

**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 pour l'Art et les Sciences”
which expression shall where the context so permit include its legal or
personal representative—its Project Director, Myriam Viallefont-Haas

ON THE ONE HAND,

And

Emilija Škarnulytė


Hereinafter referred to as the “**Artist**”

ON THE OTHER,

The Fondation Taurus pour l'Art et les Sciences and the Artist are
hereinafter referred to individually as the “**Party**” or together as the
“**Parties**”.

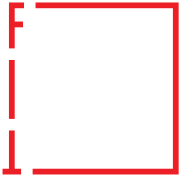
Prior course of dealing:

The Fondation Taurus pour l'Art et les Sciences, registered for public
services in Switzerland, is committed to, amongst other goals, to promote
in Switzerland, as well as internationally, arts and sciences.

Within this context, the Fondation Taurus pour l'Art et les Sciences
launched an international Prize for Visual Arts, exhibited every two years,
and awards 10.000 CHF to an artist for the realization of an arts project on
a specific research area, selected by the Fondation Taurus pour l'Art et les
Sciences.

In addition, the Fondation Taurus pour l'Art et les Sciences supports the
laureate throughout the duration of her project (January 2022-August
2023) to ensure it the best possible development.

Both parties have come to an agreement on the following:



1. Object

The Fondation Taurus pour l'Art et les Sciences awards the Taurus Prize for Visual Arts (10.000 CHF) to the Artist for the realization of a project on the Rhone river and for the display of the works in two times — once in Switzerland, to be exhibited at Ferme Asile between May and August 2023 (confirmed), and a second time in France, during the Night of the Year of the Rencontres d'Arles festival, Arles, France in July 2023 (pending confirmation of their partnership with the Fondation Taurus pour l'Art et les Sciences.)

2. Endowment

It is agreed that the Artist shall use the endowment to travel to and in the area and to produce new works in accordance to the project submitted in her application to the Taurus Prize for Visual Arts, titled *Fluvial Extents*.

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, Ferme Asile, Sion (confirmed) and Rencontres d'Arles Festival, France (pending confirmation), as defined in the contract each institution will sign with the Artist.

The endowment will be received by the artist in three increments: one third in June 2022; one third in December 2022 and one third in July 2023.

3. Rights and duties

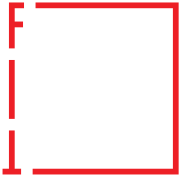
3.1 Copyright

The Artist transfers the rights to display her works to the Fondation Taurus and the partnering institutions aforementioned free of charge (for promotion and exhibition only.)

The Artist authorises the Fondation Taurus pour l'Art et les Sciences 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 or partnering institutions, presentation brochures, press promotion of the Fondation Taurus or of the Prize, website of the Fondation Taurus pour l'Art et les Sciences.

The Artist agrees to provide the Fondation Taurus pour l'Art et les Sciences with high resolution files of the works, for the reproductions and aforementioned purposes.

Should the Fondation Taurus pour l'Art et les Sciences 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 the partnering institution.s 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, deliverables and responsibilities

Upon completion of the project, by April 1, 2023, the artist shall commit to:

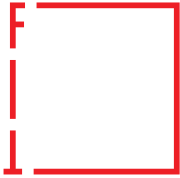
- a. Attend a calendar of monthly talks with the Prize's Artistic Director, Valentine Umansky
- b. Support the filming of a series of eight short videos discussing the progress of the work (of roughly 2 min each month), to be posted on the Foundation's website
- c. Provide, in preparation for the exhibition.s, by March 15, 2023 at the latest, or as defined by the institution.s, the list of artworks to be produced for the exhibition.s and/or event
- d. Cooperate in developing and/or approving interpretive texts for the exhibitions, as well as wall labels, and other exhibition and outreach material as required by the institutions and foundation.
- e. Cooperate 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.
- f. Cooperate in providing and/or approving the use and circulation of reproductions of the Artist's works.
- g. Participate at the openings and related activities including press interviews or tours and donor events.
- h. Participate, if required, in documentation and outreach activities including lectures, panel discussions, interviews, associated with the exhibitions.

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 pour l'Art et les Sciences will not cover any additional costs. Proof of expenses may be required and the laureate should keep accounting/receipts available.

4.2 Foundation' expenses and responsibilities

The Fondation Taurus pour l'Art et les Sciences 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, especially the coordination of the exhibitions with the partnering venues

- c. the endowment (10.000 CHF) for all the expenses that the Artist will face during her time on the area designated for the Taurus Prize for Visual Arts 2021-22
- 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 her safety in the area and for the safety of the endowment. The Fondation Taurus pour l'Art et les Sciences will not provide insurance for her equipment, her works, or herself, during the time spent on the area of research.

However, the artworks produced for the Prize 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/her obligations, including but not limited to: proof of expenses; completion of the work. 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 pour l'Art et les Sciences.

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 in Lausanne, Vaud, Switzerland.

Signed in Lausanne, on February 16, 2022, in two original copies.

For the Fondation Taurus pour l'Art et les Sciences

For the Artist