Announced Oct. 1, 1948



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cc: Mr. Goodwin  
Mr. Noel  
Mr. Goodrich  
Mr. Barr  
Mr. Johnson

May 19, 1950

Dear Hermon:

Thank you very much for your good letter of May 17 and the alternate set of drawings for the new building of the Whitney Museum of American Art.

Our Committee unanimously approved the plans for the East facade presented in Scheme X, showing a metal fascia above the top story and vertical metal ribs. We completely agree with you that the window division shown in Scheme 7 is the most desirable and that therefore it should be used instead of the one on Scheme X.

Concerning the North facade we will, of course, defer to your preferences.

Let me take this opportunity to thank you, Auguste Noel and Lloyd Goodrich for the wonderful spirit of cooperation you have shown in conferring with us. I sincerely believe that our meetings have been most fruitful and all of us here are looking forward with the greatest of pleasure to continuing our collaboration.

With very best regards,

Faithfully yours,

Rene d'Harnoncourt

Mr. Hermon More  
Director  
Whitney Museum of American  
Art  
10 West 8th Street  
New York 11, New York