

## Amendments to the Agreement

These amendments overrule the equivalent regulations of the Agreement.

- 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) within three (3) days after the Artist presents the receipts, certificates or expense evidences to the Museum. 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 exceeding the budget. It is agreed that in case some of the items should be cheaper than in the original budget, the artist is entitled to claim other expenditures, as long as they are related to the project.
- the term „non-consumptive products“ applies exclusively to these items: computers, TV sets, air conditioners, projectors, DVD/VCD players or VCRs.
- not all receipts have to carry the name of the Artist, in order for the Artist to claim the expenses.
- travel expenses for additional team members are considered to be Production costs.
- 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 or internet booking, (ii) ticket stubs (excluding the period of time delayed due to subject to adjustment for special conditions) and (iii) the boarding pass from the location of the Artist/team member to Taiwan. It is agreed that the Museum will reimburse the flights within three (3) days after presentation of the boarding pass.
- the Artist shall not be responsible for risks and possible damage caused by conditions not covered by the insurance policy or contract of IX
- the Museum subcontracts for the Artist one container as specified in the technical drawing Container\_\_overview\_\_0608.pdf . The related costs for the Container are paid by the Artist from the Material/Production Budget.
- After the Exhibition, the container including the content will remain the property of the Artist.
- The Artist is allowed to sell to visitors items such as Transnational Republic Identity Cards.
- paragraph XI, 9 is not applicable.
- when the Museum subcontracts the production of items related to the Work, the Museum and/or Artist shall negotiate and cooperate with the subcontractor in order to facilitate the production. If the Museum and/or Artist fails to do so and causes any error or accident which delays the fulfillment of the Agreement, the Museum and/or Artist shall be held fully responsible and compensate for any consequential damage to each other. 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.
- in case of any accident not caused by the Artist, the Artist shall not be responsible for first aid, restoration and reconstruction and shall not compensate for any damage done to the Museum or any third party.
- If the Artist fails to correct a flaw or fulfill the Agreement before the deadline given by the Museum, the Museum may request due compensation no higher than 25% of the creation fee.
- The Museum will notify the Artist (including equivalent cost proposals) by December 1<sup>st</sup>, 2003, which certificates and documents the Artist has to provide.