

MUSEUM ASSOCIATES

**2014-2015 ART+ TECHNOLOGY LAB
ARTIST PROJECT AGREEMENT**

ARTIST PROPOSAL: *Reaching the Shore (working title)* (the "Project")

TOTAL GRANT [REDACTED] (the "Grant"), as more fully described in Sections 1 and 6 below.
AMOUNT: TERM: **June 1, 2015- June 1, 2016** ("Term")

This 2014-2015 Art+ Technology Lab Artist Project Agreement ("Agreement"), including the attached Additional Terms which are incorporated herein and made a part hereof, is made effective as of the 1st day of June __, 2015 by and between Museum Associates, dba the Los Angeles County Museum of Art, a California nonprofit public benefit corporation, located at 5905 Wilshire Boulevard, Los Angeles, California 90036 ("LACMA") and Nonny de la Peña and Alex Rivera ("Artist"), regarding the creation of an original Project by Artist in connection with the 2015-2016 Art+ Technology Lab at LACMA (the "Lab").

The parties agree as follows:

1. DESCRIPTION OF THE PROJECT/BUDGET/IMPLEMENTATION PLAN AND TIMETABLE

Artist will conceive, develop and, if applicable, fabricate a unique Project as part of the Lab program as more fully described below.

(A) Description of the Project:

A linear virtual reality experience based on a short story titled "Reaching the Shore" which will explore the limits of virtual reality storytelling technology and aim to provoke critical thought about issues of access and power in regards to technology. Artist will participate in public programs at LACMA during the Project period, subject to the availability of Nonny de la Peña and Alex Rivera and provided that LACMA provides adequate prior notice.

(B) Budget – EXPENSES

Description		Number	Rate	USD
Personnel				
Artist Fee		2		
Producers		2		
Actors		3		
Programmer and modelers		2		
Production personnel	DP, Sound, Production Design	10		
Travel				
Travel to Tijuana		10		

Equipment				
Sound gear rental		1		
Virtual reality Vive Goggles		3		
Other				
Community Outreach TBD		1		
Thrid party Tech solutions		1		
TOTAL EXPENSES				

(C) Implementation Plan with Timetable

Budgetary Outlay Overview:

360 film including but not limited to script writing, camera rental, principal photography, hiring of actors, producers, crew and locations: [REDACTED]

Computer graphic generation including but not limited to experimental design, development, scanning, sound design and programming and devices: [REDACTED]

Community outreach as a daylong workshop at LACMA Art and Technology Lab [REDACTED] including artist fees.

Schedule of outlays:

September 15, 2015 – All 360 video production begun and anticipated completion by October 31. Amount requested [REDACTED]

September 15, 2015 - Initial computer graphic generation initiated and experimentation processes begun. Amount requested [REDACTED]

January 1, 2015 – Secondary computer graphic generation initiated. Amount requested [REDACTED]

April 1, 2016 – Community Outreach. Amount requested [REDACTED]

Any loan, installation, exhibition or demonstration of the Project (or any prototype thereof) will

be the subject of appropriate additional agreements between the parties.

2. ARTIST RESPONSIBILITIES

- 2.1. Reasonable Consultation and Collaboration: During the Term, Artist will consult and collaborate with LACMA staff and expert advisors in connection with the development of the Project. LACMA will facilitate introductions between the Artist and expert advisors at its discretion.
- 2.2. Updated Budget and Implementation Plan: If the Project changes form during the Term in any material respect, Artist will provide LACMA with an updated Budget and/or Implementation Plan as needed. Any change in the Budget or in the Implementation Plan must be approved in writing in advance by LACMA, at its discretion.
- 2.3. Summary Reports: Along with the submission of invoices by the date of each key milestone in the Implementation Plan above, Artist shall provide LACMA with a detailed summary report (collectively, "Summary Reports") for upcoming activity on work to be undertaken in the coming period as well as any anticipated direct out-of-pocket expenses, including travel and materials for such period, all of which are already incorporated into the total Grant amount.
- 2.4. Public Engagement: Artist will work with LACMA to facilitate and schedule opportunities to share the Project, including prototypes, documentation and work-in-progress, with the public both online and at LACMA.

3. LACMA RESPONSIBILITIES. LACMA shall:

- 3.1. distribute the Grant according to the schedule in the Implementation Plan in Section 1.C above;
- 3.2. at its discretion, help to facilitate and provide in-kind support by expert advisors; in-kind support may include mentorship, coaching, advice and exposure to data and/or technologies in development at partner organizations; and
- 3.3. create and execute agreements with expert advisors for their in-kind support to Artist ("Advisor Agreements").

4. PUBLICITY ANNOUNCEMENT AND CREDIT LINES

The parties will agree on an initial public announcement and will consult with one another thereafter regarding publicity for the Project. Unless otherwise notified by LACMA, the Artist agrees to appropriately credit the Art+ Technology lab at LACMA, lab sponsors, and expert

advisors in the Project. Any credit line used by the Artist that includes one or more of the foregoing parties will be subject to LACMA's prior written approval. LACMA agrees to appropriately credit, the Artist whenever any images or reproductions of the Project are publicly performed or otherwise used, reproduced or transmitted by LACMA pursuant to the License (defined below).

5. OWNERSHIP; COPYRIGHT LICENSE; RESTRICTIONS

5.1 Copyright in the Project and all modifications or derivative works, enhancements, revisions, translations, abridgments, condensations or expansions thereof will be retained by the Artist at all times.

5.2 Artist hereby grants LACMA an irrevocable, perpetual, worldwide, non-exclusive, non-assignable, non-transferrable, non-sublicensable, royalty-free license to publicly perform, broadcast, transmit, exhibit, display, reproduce, publish, and otherwise use throughout the world images and reproductions of the Project (including prototypes, documentation and work-in-progress such as Summary Reports), or portions thereof, solely for archival, preservation, educational, exhibition, promotional (such as press releases, advertisements, announcements, non-commercial posters and other promotional public relations), fundraising, brochures, print or digital catalogues, and other noncommercial uses in any media now known or hereafter invented including without limitation on LACMA's websites and other web-based media (the "license"). The license provided herein shall endure for the life of the copyright in and to the Project, may not be revoked, and shall survive all assignment of copyrights therein.

5.3 LACMA shall not alter, modify or amend in any manner the images and reproductions of the Project licensed hereunder, or create any derivative work, enhancement, revision, translation, abridgment, condensation or expansion thereof, without Artist's prior written consent, which consent may be withheld in Artist's sole discretion.

5.4 Except for the license expressly granted herein, nothing in this Agreement shall be construed as transferring the copyright or any other right, title or interest in the images or reproductions licensed hereunder.

6. BUDGET

6.1. The total Grant amount awarded to Artist is [REDACTED]. The Grant will be paid according to the schedule in the Implementation Plan in Section 1.C above. The Grant covers costs as outlined in the Budget in Section 1.B above. After approval, the Budget and Implementation Plan may be amended only with LACMA's prior written consent. To receive Grant payment(s), Artist shall submit an invoice(s) to **Amy Heibel** according to the Schedule in the Implementation Plan and upon delivery of any applicable deliverables due

prior to the date of

such payment. There will be no reimbursement for Artist's expenses except as set forth in the Budget or except as requested by Artist and agreed to by LACMA.

6.2. Tax Withholding: All Artists are responsible for paying all taxes and Social Security obligations arising from receipt of the Grant. Even though income tax or Social Security deductions may not be payable by LACMA, Artist should be aware that LACMA is obligated by Treasury regulations to report total annual amounts paid to Artist to the Internal Revenue Service for informational purposes.

6.3. In order to receive any payment hereunder, Artist must submit to LACMA a fully executed Form W-9 or W8-BEN, as applicable: Request for Taxpayer Identification Number and Certification (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>).

7. REPRESENTATIVES

In connection with this Agreement, the contacts will be:

Artist:

Name: Nonny de la Peña

Telephone: [REDACTED]

Email: [REDACTED]

Name: Alex Rivera


Telephone: [REDACTED]

Email: [REDACTED]

ACCEPTED AND AGREED:

ARTIST

Signature: _____



Name: Nonny de la Peña

Signature: _____



Name: Alex Rivera

LACMA:

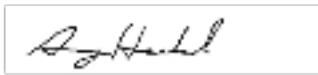
Name: Amy Heibel

Title Vice President, Technology

Telephone: [REDACTED]

Email: [REDACTED]

MUSEUM ASSOCIATES d/b/a LACMA

A rectangular box containing a handwritten signature in cursive script, which appears to read "Amy Heibel".

By:

Amy Heibel

Vice President Technology