

EXPERIMENTA

EXPERIMENTA LIFE FORMS COMMISSIONS

DRAFT TERMS & CONDITIONS

EXTRACT FROM THE FULL COMMISSION CONTRACT

Deliverables and Budget:

Production of an artwork for exhibition and national tour. The work must be able to be installed in multiple different venues, and robust enough for regular install, deinstall and freight over 3 years.

- The Artist undertakes that the Artwork will be fully completed in accordance with the Artist's Proposal set out in [Attachment A] and any alterations approved by Experimenta by [date] (or earlier if agreed). The artist undertakes to provide the work in working order.
- The Artist will provide thorough installation and trouble shooting documentation as part of completion process.
- The artists will remain contactable and responsive to maintenance or trouble shooting queries through out the presentation period.
- The Artist will be paid a total amount of up to \$8,000 in accordance to the milestone / fee schedule / contract terms. There are no other payments or additional budget allowance for the production of the artwork from Experimenta.
- The artist must ensure that the work is safe for exhibition including the provision of a Risk Assessment form and SWMS form for installation process developed in consultation with Experimenta.
- The work must be suitable and crated for a National Tour.
- The artist will receive the standard artist fees for the National Tour [as per NAVA touring show fee schedule].
- Experimenta reserves the right to withdraw the Artwork from the Exhibition, the catalogue and other materials relating to the Exhibition at its sole discretion if the Artwork no longer meets the requirements or specifications of the Exhibition as determined by Experimenta.
- Experimenta will arrange freight of the artwork to Melbourne for the Exhibition and National Tour and return Artwork/s to the artist [at the same location] at the end of the Tour.

Copyright and reproduction:

- The Artist will retain full ownership and copyright of the completed Artwork. Experimenta reserves the right to use any image or graphics supplied by the Artist and/or reproduce images of the documentation of the Artwork/s in order to promote the Artwork, the Artist and Experimenta.
- The Artist permits Experimenta to document the Artwork/s in any appropriate format (including still images and up to two minutes of moving images taken from or of the Artwork/s) for archival, promotional, education and reporting purposes, and to publish documentation in electronic and print media, including (but not limited to) Exhibition catalogue and other publications published by Experimenta, education resources, marketing and publicity material, social media, Experimenta website and public presentations by Experimenta.
- The Artist grants Experimenta a non-exclusive license in perpetuity to reproduce documentation of the Artwork/s anywhere in the world for these purposes. All such use by Experimenta of documentation of the Artwork/s will be credited to the Artist unless otherwise advised. Artists reserve the right to request copies of documentation of Artwork/s.
- The Artist agrees that all published images of the documentation of the Artwork/s displayed in the Exhibition and National Tour must acknowledge Experimenta in all captions and credits accompanying all reproductions of the Artwork/s. In all such captions and credits reference

must be made to the full title of the Exhibition, namely: '*Experimenta Life Forms - Experimenta Commission 2020*'.

- The Artist shall give perpetual recognition to Experimenta on all promotional, packaging and other materials to do with the Artwork, including electronic archiving, in the form of the inclusion of the Experimenta logo, preceded by the words: '(Name of Artwork), 'An Experimenta Commission'. Any written mention of the Artwork must acknowledge the Artwork as 'An Experimenta Commission' (including CVs, and biographies). Alternate text may be 'Commissioned by Experimenta, 2020'.

Other Display of the Artwork: The Artist agrees that this is an exclusive commission for Experimenta. The Artist agrees that no exhibition of the Artwork in any shape or form shall be undertaken prior to the Exhibition on the aforementioned dates. Furthermore, the Artist undertakes to make the Artwork available to Experimenta exclusively, for the purposes of National Tour, until 2023 unless otherwise agreed to.

Publicity, Education & Public Programs: The Artist agrees to make her/himself available for media and other forms of publicity involvement including interviews and press calls for the Exhibition, National Tour and associated public programs. This may include a presentation of their work at Artist talks / forums or other education / public program initiatives held during the Exhibition and National Tour.

Delivery of Materials: In order to meet print deadlines for the Exhibition catalogue and Exhibition design, the Commissioned Artist agrees to provide the following materials to:

nicky@experimenta.org:

- headshot of Artist
- short bio (150 words maximum)
- full CV
- synopsis of Artwork (200 words maximum)
- production story (description of production process including technology/methodology and techniques) (200 words maximum)
- visual documentation of the production process
- industry partner profile where applicable including logos in a suitable format
- publicity stills of work that provide an accurate representation of the finished work (300 dpi high resolution image in jpg format, 40 x 40 cm) for publication in the Exhibition

catalogue and online.

Written information is to be provided in Word format. Moving image or audio-visual material is to be provided in a medium that ensures the best quality possible and must be no longer than three minutes.

This is an extract of the key Terms and Conditions from the Experimenta Commissions Contract.