



Agreement for  
Kaohsiung International Container Arts Festival, 2003

This Agreement is made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Kaohsiung Museum of Fine Arts (hereinafter referred to as “the Museum”), located at 80 Meishukuan Road, Kaohsiung, Taiwan, R.O.C. and \_\_\_\_\_ (hereinafter referred to as “the Artist”), residing at \_\_\_\_\_.

It is mutually agreed upon that the Museum invites the Artist to show a work by him/her using the shipping container as the carrier (hereinafter referred to as “the Work”) in the visual art exhibition of the Kaohsiung International Container Arts Festival, 2003 (hereinafter referred to as “the Exhibition”) under the terms and conditions specified as follows:

I. Title of the Work

The Artist is hereby commissioned to produce \_\_\_\_\_ which will be displayed in the Exhibition.

II. Agreement Documents and Validity

1. This Agreement includes the following documents:
  - (1) The Agreement itself, its attachments, revisions and supplements.
  - (2) Other documents or data produced in accordance with the Agreement.
2. All the articles and regulations in the Agreement documents are complementary. Any thing left ungoverned or unspecified shall require explanations from the Museum.
3. The language of the Agreement shall be English.
4. The measurement unit used in the Agreement shall be of the metric system except otherwise regulated.
5. The Agreement shall be prepared as two originals and six copies. Each party shall keep one original while and attach tax stamps to it in accordance with the regulations. The six copies shall be kept by the Museum, the Artist and related organizations or departments. In case of any discrepancy in the copies, the original Agreement shall govern.



III. Deadline for Agreement Fulfillment: December 11<sup>th</sup>, 2003

IV. Work Production and Exhibition Period

Exhibition Period: December 12<sup>th</sup>, 2003 to January 11<sup>th</sup>, 2004

Installation Period When Large-size Equipment Is Needed to Cut, Assemble or Pile

Containers: November 25<sup>th</sup>, 2003 to November 28<sup>th</sup>, 2003

Installation Period When Large-size Equipment Is Not Needed: November 28<sup>th</sup>, 2003 to December 10<sup>th</sup>, 2003

Security Examination and Correction Period: December 9<sup>th</sup>, 2003 to December 11<sup>th</sup>, 2003

De-installation Period: January 12<sup>th</sup>, 2004 to January 16<sup>th</sup>, 2004

(Note: If there is any change in the above-mentioned period, notices shall be given by the Museum.)

V. Exhibition Site:

Areas in the Ocean Star at the end of Hsinguang Road in Kaohsiung City and the Cheng-gong Factory of Chinese Petroleum Corporation (please see the attached map). The exhibition site of the Work shall be solely decided by the Museum.

VI. Total Sum of the Agreement

The total sum of the Agreement shall be NT\$264,000.

VII. Details of the Total Sum of the Agreement (Including Subsidies to the Artist):

1. Creation Fee

- (1) When the proposal of the Artist is approved and he/she starts to produce the Work, the Museum shall provide the Artist a creation fee of NT\$65,000. The Artist not holding Republic of China (ROC) nationality or who has not been incorporated in the ROC will be subject to an income tax of twenty percent (20%) in advance.
- (2) The Artist or his/her team will receive the creation fee after arriving at Taiwan and signing the receipt and submitting passport photocopies. (60% of the creation fee will be issued after contract signing while the other 40% will be paid after the Work is officially accepted and related administrative procedures are completed.)

2. Production/Material Fee

- (1) The production/material fee shall be capped at NT185,000. The Artist shall be responsible for controlling expenses and meeting the budget. To claim the



production/material fee, the Artist shall submit valid receipts, certificates or expense evidences to the Museum.

- (2) The fee shall be provided by the Museum for the Artist's expenditures on production and materials (including all the materials, manpower, machinery and equipment required to fulfill the Agreement). The Artist shall follow his/her original proposal and budget plan. If there is any budgetary deficit, miscalculation or failure to list needed item(s) in the budget, the Artist shall be responsible for the extra expenses.
- (3) This fee shall also cover the insurance for the Work and the Artist's work group members during off-site creation, expenses for transportation and accommodation other than those provided by the Museum, manpower needed for the creation (information such as the date, the number of workers and the content shall be specified), transportation, and structure calculation/structural technician certification (if requested by the Museum).
- (4) This fee shall cover all the material costs of the Work (excluding expense of electricity and water), manpower and materials for installation, container assembly, deployment, de-installation, rentals of large-size equipment and other expenditures on related equipment or facilities.
- (5) Purchases of non-consumptive products such as computers, TV sets, air conditioners, projectors, DVD/VCD players or VCRs shall not be claimed. Only expenditures of renting these facilities can be reimbursed.
- (6) The name of the Applicant as the contract signing Artist shall be written on the receipts. Only receipts dated from the contract signing day to December 20<sup>th</sup> will be regarded valid. Any purchase claim with an invalid receipt shall not be reimbursed. Moreover, the Museum will not pay the part of material expenditures which exceeds the cap.

### 3. Stipend

- (1) The Museum provides the Artist and his/her workgroup member(s) a stipend of NT\$2,000 to only one person at most per day up to seven days during the installation period. The total amount of the stipend shall be capped at NT14,000. Receivers of the stipend shall sign receipts before collecting the fee.
- (2) The stipend shall be given based on the number of days in which the Artist and his/her work group member(s) are actually present on the installation site. In addition





to signing receipts, receivers shall also report their presence to the Museum and fill in the Work Diary for verification.

Except otherwise regulated, the total sum of this Agreement shall cover taxes, compulsory insurance fees and other fees required by ROC laws and regulations.

The Artist shall be responsible for taxes, duties or other fees required in countries or regions other than the Republic of China.

#### VIII. Other Fees

The Museum shall provide the Artist a travel fee for only one person at most with the following conditions:

- (1) The flight expense reimbursement will be capped at the standard price of economic class ticket for a round-trip flight from where the Artist is to Kaohsiung. The Artist shall provide all the following items to apply for reimbursement: (i) ticket purchase receipt issued by the travel agency, (ii) ticket stubs (excluding the period of time delayed due to subject to adjustment for special conditions) and (iii) the boarding pass.
- (2) To better control the access to exhibition site, the accommodation of foreign artists shall be solely and totally arranged by the Museum during the installation period without any accommodation reimbursement. If the Artist brings more work group members than allowed or their stay exceeds the period of accommodation provided by the Museum, the Artist shall be responsible for the extra accommodation.
- (3) Except otherwise regulated, the total sum of this Agreement shall cover taxes, compulsory insurance fees and other fees required by ROC laws and regulations.
- (4) The Artist shall be responsible for taxes, duties or other fees requested in countries or regions other than the Republic of China.

#### IX. Insurance and Security Management

1. There is no limitation on the container structure design and assembly methods. However, the Artist shall put into consideration the structural security and design feasibility. If the Artist will create the Work off site, the Artist shall be responsible for insurance, security maintenance and safety of participating community residents during the off-site creation period.
2. During the periods of container assembly, installation and de-installation, the Museum shall be responsible for insurance coverage on the Work, the Artist and his/her work group members.





During the exhibition period, the Museum shall be responsible for insurance of the Work and security maintenance. Each work shall be insured for the total sum of the Agreement at most (please refer to Article VI). If the Artist provisionally rents costly equipment and facilities, whose feasibility of maintenance and security of viewers during the Exhibition that shall be considered, and Artists shall propose the list of equipments to the Museum in order to ensure availability of the equipments before the exhibition period.

3. To facilitate safety insurance purchase by the Museum, the Artist shall provide required personal information of the insured who will be working on the installation site before the installation begins. The Museum shall not be responsible for providing safety insurance to any subcontractor provisionally hired by the Artist. Any uninsured person shall not be allowed access to the installation site when large-size equipment is used for the installation work.
4. The insurance purchased by Museum on the Work will cover the hardware only. If the Artist decides to use any CD-ROM, VCD, DVD or data whose content is considered as intellectual property to be protected, insurance on the above-mentioned items shall be paid by the Artist.
5. The exhibition site will be an open area. If the Artist decides to place any valuable object in the Work, the Artist shall ensure the door to the container is intact and can be locked. If the door is damaged and can not be locked, the Artist shall be responsible for the security of objects displayed in the container. The Museum shall not be held responsible for keeping objects in the container.
6. To ensure viewer safety, the Artist shall inform the Museum of limits on weight, number of viewers or operation instructions if there is any so that the Museum can provide proper warnings or instructions to viewers during the Exhibition. If the Artist fails to provide the above-mentioned information and any injury of viewers occurs as a consequence during the Exhibition, the Artist shall be held fully responsible.
7. The Artist shall be responsible for risks and possible damage caused by conditions not covered by the insurance policy or contract.
8. In case that the Artist fails to provide required information to the Museum in purchasing insurance in accordance with the Agreement, any loss or damage occurs due to conditions not covered by the insurance policy, or the Artist fails to collect full compensation from the insurer, the Artist shall be fully responsible for the loss or the damage.

#### X. Production and Proposal Modification

1. The Artist shall be responsible for all the matters and fees regarding entry to Taiwan.



2. The work design layout attached in the Agreement shall specify in details the structure, materials and specifications of the Work.
3. The Artist's budget list attached in the Agreement shall cover costs of design and planning, materials, tools, transportation, construction and installation (tax included).
4. The Artist shall strictly follow his/her proposal, work design layout and budget list attached in the Agreement. Any modification shall not be made to the design layout or the Work's content without prior consent of the Museum. If the Artist intends to modify parts of the design, he/she shall submit a written application to the Museum. No modification shall be made until permitted by the Museum.
5. Containers not provided by the Museum shall be transported to and assembled on the exhibition site during the installation period designated by the Museum. The surface pavement on the exhibition site is scheduled in early December; therefore, no large-size equipment or vehicle shall be allowed to enter the site after November 28<sup>th</sup>.
6. If any potent structural security problem is detected by the Museum in the Work that is comprised of cut or joint containers, certification and structure calculation report by a structural technician shall be needed once the structure of the Work is completed.

#### XI. Rights and Obligations

1. The Museum will provide the Artist with one container on the exhibition site to create his/her work. After the Exhibition, the container provider shall be entitled to retrieve the container (excluding the content). If any controversy arises about the ownership about the Work and container, the Artist may sign a contract with the container provider to ensure the ownership of the Work prior to the production of the work.
2. Expenditures on transporting components of the Work in and out of Taiwan and custom declaration/clearance shall be covered by the material fee or sponsorship funds found by the Artist.
3. If the intellectual property right of the Artist's proposal or the Work infringes upon legal rights of any third party, the Artist shall be responsible for all legal liabilities.
4. During the creation, the Artist shall be subject to irregular inspections by the Museum and shall also provide assistance in training exhibition tour guides and holding press conferences.
5. The Work shall be available for public exhibition on the designated site or in communities from December 12<sup>th</sup>, 2003 to January 11<sup>th</sup>, 2004. During this period, the Work shall not be removed, sold or involved in any business transactions.





6. As for the Work, the Museum shall have the permanent reproduction rights of research, photography and publication.
7. If the Artist is not able to execute his/her proposal due to certain reasons, he/she shall inform the Museum of his/her problem within one week after contract signing and shall return the full creation fees and material fees without any condition within days that Museum requires after his/her notice.
8. During the exhibition period, if the Work needs restoration, the Artist shall offer assistance to the Museum in restoring the work within 48 hours after the Museum gives the notice.
9. At the end of the Exhibition, the Artist shall complete de-installation of the Work (empty the container and return it to the Museum) within five days after receiving notice from the Museum. If the Artist fails to complete de-installation after the deadline, the Work will be disposed of at the Museum's discretion. The Museum and the container provider(s) will have the right to decide the ownership of the Work, and the one who is entitled to own the works will share the copyrights of the Work with the Artist, and the Artist shall bear no objection.
10. All the tools required for installation and de-installation shall be prepared by the Artist. If any special or large-size equipment is needed for on-site assembly or it is necessary to hire extra professionals, the Artist may consult the Museum for information about suitable local providers. The Artist shall be responsible for contacting the needed provider(s), making orders and paying all the fees incurred.
11. According to the content of the Work, the Artists may demand running water, electricity (110V or 220 V) and temporary lighting facilities for the purpose of installation. The Museum shall cover the expense of electricity and water during the installation period and exhibition period. If long-time lighting equipments, air-conditioning and other facilities need to be added, the Artist shall clearly indicate the needs and specifications of facilities in the proposals so the Museum may reserve pipes and lines for their use. The Artist shall be responsible for all the fees incurred. If Internet connection is needed according to the original content of the Work, accesses to ADSL (512 Kbps) will be provided by the Museum. The Artist shall be responsible for the monthly ADSL fee only. The Museum will be responsible for installation of the Internet connection mainframe. If the Artist requests for Internet access of other specifications, the Artist shall be responsible for installation of his desired system and pay all the fees incurred.
12. The Artist shall be responsible for acquiring all the materials and tools needed in the installation and de-installation. The Artist shall observe the Museum's regulations on use of the exhibition site.





13. During the installation, creation and de-installation, if the Artist breaks any of the existing facilities, the Artist shall repair the facility without any condition and pay all the fees incurred.

## XII. Agreement Fulfillment Management

1. When the Museum subcontracts the production of items related to the Work, the Artist shall negotiate and cooperate with the subcontractor in order to facilitate the production. If the Artist fails to do so and causes any error or accident which delays the fulfillment of the Agreement, the Artist shall be held fully responsible and compensate for any consequential damage. A written notice shall be sent to the Museum after any damage is done to the Artist or the subcontractor. The Museum will meet both parties to negotiate and settle the dispute.
2. Except otherwise regulated in the Agreement, the Artist shall prepare all the materials, equipment, facilities and on-site facilities needed to fulfill the Agreement.
3. The Artist shall not subcontract the creation of the work to a third party.
4. When fulfilling the Agreement, the Artist and any company/ organization assists him/her in producing the work shall not employ people without work permits, supply illegal objects, use illegal vehicles or tools, provide inauthentic evidence, illegally dump wastes or do anything unlawful or inappropriate.
5. The Artist shall be fully responsible for the appropriateness, reliability and security of methods used to fulfill the Agreement.
6. When the Artist's operation on the site of agreement fulfillment is found likely to cause accidents, the Artist shall take preventive measures promptly. In case of any accident, the Artist shall be responsible for first aid, restoration and reconstruction and compensate for any damage done to the Museum and any third party.
7. If the Museum can predict any flaw in the Artist's fulfillment of the Agreement or any violation of the Agreement, the Museum may request the Artist to correct the flaw or violation within a given deadline.
8. If the Artist fails to correct the flaw or fulfill the Agreement before the above-mentioned deadline, the Museum may (i) terminate or nullify the contract and request due compensation or (ii) inform the Artist that the fulfillment of the Agreement is suspended.

## XIII. Work Examination and Acceptance

1. After the Work is produced, the Museum will invite curators and structural technicians on





December 11<sup>th</sup> to examine the security and content of the Work. Not until the result of examination is satisfactory will the Work be officially accepted.

2. If the Work fails to be officially accepted, the Museum will suspend payment of the creation fee. The Artist is obliged to improve the Work before the given deadline until the Work passes the examination.
3. If the Artist fails to exhibit the Work on time due to factors other than Force Majeure, he/she will be banned from participating in any exhibition held by the Kaohsiung Museum of Fine Arts for the next two years.
4. The Work produced by the Artist in accordance with Agreement shall fulfill the requirements listed in the Agreement and show generally acceptable professional and technical quality. The Work shall not demonstrate diminished or impaired value in comparison with its original design or any flaw that makes the Work unsuitable for any general or specific use.
5. The Artist shall apply and pay for any certificate or document related to this Agreement, such as the structural technician certificate and structure calculation report.
6. The Artist shall not be exempt from the obligations, responsibilities and charges required by the Agreement because of the reviews, inspections, tests or examinations given by the Museum.
7. The Museum's right to review, inspect, test or exam the Work shall not be limited by the fact that the Work has passed other reviews, inspections, tests or examinations given by other organizations.

#### XIV Dispute Settlement

1. If any dispute arises between the Museum and the Artist over the fulfillment of the Agreement, the dispute shall be settled in accordance with governing regulations and the Agreement. Best interests of both parties shall also be put into consideration based on principles of fairness, honesty and peacefulness. If both parties fail to reach a satisfactory settlement, they can appeal to any of the following resolutions:
  - (1) File for arbitration after both parties sign the arbitration agreement according to the Arbitration Law of the Republic of China while the place of arbitration shall be determined by the Museum;
  - (2) File a civil action;
  - (3) Apply for settlement according to other laws;
  - (4) Settle the dispute in accordance with the Agreement or in other methods both parties



agree upon.

2. (1) If the Artist is unclear about any article in the Agreement or its attachment, the Artist shall submit a request to the Museum for further explanations before the Agreement is implemented. If the Artist disagrees with the Museum's explanations, he/she shall then submit to the Museum a written statement explaining the reasons for disagreement.  
(2) The Museum shall reply the request or statement within three days after the day when receiving it. If the Museum fails to reply before the above-mentioned deadline, it shall be regarded that the Artist opinions are accepted.
3. In case of any dispute over the fulfillment of the Agreement:  
(1) The parts of the Agreement irrelevant to or uninfluenced by the dispute shall continue being fulfilled except agreed by the Museum.  
(2) If the Artist suspends the fulfillment of the Agreement due to the dispute and then his/her reasons for dispute is deemed unacceptable after the dispute settlement, the Artist shall not request for extension of the fulfillment deadline or exemption from responsibilities required by the Agreement.
4. This Agreement is based on ROC laws; the Kaohsiung District Court shall be the jurisdiction court in the first instance.

#### XV. Others

1. The authorized representative of the Artist shall be proficient in English or other languages the Museum agrees. If not, the Artist shall be responsible for bringing his/her own translator(s) or interpreter(s).
2. If there is any matter regarding international transportation or letters of credit left unregulated in the Agreement, it shall be decided according to the convention of international trade.
3. The Museum and the Artist shall respectively designate its own authorized representative who will be in charge of negotiation and related matters during the period of agreement fulfillment.
4. Any matter unregulated in the Agreement shall be governed by related laws and regulations of the Republic of China.



The Museum: Kaohsiung Museum of Fine Arts

Representative:

Hsiao Tsung-huang, Director

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The Artist:

Address:

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