

ARTIST PROPOSAL: Mechanical Tramp (working title) (the "Project")

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

TERM: July 1, 2016 – July 1, 2017 ("Term")

This 2016-2017 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 1<sup>st</sup> day of June, 2016 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 Michael Mandiberg ("Artist"), residing at [REDACTED] Brooklyn, NY 11238 regarding the creation of an original Project by Artist in connection with the 2016-2017 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:

An exploration of contemporary digital labor practices including a re-creation of the 1936 Charlie Chaplin Film Modern Times. Artist will participate in public programs at LACMA during the project period.

(B) Budget

Description	Grant Amount
Materials/Digital Labor	[REDACTED]
Project Administration and Assistance	[REDACTED]
Artist fee	[REDACTED]
<b>Total Grant:</b>	[REDACTED]

(C) Implementation Plan with Timetable

Key Milestones	Start Date	Funds Needed
Research/Feasibility for Chaplin, Production on QSP 2 channel video	Sept/Oct, 2016	
Have a plan for Chaplin & implement, QSP pipe all data into database, QSP write code for 1 year audio	Nov/Dec, 2016	
1 year audio ready (installed?), 1 year video ready (installed?), QSP work on data visualization (in LA), Chaplin production progress	Jan/Feb, 2017	
Denny Gallery show -> QSP, Chaplin production progress	Mar/Apr, 2017	
Chaplin production progress	May/June, 2017	
Finish Chaplin (done)	July/Aug, 2017	
<b>Total</b>		

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 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 will license the work under a Creative Commons Attribution-ShareAlike license (<https://creativecommons.org/licenses/by-sa/4.0/>). By virtue of the CC BY-SA license, 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 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.

#### **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.
- 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: Michael Mandiberg

Telephone: [REDACTED]

Email: [REDACTED]

LACMA:

Name: Amy Heibel

Title Vice President, Technology

Telephone: [REDACTED]

Email: [REDACTED]

**ACCEPTED AND AGREED:**

ARTIST

Signature: \_\_\_\_\_

Name: Michael Mandiberg

MUSEUM ASSOCIATES d/b/a LACMA

By: \_\_\_\_\_

Amy Heibel

Vice President Technology

TOMAS GARCIA

ACTING HEAD TECHNOLOGY & DIGITAL MEDIA