

TERMS OF AGREEMENT TAURUS PRIZE FOR VISUAL ARTS

Between

Fondation Taurus pour l'Art et les Sciences
Located at Chemin de Grande-Rive 15,
1007 Lausanne, Suisse

Hereinafter referred to as "Fondation Taurus"
which expression shall where the context so permit include its legal
or personal representative—its President, Michel Haas,

ON THE ONE HAND,

And

The Artist XXX
Domiciled at :
XXX

Hereinafter referred to as the "**Artist**"

ON THE OTHER,

The Fondation Taurus and the Artist are hereinafter referred to
individually as the "**Party**" or together as the "**Parties**".

Prior course of dealing:

The Fondation Taurus, registered as a nonprofit in Switzerland, is
committed to, amongst other goals, the production of photography
and visual art based exhibitions and the promotion of artists.

Within this context, the Fondation Taurus decided to launch an
international Prize for Visual Arts, happening every two years and
awarding 10.000 CHF to a laureate for the realization of an arts project
on a specific area, defined by the Fondation Taurus.

In addition, the Fondation Taurus commits to supporting the laureate
throughout the duration of his/her project (May 2019-December 2020)
to ensure it the best possible development.



Both parties have come to an agreement on the following:

1. Object

The Fondation Taurus awards the Taurus Prize for Visual Arts (10.000 CHF) to the Artist for the realization of a project on the area announced in May 2019 by the Fondation Taurus and for the display of the works during two exhibitions — once on the area and a second time in Switzerland.

2. Endowment

It is agreed that the Artist shall use the endowment to travel to the area and to produce new works in accordance to the project submitted in his application to the Taurus Prize for Visual Arts.

The endowment shall in no way be used for matters or expenses unrelated to the Taurus Prize for Visual Arts.

The endowment will not cover the production costs for the artworks to be exhibited, which will be covered in full by the partnering institutions, as defined in the contract each institution will sign with the Artist.

The endowment will be received by the artist in November 2019 in one wire.

3. Rights and duties

3.1 Copyright

The Artist transfers free of charge the rights to display his works for promotion to the Fondation Taurus and the partnering institutions.

The Artist authorises the Fondation Taurus to reproduce, whether as photographs or in any other format, all or part of the works produced for the Taurus Prize for Visual Arts for the following purposes only: catalogue published by the Fondation Taurus, presentation brochures, promotion by the press of the Fondation Taurus of the Prize, website of the Fondation Taurus.

The Artist agrees to provide the Fondation Taurus with the high resolution files, for the reproductions in the above mentioned purposes.

Should the Fondation Taurus wish to reproduce the works for any purpose other than those listed in the previous paragraph, it shall inform the Artist and obtain his permission beforehand, unless these works have fallen into the public domain.

A specific contract will be signed by all partnering institutions



discussing the rights for the display of works and reproduction of works, during the exhibitions of the laureate's works.

3.2 Credit line

The following credit line shall always accompany the display and reproduction of the works produced by the Artist for the Taurus Prize for Visual Arts:

Production: Fondation Taurus pour l'Art et les Sciences.

4.3 Artist's expenses and responsibilities

Upon completion of the project, in September 2020 at the latest, the artist shall provide to the Fondation Taurus and the partnering institutions:

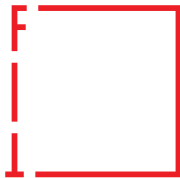
- a. The list of artworks to be produced for the exhibition
- b. Cooperation in developing and/or approving interpretive texts for the exhibition installation, wall labels, public relations uses, grant proposals, and other exhibition, outreach, and development purposes.
- c. Cooperation in developing and/or approving the design of the exhibition installation; related installation materials including wall and item labels; publications such as catalogues, checklists, or brochures; public relations materials; and print or electronic media advertisements and announcements.
- d. Cooperation in providing and/or approving the use and circulation of reproductions of the Artist's works.
- e. Participation in opening and related activities including press interviews or tours and donor events.
- f. Participation in documentation and outreach activities including lectures, panel discussions, oral history interviews.

All the Artist's expenses while on the area designated by the Prize shall be covered by the endowment or by the Artist's personal expenses. The Fondation Taurus will not cover any other costs.

4.2 Fondation Taurus' expenses and responsibilities

The Fondation Taurus will provide:

- a. a clear schedule of due dates for the artist
- b. a staff liaison (Artistic Director) with the authority to coordinate communications between the artist and partnering institutions and to support the Artist throughout the completion of his project



- c. the endowment (10.000 CHF) for all the expenses that the Artist will face during his/her time on the area designated for the Taurus Prize for Visual Arts 2019
- d. coordination for the selection committee
- e. adequate communication about the project to ensure its best development

5. Insurance

The artist is solely responsible for his safety in the area and for the safety of the endowment. The Fondation Taurus will not cover his work or person. However, the artworks will be covered by the partnering institutions nail-to-nail from their production site to the exhibition spaces.

6. Termination for non-fulfilment

This contract may be terminated automatically by either Party should one or other of the Parties not fulfil his obligations. Such termination will only come into effect after a period of seven (7) days following reception of a registered letter, with notice of receipt, from the plaintiff, outlining the motives of his claim, unless the defaulting Party was able, within said period, to fulfil his obligations or to prove that the default is due to an act of god ("*force majeure*").

In case of cancellation of the contract by the Artist during the course of the project and except in the case of *force majeure*, the Artist is entailed to reimbursing the full endowment (10.000 CHF) to the Fondation Taurus.

7. Governing Law and Disputes

The Swiss law governs this contract. Any disputes, which may arise between the parties in the carrying-out or the interpretation of this contract, will, failing amicable agreement, be brought before the competent jurisdictions.

Signed in Lausanne, XXX date in two original copies.

For the Fondation Taurus

For the Artist