

ARTIST PROPOSAL: EEG AG: Things We Have Lost (*working title*) (the "Project")

TOTAL GRANT AMOUNT: [REDACTED] (the "Grant"), as more fully described in Sections 1 and 6 below.

TERM: June 1, 2014 – May 31, 2015 ("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, 2014 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 John Craig Freeman ("Artist"), residing at [REDACTED] II Road, Windham NH, 03087, regarding the creation of an original Project by Artist in connection with the 2014-2015 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 relevant, fabricate a unique Project as part of the Lab as more fully described below.

(A) Description of the Project:

Project will create a database of objects based on the broad theme of "Things We Have Lost," that will become the basis of an augmented reality experience and a performance, involving various components that may utilize augmented reality software, computer graphics, GPS and other location data, and other physical components and software. The public may be invited to participate by contributing stories of things they have lost, using a mobile augmented reality application, and/or taking part in a performance at LACMA utilizing EEG technology.

(B) Budget

Project Budget: EEG AR: Things We Have Lost	
Description	Price
Artist Fee/Software Development	[REDACTED]
Travel/Accommodation*	[REDACTED]
Equipment*	[REDACTED]
Furniture Rental1	[REDACTED]
TOTAL	[REDACTED]

(C) Implementation Plan with Timetable

Project Implementation: EEG AR: Things We Have Lost		
KEY MILESTONES	START DATE	FUNDS NEEDED
Research planning and production	6/1/2014	
Deployment testing and completion, Panel Discussion	5/1/2015	

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. 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, 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 working in art and technology; 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 the Project or any excerpts or still images therefrom are publicly performed or otherwise used, reproduced or transmitted by LACMA.

5. COPYRIGHT LICENSE

Copyright in the Project will be retained by the Artist. Artist hereby grants LACMA, its successors and assigns, an irrevocable, perpetual, worldwide, non-exclusive, 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), 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.

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, together with original receipts for those items indicated in the Budget as requiring proof. There will be no reimbursement for Artist's expenses except as set forth in the Budget.
- 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. In addition, for Artists who are not residents of the State of California, LACMA may be required by the California Franchise Tax Board to withhold up to 7% of the Grant payable to the Artist for state income tax purposes. [REDACTED].
- 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>). [REDACTED].

7. REPRESENTATIVES

In connection with this Agreement, the contacts will be:

Artist:

Name: John Craig Freeman

Telephone: [REDACTED]

Fax: None

Email: [REDACTED]

LACMA:

Name: Amy Heibel

Title: Vice President, Technology Web & Digital Media

Telephone: [REDACTED]

Fax: (323) [REDACTED]

Email: [REDACTED]

ACCEPTED AND AGREED:

ARTIST

Signature:



Name: John Craig Freeman

MUSEUM ASSOCIATES d/b/a LACMA

By:



Amy Heibel

Vice President Technology, Web & Digital Media