

## SAMPLE ONLY

### AIL\_ARTISTS IN LABS CONTRACT BETWEEN THE AIL RESEARCH GROUP (HGKZ), THE SWISS SCIENCE LAB (name of Lab) and THE AIL ARTIST IN RESIDENCE 2004

This agreement is made and entered into on the following date .....  
by and between the three partners:

#### 1.

**The AIL Research Group at the Hochschule für Gestaltung HGKZ**  
Having its registered office at Hafnerstr 31, Ch-8031 Zürich, Switzerland  
Represented by: **Prof. Dr Jill Scott**  
**Hereafter named: The HGKZ AIL Research Group**

#### 2.

**Name of Company or Science Lab**  
having its registered office at (full address)  
Represented by:  
**Hereafter named: The Swiss Science Lab**

#### 3.

**Name of Artist**, who is resident at (Full home address)  
**Hereafter named: the artist**

### 1. The purpose of this contract

This is an agreement between the **Swiss Science Lab** and the **Artist** and the **HGKZ AIL research group** about the duties, rights, services, procedures, aims and payments of the Artist in Labs Residency Awards 2004

### 2. The Main Objective of this Contract

The main objective of this contract is the HGKZ AIL Research component entitled:

*“Smart Apron”, using wearable computing to create smart aprons to improve the working conditions of foreign domestic workers.*

The artist will work on the above art/science research project component, which includes artistic and scientific interpretation at the following location: CSEM, Alpnach.

### 3. Duties of the Artist

3.1 *Work percentage*: The artist is expected to work full time on his/her art and science project during the residency. The artist will begin his/her work on 01.06.2004 and will finish on 01.11.2004. (five months)

3.2 *Use of the award money*: The artist is obliged to use the award money for the coverage of his/her living and work expenses during his/her residency in Switzerland in the above mentioned Swiss Science Lab

3.3 *Aim of Residency*: The artist is expected to focus on the proposal he/she originally submitted to the HGKZ AIL Research Group. The artist will consult the Swiss science lab Representative or one of the principal science researchers once a month about the development of the project. Any major changes of the project focus must be discussed with the HGKZ AIL-research group.

3.4 *Communication*: Of specific interest for the Swiss science lab is the public interpretation of science through the medium of art. The artist will act as a casual consultant for Swiss science lab members on

the following issues (if applicable): the presentation design of scientific concepts, user inter-action ideas, media, communication techniques and current audio-visual aesthetics.

3.5 *Awareness*: The artist will remain sensitive to the working conditions and stresses of production within the Swiss science lab throughout the term of his/her residency

3.6 *Access*: The artist will grant the HGKZ AIL research group interviews and access to their processes of production, methodologies and research results.

3.7 *Problem solving*: In all matters concerning the AIL residency the artist is expected to communicate directly with the HGKZ AIL research group about any problems, changes, disagreements, dissatisfactions and negotiations which might arise during the course of the project. Appropriate measures will then be taken, discussions organized and suitable solutions will be found.

3.8 *Public speaking*. The artist will deliver one public lecture (HGKZ-2 day symposia) as well as participate in round table discussions between the participating artists and scientists involved in the AIL project.

3.9 *Report*: On completion the artist will give a 4 page written research report about their project and work experience to the HGKZ AIL research group. This report must follow the research guidelines from the KTI funding agency. (Available from the HGKZ Office). The report must be accompanied by 10 images ( 300dpi) documenting the production process of the residency. This will be retained for the HGKZ Archive and presented as documentation to funding organizations.

#### **4. Duties of the HGKZ AIL Research Group**

4.1 *Payments*: The total payment of CHF .....will be made in monthly payments according to separate arrangements made by the HGKZ and the artist. In case a project is terminated prior to the agreed length of residency, the HGKZ AIL research group has the right to discontinue these payments.

4.2 *Accommodation* Accommodation costs will be extracted from the above honoraria. The HGKZ AIL research group is required to organize the accommodation for the artist during his/her residency and to help in this respect if problems should arise.

4.3 *Communication*: The HGKZ AIL research group will document and comment on the research and the experience of the artist in the Swiss science lab. As this research result is in accordance with the project's funding agency (The KTI), the artist hereby agrees to participate in this aspect of the research.

4.4 *Problem solving*: In all matters concerning the AIL residency the HGKZ AIL research group is expected to communicate directly with the artist about any problems, changes, disagreements, dissatisfactions and negotiations which might arise during the course of the project. Appropriate measures will then be taken, discussions organized and suitable solutions will be found.

#### **5. Duties of the Swiss Science Lab**

5.1 *Know-how Transfer*. As stated in the KTI contract the Swiss science lab is required to give the artist access to technical information and know-how. For this purpose the Swiss science lab will allocate one or some members of their science research group to help educate the artist about the research ideas and the Swiss science lab's activities.

5.2 *Access*: The Swiss science lab is required to supply each artist with a telephone, on-line Internet access and a work place. The Swiss science lab will also arrange access for the artist to its laboratory infra- structure based upon primary discussion about the aims of the artist's own research project.

5.3 *Material and special access*: The offer of materials and access to expensive or frequently occupied research equipment or precision hardware and software, is negotiable and dependant on the particular circumstances of the Swiss science lab itself.

5.4 *Problem Solving*: In matters concerning the AIL residency the Swiss science lab will communicate directly with the head of the HGKZ AIL research group about any problems, changes, disagreements,

dissatisfactions and negotiations which might arise during the course of the project. Appropriate measures will then be taken, discussions organized and suitable solutions will be found.

## 6. Copyrights

6.1 *Authorship*: The authorship of the resultant artwork stays with the artist. The artist will always and in every instance be accredited as the creator of the artwork.

6.2 *Distribution Rights*: The exhibition and publicity rights are shared by all project partners, the artist, the HGKZ AIL research group and the Swiss science lab. Therefore when possible, the artwork will be reproduced and/or documented and one copy will be retained by the HGKZ AIL research group for exhibition purposes and funding applications. All partners will be informed in case of an exhibition or a publication of the artwork.

6.3 *Credits to the partners and KTI funding agency*: All three partners agree that the following credits will accompany all related publicity or exhibition of the resultant work or the re-constructed documentation of the artwork:

*This work was created by (name) as part of the HGKZ Artists-in-Labs Project 2004 in the Swiss science lab entitled (name). This project was financed by the Kommission of Technologie and Innovation Switzerland KTI.*

6.4 *Permission*: Direct visualization materials from research conducted by Swiss science lab members and patented inventions of work by any scientific researchers in the Swiss science lab itself must not be used by the artist without special written permission.

6.5 *Credit to the scientists/Swiss science labs*: In every case where the direct research is referenced by the artist, the inventors and Swiss science labs researchers must be credited and in such instances the artist must have a signed release form, which includes the following sentence:

*The following artist. (name) has permission to use the following materials and information (list) for non-commercial use only (i.e. exhibition, museum show, AIL publication) with credit to the research team (name of team) signed by (the name of the Swiss science lab).*

## 7. Commercialisation

7.1 *For the artist*: If the artist includes materials of the Swiss science lab (see 6.4 and 6.5) he/she does not have the right to sell the resultant work, unless written permission to do so is given by the laboratory.

7.2. *For the HGKZ AIL Research group*: The HGKZ AIL research group must seek permission for any public release of scientifically generated material directly from the Swiss science lab representative. Therefore the HGKZ AIL research group can only use any of the material from the Swiss science lab for publicity purposes with written permission from the lab.

## 8. Liability

During the months of his/her residency, the artist is liable for any damage, he/she might cause during his/her residency in the Swiss science lab (i.e. equipment, hardware or software). The HGKZ AIL research group and the HGKZ is not liable for any damage, therefore it is recommended that the artist will take on a liability insurance for such incidences, unless the labs agrees to cover these costs.

## 9. Confidentiality

The artist is required to inform him/herself in the Swiss science lab about which scientific information from the lab should be kept confidential and will seek written permission from the lab's representative to use or distribute any such information if required. Certain confidential information may be given to the artist in tangible or intangible forms including but not limited to writings, drawings, computer tapes and other electronic media, samples and verbal communications.

**10. Publication**

10.1 *For the artist:* In regards to any HGKZ AIL research group publication about the interface between art and science the artist hereby gives full permission for the publication of interviews, lectures and documentation materials (excerpts included) gathered by the HGKZ AIL research group.

10.2 *For the Swiss science lab:* The Lab will hereby agree to the release of interviews and excerpts of work for publicity purposes and sightings in the Artistinlabs publication in 2005-6. The Swiss science lab also has permission to use the artist's work for publicity purposes and in every case the artist's name must be clearly displayed as creator /interpretator of the work.

The following parties agree to the above conditions and to all the points included in this contract:

Signed .....  
Prof. Dr. Jill Scott, HGKZ

Date.....

and

Signed .....  
( the Director of the Lab )

Date.....

and

Signed .....  
The Artist

Date.....

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