



“Adding socio-economic value to industry through the integration of artists in research and open innovation processes”

DELIVERABLE 4.1

Residencies Chart and Contract Template

Grant agreement no: 732112





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Executive Summary

This deliverable provides a full description of the first VERTIGO STARTS call published on March 14th. It specifies all the formal elements of the call, and explains the choices and decisions made in the process of its elaboration in relation to the other VERTIGO workpackages.

The content of this deliverable is different from its initial specification, which concerned the publication of two elements : a charter defining the general rules applicable to artistic residencies with ICT projects and a template of co-production contract defining the rules of collaboration of all concerned stakeholders.

Since rules were only applicable to the specific VERTIGO STARTS residency program for the first year of the project and not to those managed by third parties using VERTIGO platform, it was preferred to integrate all necessary information in the call text itself for the sake of clarity of external communication. So this deliverable contains the extensive text of the published call in annex.

The co-production contract template is integrated in annex of this document and is published together with the call.

Moreover, we identified the necessity of presenting the process and choices made for the call elaboration, which was not initially foreseen as part of the deliverable. This also required to change the status of this deliverable to confidential report, with only some of its parts with public dissemination status (call text, co-production contract template).

The core part of this deliverable is dedicated to a synthesis of the process of elaboration of the call (Section 1) and to a presentation of the main elements of the call (Section 2). The annexes contain the full call text (Annex 1), the forms to be filled by ICT Projects (Annex 2) and by Producers (Annex 3) and the templates of co-production contracts for the French (Annex 4) and Portuguese (Annex 5) laws.



SECTION 1 – Process of elaboration of the First VERTIGO STARTS Residencies Call

The process of elaboration of this first VERTIGO STARTS Residencies call as part of WP4 was conducted in close interaction with tasks of other workpackages, including WP2 T2.1–Co-creation methodology defining the principles applicable to the call, WP1 T1.2–Outreach to ICT projects and initiatives providing the selection of projects for the call and WP3 T3.1-Preliminary version of web platform as a support of publication of the call.

Tightly coupled to the design of the co-creation methodology, the call text was written through several iterations in a form targeted to web publication.

In parallel, a template of co-production contract defining the rules applicable to all the stakeholders of a residency – the VERTIGO Partner in charge of its management, the artist, the ICT project, the producer – was written and adapted to the French and Portuguese laws (in order to be managed respectively by IRCAM on one side, Inova+ and Artshare on the other side).

The objective was to announce and open the call for the opening event of Mutations Creation at Centre Pompidou on March 14th 2017 in one stage dedicated to the artists+producers applications, together with the list of ICT projects selected, so all the process had to converge in a short delay (3 months and half) after the project start.

Early March, the number of already confirmed ICT projects was low and we decided to change the call in order to extend the period dedicated to ICT projects selection. It was also decided, in relation to the European Commission, to set up an open call for ICT projects. The Residencies call was split in two stages with two successive deadlines: a first call for ICT projects to be closed on April 10th and published on April 14th, and the call for residencies with the submission platform to be open on April 14th together with the publication of selected ICT projects, with the submission deadline unchanged set for May 14th.

In parallel, it was decided to enable the online publication of organizations willing to expose their offer to artists as potential producers, and this feature, initially not foreseen was integrated in the specification, in the call and in the web platform.

It was initially defined in the project workplan to publish, together with the call, a charter expressing general rules of artistic residencies in relation to ICT projects, applicable not only to those managed by VERTIGO, but also to those managed by third parties using the VERTIGO's matchmaking web platform. Since this latter feature of the web platform was planned only for its full-featured release at M12 (November 2017), the rules for the first year were only applicable to the VERTIGO call, and it was preferred, for the sake of clarity of the external communication of the call, to group all necessary information in the call text itself instead of publishing a call text referring to more general rules defined as part of a charter. The publication of the charter, applicable to third parties'



residencies programs using VERTIGO's platform, is thus delayed to the release of the target web platform implementing this feature for third parties' calls, i.e. November 2017 (M12).

An intensive work was performed as part of the concerned workpackages (WP4, WP2, WP1) and in close coordination between them, and enabled to converge to the online publication of the full call text for the official public event opening of March 14th.



SECTION 2 – Main elements of the First VERTIGO STARTS Residencies Call

2.1 Specificity of this first call

This first call was to be published in the framework of the opening event of the Mutations Creation event at Centre Pompidou on March 14th in order to maximize the impact of its announcement, i.e. 3 months and a half after the start of VERTIGO. This short period, mainly dedicated to the first project specifications and detailed formulation of the call, implied to cope with several constraints and limitations, including the necessity of soliciting artistic applications on the basis of a predefined list of ICT projects, and the absence of external feedback from the concerned stakeholders for the design of the call. This call is to be considered as a bootstrapping stage of a process that is expected to extend and improve with gained experience and external feedback. It was thus decided to start at a limited but still significant scale set to a maximum of 10 funded residencies (out of a total foreseen of 45 for the whole project) of which a maximum of 3 residencies of Category 2 (out of a maximum foreseen of 15 residencies for the whole project).

2.2 Actors of the residencies

The actors are those already defined in the project Technical annex and specified in the D2.1 specification document. Please refer to these documents for their definition and roles. The following sections provide additional specifications and explanations on choices made for the first call.

2.2.1 Artists

The call introduced the following precisions:

The call is open to experienced artists of any artistic field and of any nationality. The only constraint is that the applicant is a physical person and will be the author of the artwork produced in the framework of the residency.

This excludes artistic companies for legal reasons (see legal section hereinafter).

2.2.2 ICT Projects

The main requirements and constraints introduced for the hosting projects were the following :

The project

- *is funded through a public European program or national program of a country of the European Union in the field of ICT;*
- *ends after February 2018;*



- *is fully committed to integrate the artist into the project organizational and collaborative framework;*
- *gives the artist access to technologies developed by the project;*
- *provides a basic working environment for the artist. Optionally: provides a technical infrastructure for hosting the artwork production process (otherwise will be supported by a Producer third party brought by the artist).*

The European localisation of the project support is required by the H2020 framework of VERTIGO. Moreover, for this first call, it was agreed after discussions to explicitly limit the scope to projects supported by public funding. This temporarily excludes projects supported by private funding, including projects internal to companies, setting a limitation which should disappear in the future. This decision was motivated by the management of priorities (first : EC funded projects; second : projects funded by national funds of EU countries) and legal aspects : a published call must expose fair and objective criteria of eligibility and the main unsolved question for this first call concerned the definition of an R&D (or R&I) project, and the potential lack of guarantee to the consortium of actual existence, formalised organisation and order of magnitude for projects not published as part of publicly funded programmes. This subject is foreseen to be further elaborated in order this limitation to be overcome for the second call.

The ending date limit was necessary for enabling a sufficient period of implementation of the residency.

An important requirement to projects, in addition to their commitment in hosting the residency in the best possible conditions, is their ability to deliver their technology to the artist.

2.2.3 Producers

It had been identified from the project design that the amount of artistic grants funded by VERTIGO would be hardly sufficient for supporting all the residencies expenses including artistic production costs. Moreover, some artistic productions would require means and infrastructures that ICT projects would not be able to deliver. This motivated the introduction of Producers as a third party of the residencies. The joint application of artists and Producers to the call was identified as necessary since they must have agreed in advance on the residency project, its feasibility and the complementary means to invest. However, several concrete cases of institutions both equipped and experienced in hosting artistic productions and in participating in ICT projects were identified, so the joint application of an artist with a producer was formalised in the call as recommended by not compulsory for eligibility. It will be up to the jury to assess whether all necessary conditions are met.

2.3 Legal aspects

Legal aspects related to the possible means of payment of artists for the residencies were subjects of numerous exchanges between the consortium and the legal offices of the European Commission during the negotiation phase of VERTIGO with the following constraints:



- the expectations shared both by the European Commission and the consortium were to allocate the available funding in so far as possible directly to the artists;
- the H2020 ICT36 call as published did not enable payments to artists as third parties nor subcontractors;
- artists could hardly be paid as employees of project partners conforming to H2020 rules due to the nature and independence of their activity.

The agreed solution, already practiced at IRCAM for all relations with composers in consistency of the French Law of “Droit d’auteur”, was to consider artists as authors of an artwork and pay them in the framework of a licence of their rights for exploitation of the work as part of the VERTIGO dissemination activity. An equivalent solution conformant to the Portuguese law was found for concerned VERTIGO partners in charge of residencies (Inova+, Artshare).

In order to define a legal framework involving all concerned stakeholders - the VERTIGO partner in charge of the related funding, the artist, the ICT project, the producer, a template of co-production contract, based on this model of licensing and extending it to all the other parties for their own advantage (right to exploit elements of the resulting artwork for their own dissemination), has been written in two versions for the French and Portuguese laws. Their texts are published as part of the call and are given in Annexes 4-5.

This solution has the following advantages:

- Artists are paid directly by project partners and the existing VERTIGO budget is totally allocated to artists;
- Artists are recognized for their artistic work;
- Artists keep the full property of their artwork and benefit from the dissemination channels offered by the VERTIGO framework;
- This framework is attractive not only to artists used to collaborate with companies, such as designers, but also to other artists present in the cultural scene.

The consequences of the solution and taken approaches for handling them are the following :

- the purpose of the residencies is to stimulate innovation through artistic activity in collaboration with the ICT project. The artwork design is not a goal in itself but as a support of this process. This clearly expressed in the call : *“The call is open to artists willing to collaborate with the partners of an R&D ICT-Project in order to develop, in particular through the production of an original artwork based on its technology, a fresh approach to its innovation challenges.”* Moreover, the dimensions of collaboration and innovation are included in the criteria of selection (cf. hereinafter).



- the notion of artwork has to appear specifically as one of the main outcomes of the residencies, which requires the production of an artefact as an element of design of an artwork.
- means additional to those brought by VERTIGO might be needed in order to come up to the production of an artwork. This justifies the expectation of joint applications with Producers. Moreover, for Category 1 residencies (VERTIGO funding not exceeding 15 k€), the requirement reduces the expectation to : *“Resulting artworks [...] in the form of sketches or prototypes but ready for public exposure in cultural venues and preferably in the form of achieved works”*.
- the laws related to authorship are reserved to physical persons, which implied to limit applications of artists as physical persons. However, considering a joint authorship of several artists is formally possible through limited changes of the co-production template by including each of the artists as a Party and considering them collectively as the “Artists”.

2.4 Required elements from applicants

2.4.1 ICT Projects

The elements required from candidate projects are those elaborated as part of the specification and listed in D2.1. They are reminded in Annex 2.

2.4.2 Producers

The elements required from producers willing to propose their collaboration with artists are those elaborated as part of the specification and listed in D2.1. They are reminded in Annex 3.

2.4.3 Artists

The elements required from artists had to include information on:

- Their previous work;
- Their vision of proposed artistic work based on the ICT project technology, including its innovative dimension;
- The planned implementation of the residency process, including technical approach, workplan, means, the provision of communication supports for the project, etc.

Their formalization in the call are the following;

- Biographical details: CV and Motivation Letter
- Project title



- Project abstract
- A short amateur video of the Artist presenting his/her project in English (up to 3 minutes)
- Multimedia (audio/video) samples: Samples of prior or current work representative of the artistic and research quality of the applicant's work.
- Presentation and contact details of the Producer (optional but recommended)
- Detailed Project Proposal: a .PDF document in A4 format (max. 20 pages) including the following sections:
 - Concept of the targeted artwork and contribution to the innovation challenges of the R&D ICT-Project technology;
 - State-of-the-art background and justification on the novelty of the proposed project. Artistic challenges expected to be solved or explored using scientific and technological advances. Potential for innovation (new functional approach, use-cases, application fields, etc.);
 - Technical approach: technical synopsis of targeted artwork with the various pieces of technology and protocols used, hosting production environment, analysis of specific developments to implement;
 - Implementation workplan: proposed modes of collaboration and interaction with the R&D ICT-Project and respective roles, periods and places of execution, planned schedule with milestones and deliveries including periods of work compatible with R&D ICT-Project expressed constraints;
 - *Residencies may start from September 2017 and cannot in any way end after February 2020 (residencies selected as part of the 2017 Call are normally expected to end in 2018, but a later end may be considered). The residency cannot end after the end of R&D ICT-Project. The workplan shall include at least one milestone at half time with a review involving all parties with VERTIGO and the production of a short video presenting the done work for the VERTIGO public dissemination. Together with the artwork, the final delivery shall include an internal report on the done work and its main outcomes including a financial report, a technical documentation of the artwork describing the setup necessary for implementing it (If relevant depending on the nature of the artwork) and public communication supports including a video and a 4 pages public report (all these documents in English language).*
 - Consolidated budget including the elements of funding brought by each concerned party and the justification of related expenses.



2.5 Selection criteria and processes

2.5.1 Selection criteria and process for ICT Projects

The retained selection criteria are the same as the ones defined in D2.1 :

- **Quality of information:** is the information filled in the on-line form suitable for communication: quality of writing, quality and resolution of pictures and video, capacity to express technology in understandable language for artist and large audience;
- **Period of implementation:** the project should be under execution at the time of the residency;
- **Capacity to show resources committed to the artistic residency** (people, tools, possibility to interact with the technology, etc.);
- **Scope:** the ICT-Project should address an important technologic area, such as smart cities, wearable technology, open data, internet of things, cloud computing, etc.
- **Innovation potential:** originality of the ICT-Project and associate technology;
- **Target-groups:** dimension of the target-group (e.g. type of actors, activity areas, geographic dispersion) addressed by the technology being developed by the ICT-Project;
- **Impact:** Changes and advancement for society or economy.

The selection of projects, based on these criteria, is to be operated by a project selection committee including one representative of each VERTIGO partner.

2.5.2 Selection criteria and process for artistic residencies

The retained selection criteria are exactly those defined as part of the initial specification in D2.1, i.e. :

- **Artistic quality:** based both on previous works by artist (selected portfolio) and on the originality of targeted artistic work and developed vision in relation to the R&D ICT-Project technology.
- **Art-science congruency:** synergy between the R&D ICT-Project and artistic thematic and methodological approaches.
- **Innovation potential:** Originality and novelty of presented ideas.
- **Technical approach:** Quality and consistency of the technical design, technical knowledge of the artist, hosting infrastructure, quality of the Producer.



- **Implementation:** Quality of the workplan (process, schedule, milestones, specification of respective roles and proposed collaboration framework), relevance of consolidated budget with targeted actions.

The targeted process of selection for artistic residencies will follow the rules defined in the VERTIGO Grant Agreement, including remote reviews and a final selection by an high-level international jury made of at least 12 high-level experts representative of the various required expertise fields, at least 51% of them external to the project. It has been agreed that members of ICT projects would be solicited to participate in the remote review of the residencies applications based on their project.

2.6 Call schedule and structure

2.6.1 Call schedule

The call schedule is the following :

- Public announcement on March 14th 2017 at the opening event of the Vertigo Forum at Centre Pompidou and at IRCAM, Paris and availability of all the call elements (listed in Annex 1) on the vertigo.starts.eu project web site; the ICT projects submission form was available online; the call for producers was open at the same time with no deadline, its goal being to provide an indicative and partial list of potential producers that artists may contact for a joint submission for the residencies call, but who could remain after the call closure for next calls;
- April 10th 2017 : deadline for ICT projects submission for first call;
- April 14th 2017 : publication of selected ICT projects and opening of the residencies application platform;
- May 14th 2017 : deadline for residencies applications (artists + producers) and closure of submission platform.
- Publication of residencies selection results foreseen for July 2017.

2.6.2 Call structure

The call was relatively complex to communicate since it included 3 different calls (to ICT projects, to potential producers, to artist+producers for artistic residencies) with successive deadlines (except for the call for producers with no specific deadlines). On the other side, it was considered important that all categories of applicants had since the beginning a global and complete information on all the call aspects. The online call was thus structured in the following way:



- [An introductory page](#) on the VERTIGO STARTS residencies program, giving global information and linking to each sub-call, accessible from all vertigo.starts.eu pages;
- A [Call for R&D Projects page](#) also accessible from all vertigo.starts.eu pages until April 10th providing all the required process for projects submissions and linking to the online submission form;
- A [Call for residencies page](#) providing all elements of the artists+producers call, accessible from the two previous pages and put at the forefront from April 14th with a link to the submission platform. This page includes answers to the following questions :
 - Purpose of the residencies
 - Who can apply?
 - What does the VERTIGO grant cover and which category to select?
 - What are the requirements for the application?
 - What are the selection criteria?
- A Call for producers page dedicated to organizations willing to expose their offer online for joint applications with artists and linking to an online form.



Annex 1 – Online Call Text

VERTIGO STARTS Artistic Residencies Program

<http://vertigo.starts.eu/residencies-program/>

The VERTIGO STARTS Artistic Residencies Program organises collaborations between artists and research and development (R&D) projects in the field of Information and Communication Technologies (ICT). VERTIGO is funded under the H2020 European STARTS initiative, innovation at the nexus of Science, Technology, and the ARTS. STARTS promotes the arts as catalysts for efficient conversion of science and technology knowledge into products, services, and processes. To achieve this objective, VERTIGO is organizing and funding artist residencies within ICT R&D projects.

The program is organised in 3 yearly open calls for proposals which will be selected by an international jury. A total budget of 900.000 € is allocated by VERTIGO for funding the participation of artists in at least 45 residencies. The selected artists will contribute to the innovative aspects of ICT R&D projects' research by bringing original perspectives through artistic practices. Those practices should naturally lead to an original artwork based on the project technology featuring novel use-cases with a high potential for innovation. VERTIGO will also act as a platform to showcase produced works to the public and actors of innovation.

The 2017 call includes the following steps:

- R&D projects interested in the program are invited to fill an online submission form until April 10th (10:00 CET). More details on the expected benefits for projects, requirements and submission process are given here ([link to projects call](#)).
- The submission platform for artistic residencies applications will open on April 14th. Artists will be invited to choose an R&D project from the ones available and make a proposal for an original artwork based on its technology that addresses its innovation challenges. Artists may apply alone or with a third party “Producer” who acts as the host of the artistic production. Further details of the process are given at ([link to the Artistic Residencies call](#)).
- Producers interested in presenting their offer are invited to fill an online submission form ([link to Producers call](#)).
- The submission platform will close on May 14th (15:00 CET).
- An interdisciplinary jury will select the best projects and publish its selection by July 2017.
- The first residencies will start from September 2017. For each residency, a co-production contract will be signed between all concerned parties.



Call for R&D Projects

<http://vertigo.starts.eu/calls/detail/2017/projects/submission/>

Are you an R&D ICT-Project coordinator or partner? Apply now and have the chance of hosting an Artistic Residency to boost your open innovation and the dissemination of your technology!

VERTIGO promotes the arts as catalysts for an efficient conversion of science and technology knowledge into products, services, and processes. To achieve this objective, VERTIGO is organizing and funding artist residencies in R&D projects in the field of ICT (Information and Communication Technologies).

The artist will work with your ICT-Project and will contribute to the innovative aspects of the research undertaken within it by bringing an artistic perspective through artistic practices. Those practices should naturally lead to an original artwork based on the project technology featuring novel use-cases with a high potential for innovation. VERTIGO will also act as a platform to showcase produced works to the public and actors of innovation.

Benefits for your project:

- Additional input to the innovative aspects of your projects technology from a radically different point of view. This will be achieved by rethinking design, exploring technological limits through art installations, developing unexpected use-cases for the technology, testing unusual technical solutions, and working on social acceptance;
- New prospects for innovation, production of new prototypes and new knowledge complimentary to your project;
- Organizational learning through the adoption of new organizational processes for innovation;
- Significant extension of public dissemination of the project activities and technology through the high profile VERTIGO events and dissemination channels;
- VERTIGO will fund the artist for the time of the residency and support the match making process of bringing artists and projects together.

Pre-conditions for first residency call (2017):

The project

- is funded through a public European program or national program of a country of the European Union in the field of ICT;



- ends after February 2018;
- is fully committed to integrate the artist into the project organizational and collaborative framework;
- gives the artist access to technologies developed by the project;
- provides a basic working environment for the artist. Optionally: provides a technical infrastructure for hosting the artwork production process (otherwise will be supported by a Producer third party brought by the artist).

Submission process:

- Interested projects fill a form presenting their activity, technology and hosting offer;
- **The projects submission platform will close on April 10th at 10:00 am CET.** No additional submission will be accepted after this deadline for the 2017 Call.
- A selection of available projects will be published from April 14th;
- Residency applications will be submitted in relation to one of the selected projects. The conditions and process are detailed here ([link to the Artistic Residencies call](#));
- The selected residencies will start from September 2017 at the earliest;
- A co-production contract will be signed between all concerned parties including the partner of the ICT-Project in charge of the residency.

Selection criteria:

- **Quality of information:** is the information filled in the on-line form suitable for communication: quality of writing, quality and resolution of pictures and video, capacity to express technology in understandable language for artist and large audience;
- **Period of implementation:** the project should be under execution at the time of the residency;
- **Capacity to show resources** committed to the artistic residency (people, tools, possibility to interact with the technology, etc.);
- **Scope:** the ICT-Project should address an important technologic area, such as smart cities, wearable technology, open data, internet of things, cloud computing, etc.



Adding value to research and technology through integration of artists in projects and synergy creation between creative industries, entrepreneurs, researchers and arts

- **Innovation potential:** originality of the ICT-Project and associate technology;
- **Target-groups:** dimension of the target-group (e.g. type of actors, activity areas, geographic dispersion) addressed by the technology being developed by the ICT-Project;
- **Impact:** Changes and advancement for society or economy.

ACCESS TO THE SUBMISSION FORM : (link to project form)



Open Call for VERTIGO STARTS Artistic Residencies

<http://vertigo.starts.eu/calls/detail/2017/residencies/submission/>

Are you an artist or creative? Have the chance of getting a grant of up to 30.000€ for collaborating with an R&D ICT-Project and producing an original artwork based on its technology!

The application platform will open on April 14th and will close on May 14th 2017 (15:00 CET)

Application process

- Choose the R&D ICT-Project you want to collaborate with from a list of available projects;
- Present your artistic work including your bio and selected works;
- Describe the artwork you propose to produce for the selected R&D ICT-Project and its production workplan;
- Should you need additional resources other than those provided by the grant or/and by the R&D ICT-Project, you may apply with a third-party (Producer) committed to support your artistic production.

Selection process:

- An international and interdisciplinary jury will review the applications received. Up to 10 ***VERTIGO Granted Artistic Residencies*** will be selected and published.

Implementation:

- All parties involved in a selected residency will sign a co-production contract (link to the contract template)
- Residencies will start from September 2017 and their process will be followed by a VERTIGO partner.
- Upon completion, VERTIGO will contribute to the public exposure of the produced artworks and other residencies' outcomes through its dissemination channels, including the vertigo.starts.eu online platform, a yearly public event at Centre Pompidou and the Network of Artistic Correspondents.



PURPOSE OF THE RESIDENCIES

The call builds on the STARTS initiative (Innovation at the nexus of Science, Technology, and the ARTS) which promotes the collaboration of artists with R&D projects in the field of ICT (Information and Communication Technologies) as catalysts of innovation processes.

The call is open to artists willing to collaborate with the partners of an R&D ICT-Project in order to develop, in particular through the production of an original artwork based on its technology, a fresh approach to its innovation challenges.

A list of R&D ICT-projects selected by VERTIGO will be accessible from April 14th.

After having chosen a project in this list, applicants shall elaborate the idea of an original artwork based on its technology. They shall also explain the projected process of its design and production including the expected interactions with the project partners for the investigation of the artistic and technological issues to be explored through experimentation.

WHO CAN APPLY?

The call is open to experienced artists of any artistic field and of any nationality. The only constraint is that the applicant is a physical person and will be the author of the artwork produced in the framework of the residency.

In addition to the VERTIGO grant and to the available R&D ICT-Project facilities, it is recommended that the artist applies together with an organisation (Producer) of choice which will bring additional support (technical and hosting infrastructure, funding, staff, etc.) in order to cover all the means necessary for the targeted artistic production.

In this case, the Producer should comply to relevant criteria in terms of human, technical and project management approach adapted to the specificity of artistic projects. It might also facilitate the relationship between the artist and R&D ICT-Project and monitor the progress of co-creation. The contribution of the Producer should clearly appear in the workplan and in the budget.

A starting list of institutions open to collaborate as Producers with artists is provided at: ([link to Producers list](#)).

This list is not limitative: artists may apply with a Producer of their choice not present in the list.

Organisations interested in participating in residencies as Producers and being contacted by artists for joint applications are invited to join this list by completing a form presenting their offer at: ([link to Producers call](#)).



WHAT DOES THE VERTIGO GRANT COVER AND WHICH CATEGORY TO SELECT?

The VERTIGO grant will be paid directly to the Artist as a commission for producing the artwork. The artwork will remain the property of the Artist, but in exchange the Artist will enable its partners in this process (VERTIGO, the R&D ICT-Project, the Producer) to present and disseminate the produced artwork and its public documentation through their dissemination channels.

The Artist shall choose between two categories of grant:

- Category 1 concerns grants not exceeding 15.000€. The cumulated duration of the artistic work (possibly split in several periods) shall be between 3 to 6 months. Resulting artworks may be in the form of sketches or prototypes but ready for public exposure in cultural venues and preferably in the form of achieved works.
- Category 2 concerns grants not exceeding 30.000€. The cumulated duration of the artistic work (possibly split in several periods) may exceed 6 months. Resulting achieved artworks must be ready for public exposure in cultural venues with their fully functional setup.

The residencies of Category 2 will be reserved to the largest production projects involving recognised artists. Applicants may choose to apply only to Category 2 but with fewer chances of selection. They may also opt to apply to Category 2 while accepting to be downgraded to Category 1 by the jury; in that case, they shall present a budget detailing both possibilities.

For this first 2017 call, a maximum of 10 residencies will be selected, among which a maximum of 3 residencies of Category 2.

The VERTIGO grant is expected to cover all of the expenses of the Artist during the full residencies process, including travel, subsistence, equipment depreciation, purchases, etc. In case the amount is not sufficient, complementary funding by the Producer will be necessary; all the planned expenses and their funding shall be justified in the submitted budget and the Producer shall commit to its contribution in the co-production contract.



WHAT ARE THE REQUIREMENTS FOR THE APPLICATION?

Submission Instructions:

Create an account (or use a pre-existing account) on <http://www.ulysses-network.eu/>. After creating your profile, create your application for “Vertigo –Artistic Residency Program Call 2017” via the “Your Application” panel. You can save your application as a draft before the submission deadline. The system will warn of any incomplete material before the final submission. Content in your profile can be used for several applications.

Rules

- The English language is mandatory for the application.
- The application procedure is strictly online. No material through mail or post will be considered.
- The submission deadline will close automatically on **May 14th 2017 (15:00 CET)**. No exceptions will be granted.
- If you are interested in several R&D ICT-Projects, you must submit one application per project.
- Any application not complying with these rules will be rejected. Authors are responsible for the application content and its verification.
- The application form contains both private and a public sections. Before selection, they will be handled as confidential and accessed only by participants in VERTIGO and by reviewers and jury members appointed by VERTIGO. For selected applications only, public information will be published by VERTIGO through its dissemination channels.

Required material

The required materials will include;

- Biographical details: CV and Motivation Letter
- Project title
- Project abstract
- A short amateur video of the Artist presenting his/her project in English (up to 3 minutes)



- Multimedia (audio/video) samples: Samples of prior or current work representative of the artistic and research quality of the applicant's work.
- Presentation and contact details of the Producer (optional but recommended)
- Detailed Project Proposal: a .PDF document in A4 format (max. 20 pages) including the following sections:
 - Concept of the targeted artwork and contribution to the innovation challenges of the R&D ICT-Project technology;
 - State-of-the-art background and justification on the novelty of the proposed project. Artistic challenges expected to be solved or explored using scientific and technological advances. Potential for innovation (new functional approach, use-cases, application fields, etc.);
 - Technical approach: technical synopsis of targeted artwork with the various pieces of technology and protocols used, hosting production environment, analysis of specific developments to implement;
 - Implementation workplan: proposed modes of collaboration and interaction with the R&D ICT-Project and respective roles, periods and places of execution, planned schedule with milestones and deliveries including periods of work compatible with R&D ICT-Project expressed constraints;
 - *Residencies may start from September 2017 and cannot in any way end after February 2020 (residencies selected as part of the 2017 Call are normally expected to end in 2018, but a later end may be considered). The residency cannot end after the end of R&D ICT-Project. The workplan shall include at least one milestone at half time with a review involving all parties with VERTIGO and the production of a short video presenting the done work for the VERTIGO public dissemination. Together with the artwork, the final delivery shall include an internal report on the done work and its main outcomes including a financial report, a technical documentation of the artwork describing the setup necessary for implementing it (If relevant depending on the nature of the artwork) and public communication supports including a video and a 4 pages public report (all these documents in English language).*
 - Consolidated budget including the elements of funding brought by each concerned party and the justification of related expenses.



WHAT ARE THE SELECTION CRITERIA?

The selection jury will apply the following criteria:

- **Artistic quality:** based both on previous works by artist (selected portfolio) and on the originality of targeted artistic work and developed vision in relation to the R&D ICT-Project technology.
- **Art-science congruency:** synergy between the R&D ICT-Project and artistic thematic and methodological approaches.
- **Innovation potential:** Originality and novelty of presented ideas.
- **Technical approach:** Quality and consistency of the technical design, technical knowledge of the artist, hosting infrastructure, quality of the Producer.
- **Implementation:** Quality of the workplan (process, schedule, milestones, specification of respective roles and proposed collaboration framework), relevance of consolidated budget with targeted actions.



Framework and submission process for Producers' applications

<http://vertigo.starts.eu/calls/detail/2017/producers/submission/>

Are you a potential Producer? Apply now and host the production of an Artistic Residency in collaboration with an ICT R&D project !

VERTIGO promotes the arts as catalysts for an efficient conversion of science and technology knowledge into products, services, and processes. To achieve this objective, VERTIGO will organize and fund residencies of artists in R&D projects in the field of ICT (Information and Communication Technologies).

The production of the artistic project may require means and/or technical infrastructures that are not, or only partly made available by the ICT R&D Project. In that case, the expected role of the Producer as a third actor of the residency is to host and/or to manage this production with its own means, while the Artist's fee is paid directly by VERTIGO. The Producer may also contribute to the matchmaking between the ICT R&D Project and the Artist. These arrangements must be agreed in advance between the Artist and the Producer so that they apply together to the residency call and present a workplan and a budget integrating the Producer's contribution.

Potential benefits for the Producer:

- Being in contact and collaborating with high-level R&D ICT-Projects and artists in the framework of a residency selected by the international VERTIGO jury;
- Promoting its production means both for technological innovation and artistic production and benefiting from VERTIGO's dissemination channels for that purpose.
- Having the possibility to expose the resulting artwork to its own public (the VERTIGO co-production agreement foresees the required licenses).

Submission process for potential Producers to publish their offer:

Managers of an artistic production structure may be interested in publishing their offer as potential Producers through VERTIGO in order to be contacted by artists and apply with them to the residency program. The process therefore is the following:

- Potential Producers fill a form presenting their activity ([link to producers form](#));
- Submissions providing all required information will be added to a growing list of Producers ([link to producers list](#)).



Submission process by Producers for the residencies:

- Residency applications must be submitted together with an Artist and in relation to one of the VERTIGO selected projects. The conditions and process are detailed here ([link to the Artistic Residencies call](#));
- The selected residencies will start from earliest in September 2017;
- A co-production contract will be signed between all concerned parties including the Artist, the Partner of the ICT-Project in charge of the residency, the Producer and the VERTIGO partner in charge of following the residency. The VERTIGO co-production contract template is available at : ([link to contract template in pdf form](#)).



Annex 2 – ICT Project Description Form

PRIVATE CONTENT		
<i>To be available to Vertigo partners and artists upon successfully obtaining the residency (except letter reserved to VERTIGO)</i>		
ICT-Project Contact Details	Name	
	Position	
	Street Address	
	Phone	
	Mobile	
	Email	
ICT-Project description <i>(500 – 1000 words)</i>		
Affiliation		
Letter of commitment by ICT-Project coordinator	<i>Written on behalf of the whole project consortium, this letter will commit in implementing the collaboration of a residency application selected by the VERTIGO jury, on the conditions set by the project (in annex of letter: synthesis of all related information entered by project).</i>	
Persons from organisation / ICT-Project who will be part of the project team <i>(preliminary)</i>		
PUBLIC CONTENT		
<i>To be published only for ICT-Projects selected by the consortium</i>		
ICT-Project Name		
ICT-Project Website		
Image to represent ICT-Project + credit		
Brief description of challenge <i>(110 characters max - To be used for wider communication strategy (e.g. Twitter))</i>		
Description of the challenges faced by the ICT-Project <i>(100-150 words)</i>		
Brief description of technology <i>(100-200 words - must include the elements to be made available to the artist with sufficient functional and implementation details for enabling him/ her to elaborate his/ her technical approach).</i>		
What the project is looking to gain from the collaboration and what kind of artist		



would be suitable <i>(100-150 words)</i>	
Resources available to the artist <i>(50 – 150 words; e.g. office facility, studio facility, technical equipment, internet connection, laboratory, and periods of availability for artistic production, staff possibly allocated to the project, available budget for travel, consumables and equipment, etc.)</i>	
5 key words to describe project and challenge	
3 key images for inspiring the artists + any video content available <i>(including captions and credits).</i>	
Possible period of implementation <i>(must be part of the project implementation workplan)</i>	



Annex 3 – VERTIGO Producer Presentation Form

PRIVATE CONTENT		
Producer Contact Details	(Organisation)	
	Street Address	
	Phone	
	Fax	
	Mobile	
Do you have prior experience with working in organisations in a co-creation process? If so, please describe it. (40 – 60 words)		
PUBLIC CONTENT		
Producer Contact Details	Name	
	Website	
	Contact email	
Description of producer organisation + resources they bring for the proposal (100 to 150 words)		



Annex 4 – Co-production contract template (French Law)

CO-PRODUCTION CONTRACT

between :

x *[name],[address]*, hereinafter referred to as “Artist “

[Must be a person; in case of several artists, one of them is the contractor]

and

y *[project full partner name]*, whose headquarters are located at *[address]*, hereinafter referred to as “ICT R&D Project Partner”

and

z *[producer full partner name]*, whose headquarters are located at *[address]*, hereinafter referred to as “Producer”

and v *[VERTIGO full partner name]*, whose headquarters are located at *[address]*, hereinafter referred to as “VERTIGO Partner”,

hereinafter collectively referred to as “Parties” or individually as “Party”.

Preamble and definitions

“VERTIGO” designates the Coordination and Support Action project of Grant Agreement N° 732112 supported by the European Commission under its H2020 Program. Together with the VERTIGO Partner, the parties involved in the implementation of VERTIGO are the following and are hereinafter collectively referred to as “Members of the VERTIGO Consortium” [remove the VERTIGO Partner in the following list]:

- INSTITUT DE RECHERCHE ET COORDINATION ACOUSTIQUE/MUSIQUE (IRCAM), established 1 place Igor Stravinsky – F-75004 Paris, France
- ARTSHARE INVESTIGACAO TECNOLOGIA EARTE LDA, established in RUA QUINTA VELHA 249, ESTARREJA AVEIRO 3860 249, Portugal
- FRAUNHOFER GESELLSCHAFT ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V. (FHG), established in HANSASTRASSE 27C, MUNCHEN 80686, Germany
- INOVAMAI - SERVICOS DE CONSULTADORIA EM INOVACAO TECNOLOGICA S.A. (INOVA+) SA, 9144/971216, established in RUA DR AFONSO CORDEIRO 567, MATOSINHOS 4450-309, Portugal
- ASSOCIATION CULTURE TECH., established in 20 RUE PORTAIL BOQUIER, AVIGNON 84000, France
- ECOLE POLYTECHNIQUE FEDERALE DE LAUSANNE (EPFL), 414110, established in BATIMENT CE 3316 STATION 1, LAUSANNE 1015, Switzerland
- LIBELIUM COMUNICACIONES DISTRIBUIDAS SOCIEDAD LIMITADA (LIBELIUM) SL, Z42864, established in INSTALACIONES CEEI - CALLE MARIA DE LUNA 11 NAVE 5, ZARAGOZA 50018, Spain

One of the main goals of VERTIGO is to support collaborations of artists with research and development (“R&D”) projects in the field of Information and communication technologies (“ICT”), in particular in the framework of a program of artistic residencies. This program sets a collaboration framework of artists with partners of an ICT R&D project, aiming at producing an innovative artwork, based on the ICT R&D project technology. [optional The hosting and organization of the residency is under the responsibility of a producer.]



“The ICT R&D Project” designates an R&D project in the field of ICT, supported by [Funding agency] (“ICT Project Funding Body”) under [grant agreement reference], in which the ICT R&D Project Partner participates.

The other parties involved in the project are :

- Name, address
- Name address

All the parties involved in the ICT R&D Project are hereinafter collectively referred to as “Members of the ICT R&D Project Consortium”

The Parties together with all the Members of the VERTIGO Consortium and all the Members of the ICT R&D Project Consortium are hereinafter referred to individually as “Extended Party” and collectively as “Extended Parties”.

The ICT R&D Project Partner guarantees that is has been mandated by the other Members of the ICT R&D Project Consortium in order to represent them in the current contract and that it has been granted all necessary rights to do so.

VERTIGO has published on [date] a call for artistic residencies (Call) with a selection of ICT R&D projects, including the ICT R&D Project, which has expressed interest in participating in the VERTIGO residencies program, on the basis of technological elements, hereinafter designated as “ICT Technology”, described in Exhibit 1.

The Artist and the Producer have presented a joint application to the Call and have been selected by the international jury set up by VERTIGO.



Article 1 - Object

The object of the contract is to define the conditions of the residency (“Residency”) of the Artist with the ICT R&D Project, with the support of the Producer, in the framework of VERTIGO.

The goal of the Residency is twofold:

- The production of an original artwork (“Artwork”), based on the ICT Technology, to be designed by the Artist and produced as part of the Residency, following the artistic project (“Artistic Project”) presented in Exhibit 2.
- To be the framework of a collaboration between the Artist and the ICT R&D Project, in order to elaborate new and innovative ideas about the ICT Technology.

The execution of the Residency shall follow the workplan (“Workplan”) described in Exhibit 3. The Workplan shall include at least two deadlines of delivery associated to a meeting between all the Parties, one at mid-term and the second at the end. Any change on the workplan shall be jointly agreed in advance in written and traceable form by all the Parties.

The mid-term deadline shall include a review involving all Parties and the production of a short video presenting the done work for the VERTIGO public dissemination

The final outcome of the Residency will include the delivery of the following elements:

- The Artwork ready for public exposure in cultural venues [*only here for Category 1*], which may be in the form of sketches or prototypes but preferably in the form of achieved works [*only here for Category 2*], in the form of an achieved work and its fully functional technical setup;
- A confidential report presenting the work done, the process followed for the execution of the residency in reference to its workplan, its outcomes, [and a financial annex presenting the incurred expenses by each Party in reference to the budget defined in Article 4]. The diffusion of the report will be restricted to the Parties, the VERTIGO partners, the ICT R&D Project partners and the ICT R&D Project Funding Body;
- [*If relevant depending on the nature of the Artwork*] A technical documentation of the Artwork describing the setup necessary for implementing it;
- Public materials in English language presenting the main outcomes of the Residency: a video of 2 to 5 minutes and a 4 pages document at A4 format.

Article 2 – Scope and limits of the contract

The present contract does not create a joint-venture company and under no circumstances be considered as a holding between the parties. The responsibility of each Party is strictly limited to the conditions mentioned in this contract, particularly the conditions of take by each Party to any other third party.

Article 3 – Period of execution and termination

The starting date of the contract is: [*normally September 1st 2017, unless delayed start agreed by the Parties*].

The contract will end upon one of the following conditions :

- after delivery of all elements specified in Article 1 and final payment by the VERTIGO Partner [and *possibly* the Producer]. The foreseen date of completion is [XXX, should not be later than March 2020]
- in case of termination initiated by the VERTIGO Partner in the conditions specified in Article 7. In this case, no other payment will be due by the VERTIGO Partner to the Artist and all Parties give up any pursuit exercised against one or several other Parties for a direct or indirect damage incurred by the partial or total non-fulfillment of the measures of the present contract.

Article 4 – Budget, funding and payments

The total budget of the residency is: [*consolidated budget in euros*].

Its details are indicated in Exhibit 4.



It includes:

1. An amount of [max 15.000€ for Type 1 and max 30.000 for Type 2] to be paid by the VERTIGO Partner to the Artist as a global fee in counterpart of:
 - a. A commission for designing and producing the Artwork and a license granted by the Artist to the other Parties in order them to exploit elements of the Artwork as described in Article 5.
 - b. Expenses covered by the Artist for his/her participation in the Residency, including for travel, subsistence, purchase and delivery of goods and payment of third parties, and participation in VERTIGO public events presenting the work.

This amount will be paid to the Artist in 3 parts: An advance payment of 20% i.e. [XXX] at the signature of the current contract, 40% i.e. [YYY] after validation of the Residency mid-term assessment by the VERTIGO Partner and the remaining 40%, i.e. [ZZZ] after the final assessment by the VERTIGO Partner.

2. [Optional] An amount of [TTT] funded by the Producer in order to cover its own expenses
3. [Optional] An amount of [TTT] funded by the ICT R&D Project in order to cover its own expenses

Article 5 – Intellectual Property and Exploitation

The copyright in the Artwork is and shall remain the property of the Artist as fixed in French Intellectual Property Law (Code de la propriété intellectuelle). The Artist certifies that he/she is the sole author of the Artwork, that this is an original work that does not copy other preexisting works. The Artist certifies that he/she has not already accepted nor will accept during the execution of the current contract any other agreement with a similar subject.

The Artist grants all the other Extended Parties a non-exclusive right to publicly present the Artwork and its related public documentation through their dissemination channels. These rights-of-use are granted for the legal duration of the author's rights or related rights or their rights holders, as governed by both French or foreign law, current or future, including possible extensions to this duration. These rights are applicable worldwide. The Artist certifies that he/she is the owner of the rights which he/she grants to the other Parties. The Artist guarantees to the Extended Parties the full use, clear of all claims, liens and encumbrances, of the rights granted in the current contract, and guarantees the Parties against any fraud, claim or eviction or counterfeit litigation.

The ICT R&D Project Partner grants the other Extended Parties a non-exclusive right, applicable worldwide, to use the elements of the ICT R&D Project Technology necessary for the Residency execution, until the end of the current contract. It grants them a non-exclusive right applicable worldwide to use the elements of the ICT R&D Project Technology necessary for the operation of the Artwork at least three years after the end of the current contract. The ICT R&D Project Partner guarantees to the other Parties its full ownership of the rights necessary for these purposes.

Any Extended Party presenting publicly the Artwork will take in charge without soliciting the other Parties the statements and the payment of author's rights and performers' rights fees to Royalties Collecting and Distributing Societies.

The Parties grant any Extended Party rights to carry out, or cause to be carried out, shootings and/or audiovisual recordings during the work periods, of all staff involved in the Residency.

The Parties authorize the concerned Extended Party to grant the right to reproduce, to use and to broadcast to the producer of the video recording.

They authorize the concerned Extended Party, on free basis, non-exclusive and for an unlimited time, the rights to use these pictures and/or video recordings in the following conditions:

- Promotional purposes;
- For information and advertising purposes in television or radio channels broadcasting for short sequences
- The promotional and advertising activities, and the non-commercial exploitations in which artists and technicians could appear will not be subject to any additional remuneration.

Any commercial use of these pictures and recordings must be object of a separate contract.

Article 6 – Publicity and Compulsory Credits



All Parties and their mandated third parties shall include, if possible, on each publication or communication (print and/or multimedia) related to the public presentation of the Artwork, the following mention:

“Work designed by [Artist name] with the support of the VERTIGO project as part of the STARTS program of the European Commission, based on technological elements from the [ICT R&D Project name], with the support of [Producer name]” and include the logos of VERTIGO, STARTS, European Commission, and if they exist the logos of the ICT R&D Project and of the Producer.

Article 7 - Rights and Obligations of the VERTIGO Partner

[Case 1 : VERTIGO Partner directly in charge of monitoring the residency execution :

The VERTIGO Partner will monitor the execution of the Residency, acknowledge receipt and validate the content of the planned deliverables and manage the related payments to the Artist with a maximum delay of 45 days after validation.

In case of any problem encountered in the execution of the Residency which prevents the execution of the planned workplan and its updates jointly agreed by all Parties, it may ask in written form the other Parties to take corrective actions within a maximum delay of two months; after this delay, based on his appreciation of the progress made, it may decide, in agreement with the relevant decisions bodies of VERTIGO, to terminate the current contract with no delay.]

[Case 2 : EPFL mandated by the VERTIGO Partner for monitoring the Residency execution

The VERTIGO Partner will mandate a member of VERTIGO, Mr/Mrs XXX of EPFL (“Mandated VERTIGO Partner” to monitor the execution of the Residency, acknowledge receipt and validate the content of the planned deliverables. The VERTIGO Partner will manage the related payments to the Artist with a maximum delay of 45 days after validation by the Mandated VERTIGO Partner.

In case of any problem encountered in the execution of the Residency which prevents the execution of the planned workplan and its updates jointly agreed by all Parties, the VERTIGO Partner may ask in written form the other Parties to take corrective actions within a maximum delay of two months; after this delay, based on his appreciation of the progress made, it may decide, in agreement with the relevant decisions bodies of VERTIGO, to terminate the current contract with no delay.]

Article 8 - Rights and Obligations of the Artist

All Parties acknowledge that the Artist will remain the sole author of the Artwork and shall keep all freedom of decision and choice for its design.

The Artist will be the main Party in charge of the execution of the Workplan, with the assistance of the ICT R&D Project and the Producer. He/she undertakes to make his/her best efforts to assure the success of the Residency. He/she also commits in contributing to its public communication through the dissemination channels of the other Parties.

Article 9 - Rights and Obligations of the ICT R&D Project Partner

The ICT R&D Project Partner will provide the Artist with the elements of the ICT Technology in the forms and at deadlines conformant to the workplan and will assist him/her in documenting the ICT Technology. It will also provide the Artist with the foreseen hosting infrastructure and resources. It undertakes to make its best efforts to assure the success of the Residency.

The ICT R&D Project Partner will coordinate the exchanges between the Parties and the other participants of the ICT R&D Project, including the organization of the participation of the Artist in the ICT R&D Project innovation and dissemination activities.



[Optional] Article 10 - Rights and Obligations of the Producer

The Producer will be in charge of the overall coordination of the Artwork production process and of the allocation of relevant means and staff. It will provide the Artist with all relevant conditions of hosting and technical infrastructure necessary for the production of the Artwork. It undertakes to make its best efforts to assure the success of the Residency.

The Producer will have the full power of decision on the expenses of the budget it manages.

The Producer will keep separate accounts of expenses and receipts concerning the Artwork production. It will control the accounting of the sums to pay as reported in the attached budget. All of the documents, accounting vouchers and other supporting documents related to the Residency have to be kept available for the VERTIGO Partner who will have access upon request.

Article 11 - Liability

No Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a willful act or by a breach of confidentiality.

Article 12 – Disclosure of Information

All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the current contract during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 4 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations.

The Recipients shall be responsible for the fulfillment of the above obligations on the part of their employees or third parties involved in the contract and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the contract and/or after the termination of the contractual relationship with the employee or third party.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or



- the Confidential Information was already known to the Recipient prior to disclosure or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order

Article 12 - Insurances

All Parties shall take out adequate insurance to all risks for the equipments they will bring respectively into the execution of the Residency and for the staff they have respectively hired, including for travels.

Article 13 – Force Majeure

This Agreement will be revoked as of right and without compensation of any kind in all cases of force majeure recognized by the law and case law (natural disaster, strike, national mourning, riots, terrorism acts, war, epidemic, etc).

Article 14 –Attribution of Jurisdiction

In case of any dispute, execution, or termination of this contract, the partners agree to submit to the Tribunaux de Paris, but only after all amicable ways (such as conciliation or arbitration) have been exhausted.

Article 15 –Governing Law

This Agreement is governed by French law.

Done in XXX, in Y original copies



Exhibit 1: ICT R&D Project Technology description

[To be completed from Call for residencies]

Exhibit 2. The Artistic Project

Exhibit 3: Workplan of the Residency

[The workplan shall be an updated version of the one submitted by the Artist in the Call, discussed and agreed by all Parties.

It should include at least :

- *a decomposition into tasks associated to periods of work, with their objectives and expected delivery, place of execution, participants and their respective roles;*
- *the description of the technical approach, including the hardware and software elements to be integrated and/or developed for producing the Artwork, and roles of the Parties in bringing/developing these elements;*
- *the means of communication between partners, including the implementation of self-reporting methods and the definition of decision-making rules;*
- *the two deadlines and their deliveries mentioned in Article 1]*

Exhibit 4: Budget

[Shall be taken from the application and shall include the detail of funding and expenses by each Party]



Annex 5 – Co-production contract template (Portuguese Law)

CO-PRODUCTION CONTRACT

between :

x [name],[address], hereinafter referred to as “Artist “

[Must be a person; in case of several artists, one of them is the contractor]

and

y [project full partner name], whose headquarters are located at [address], hereinafter referred to as “ICT R&D Project Partner”

and

z [producer full partner name], whose headquarters are located at [address], hereinafter referred to as “Producer”

and v [VERTIGO full partner name], whose headquarters are located at [address], hereinafter referred to as “VERTIGO Partner”,

hereinafter collectively referred to as “Parties” or individually as “Party”.

Preamble and definitions

“VERTIGO” designates the Coordination and Support Action project of Grant Agreement N° 732112 supported by the European Commission under its H2020 Program. Together with the VERTIGO Partner, the parties involved in the implementation of VERTIGO are the following and are hereinafter collectively referred as “Members of the VERTIGO Consortium” [remove the VERTIGO Partner in the following list]:

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- ASSOCIATION CULTURE TECH., established in 20 RUE PORTAIL BOQUIER, AVIGNON 84000, France
- ECOLE POLYTECHNIQUE FEDERALE DE LAUSANNE (EPFL), 414110, established in BATIMENT CE 3316 STATION 1, LAUSANNE 1015, Switzerland
- LIBELIUM COMUNICACIONES DISTRIBUIDAS SOCIEDAD LIMITADA (LIBELIUM) SL, Z42864, established in INSTALACIONES CEEI - CALLE MARIA DE LUNA 11 NAVE 5, ZARAGOZA 50018, Spain

One of the main goals of VERTIGO is to support collaborations of artists with research and development (“R&D”) projects in the field of Information and communication technologies (“ICT”), in particular in the framework of a program of artistic residencies. This program sets a collaboration framework of artists with partners of an ICT R&D project, aiming at producing an innovative artwork, based on the ICT R&D project technology. [optional The hosting and organization of the residency is under the responsibility of a producer.]



“The ICT R&D Project” designates an R&D project in the field of ICT, supported by [Funding agency] (“ICT R&D Project Funding Body”) under [grant agreement reference], in which the ICT R&D Project Partner participates.

The other parties involved in the project are :

- Name, address
- Name address

All the parties involved in the ICT R&D Project are hereinafter collectively referred to as “Members of the ICT R&D Project Consortium”

The Parties together with all the Members of the VERTIGO Consortium and all the Members of the ICT R&D Project Consortium are hereinafter referred to individually as “Extended Party” and collectively as “Extended Parties”.

The ICT R&D Project Partner guarantees that is has been mandated by the other Members of the ICT R&D Project Consortium in order to represent them in the current contract and that it has been granted all necessary rights to do so.

VERTIGO has published on [date] a call for artistic residencies (Call) with a selection of ICT R&D projects, including the ICT R&D Project, which has expressed interest in participating in the VERTIGO residencies program, on the basis of technological elements, hereinafter designated as “ICT Technology”, described in Exhibit 1.

The Artist and the Producer have presented a joint application to the Call and have been selected by the international jury set up by VERTIGO.



Article 1 - Object

The object of the contract is to define the conditions of the residency (“Residency”) of the Artist with the ICT R&D Project, with the support of the Producer, in the framework of VERTIGO.

The goal of the Residency is twofold:

- The production of an original artwork (“Artwork”), based on the ICT Technology, to be designed by the Artist and produced as part of the Residency, following the artistic project (“Artistic Project”) presented in Exhibit 2.
- To be the framework of a collaboration between the Artist and the ICT R&D Project, in order to elaborate new and innovative ideas about the ICT Technology.,

The execution of the Residency shall follow the workplan (“Workplan”) described in Exhibit 3. The Workplan shall include at least two deadlines of delivery associated to a meeting between all the Parties, one at mid-term and the second at the end. Any change on the workplan shall be jointly agreed in advance in written and traceable form by all the Parties.

The mid-term deadline shall include a review involving all Parties and the production of a short video presenting the done work for the VERTIGO public dissemination

The final outcome of the Residency will include the delivery of the following elements:

- The Artwork ready for public exposure in cultural venues [*only here for Category 1*], which may be in the form of sketches or prototypes but preferably in the form of achieved works [*only here for Category 2*], in the form of an achieved work and its fully functional technical setup;
- A confidential report presenting the work done, the process followed for the execution of the residency in reference to its workplan, its outcomes, [and a financial annex presenting the incurred expenses by each Party in reference to the budget defined in Article 4]. The diffusion of the report will be restricted to the Parties, the VERTIGO partners, the ICT R&D Project partners and the ICT R&D Project Funding Body;
- [*If relevant depending on the nature of the Artwork*] A technical documentation of the Artwork describing the setup necessary for implementing it;
- Public materials in English language presenting the main outcomes of the Residency: a video of 2 to 5 minutes and a 4 pages document at A4 format.

Article 2 – Scope and limits of the contract

The present contract does not create a joint-venture company and under no circumstances be considered as a holding between the parties. The responsibility of each Party is strictly limited to the conditions mentioned in this contract, particularly the conditions of take by each Party to any other third party.

Article 3 – Period of execution and termination

The starting date of the contract is: [*normally September 1st 2017, unless delayed start agreed by the Parties*].

The contract will end upon one of the following conditions :

- after delivery of all elements specified in Article 1 and final payment by the VERTIGO Partner [and *possibly* the Producer]. The foreseen date of completion is [XXX, should not be later than March 2020]
- in case of termination initiated by the VERTIGO Partner in the conditions specified in Article 7. In this case, no other payment will be due by the VERTIGO Partner to the Artist and all Parties give up any pursuit exercised against one or several other Parties for a direct or indirect damage incurred by the partial or total non-fulfillment of the measures of the present contract.

Article 4 – Budget, funding and payments

The total budget of the residency is: [*consolidated budget in euros*].

Its details are indicated in Exhibit 4.



It includes:

1. An amount of [max 15.000€ for Type 1 and max 30.000 for Type 2] to be paid by the VERTIGO Partner to the Artist as a global fee in counterpart of:
 - a. A commission for designing and producing the Artwork and a license granted by the Artist to the other Parties in order them to exploit elements of the Artwork as described in Article 5.
 - b. Expenses covered by the Artist for his/her participation in the Residency, including for travel, subsistence, purchase and delivery of goods and payment of third parties, and participation in VERTIGO public events presenting the work.This amount will be paid to the Artist in 3 parts: An advance payment of 20% i.e. [XXX] at the signature of the current contract, 40% i.e. [YYY] after validation of the Residency mid-term assessment by the VERTIGO Partner and the remaining 40%, i.e. [ZZZ] after the final assessment by the VERTIGO Partner.
2. [Optional] An amount of [TTT] funded by the Producer in order to cover its own expenses
3. [Optional] An amount of [TTT] funded by the ICT R&D Project in order to cover its own expenses

Article 5 – Intellectual Property and Exploitation

The copyright in the Artwork is and shall remain the property of the Artist as fixed in Portuguese Intellectual Property Law (Código de Direito de Autor e dos Direitos Conexos). The Artist certifies that he/she is the sole author of the Artwork, that this is an original work that does not copy other preexisting works. The Artist certifies that he/she has not already accepted nor will accept during the execution of the current contract any other agreement with a similar subject.

The Artist grants all the other Extended Parties a non-exclusive right to publicly present the Artwork and its related public documentation through their dissemination channels. These rights-of-use are granted for the legal duration of the author's rights or related rights or their rights holders, as governed by both *Portuguese* or foreign law, current or future, including possible extensions to this duration. These rights are applicable worldwide. The Artist certifies that he/she is the owner of the rights which he/she grants to the other Parties. The Artist guarantees to the Extended Parties the full use, clear of all claims, liens and encumbrances, of the rights granted in the current contract, and guarantees the Parties against any fraud, claim or eviction or counterfeit litigation.

The ICT R&D Project Partner grants the other Extended Parties a non-exclusive right, applicable worldwide, to use the elements of the ICT R&D Project Technology necessary for the Residency execution, until the end of the current contract. It grants them a non-exclusive right applicable worldwide to use the elements of the ICT R&D Project Technology necessary for the operation of the Artwork at least three years after the end of the current contract. The ICT R&D Project Partner guarantees to the other Parties its full ownership of the rights necessary for these purposes.

Any Extended Party presenting publicly the Artwork will take in charge without soliciting the other Parties the statements and the payment of author's rights and performers' rights fees to Royalties Collecting and Distributing Societies.

The Parties grant any Extended Party rights to carry out, or cause to be carried out, shootings and/or audiovisual recordings during the work periods, of all staff involved in the Residency.

The Parties authorize the concerned Extended Party to grant the right to reproduce, to use and to broadcast to the producer of the video recording.

They authorize the concerned Extended Party, on free basis, non-exclusive and for an unlimited time, the rights to use these pictures and/or video recordings in the following conditions:

- Promotional purposes;
- For information and advertising purposes in television or radio channels broadcasting for short sequences
- The promotional and advertising activities, and the non-commercial exploitations in which artists and technicians could appear will not be subject to any additional remuneration.

Any commercial use of these pictures and recordings must be object of a separate contract.



Article 6 – Publicity and Compulsory Credits

All Parties and their mandated third parties shall include, if possible, on each publication or communication (print and/or multimedia) related to the public presentation of the Artwork, the following mention:

“Work designed by [Artist name] with the support of the VERTIGO project as part of the STARTS program of the European Commission, based on technological elements from the [ICT R&D Project name], with the support of [Producer name]” and include the logos of VERTIGO, STARTS, European Commission, and if they exist the logos of the ICT R&D Project and of the Producer.

Article 7 - Rights and Obligations of the VERTIGO Partner

[Case 1 : VERTIGO Partner directly in charge of monitoring the residency execution :

The VERTIGO Partner will monitor the execution of the Residency, acknowledge receipt and validate the content of the planned deliverables and manage the related payments to the Artist with a maximum delay of 45 days after validation.

In case of any problem encountered in the execution of the Residency which prevents the execution of the planned workplan and its updates jointly agreed by all Parties, it may ask in written form the other Parties to take corrective actions within a maximum delay of two months; after this delay, based on his appreciation of the progress made, it may decide, in agreement with the relevant decisions bodies of VERTIGO, to terminate the current contract with no delay.]

[Case 2 : EPFL mandated by the VERTIGO Partner for monitoring the Residency execution

The VERTIGO Partner will mandate a member of VERTIGO, Mr/Mrs XXX of EPFL (“Mandated VERTIGO Partner” to monitor the execution of the Residency, acknowledge receipt and validate the content of the planned deliverables. The VERTIGO Partner will manage the related payments to the Artist with a maximum delay of 45 days after validation by the Mandated VERTIGO Partner.

In case of any problem encountered in the execution of the Residency which prevents the execution of the planned workplan and its updates jointly agreed by all Parties, the VERTIGO Partner may ask in written form the other Parties to take corrective actions within a maximum delay of two months; after this delay, based on his appreciation of the progress made, it may decide, in agreement with the relevant decisions bodies of VERTIGO, to terminate the current contract with no delay.]

Article 8 - Rights and Obligations of the Artist

All Parties acknowledge that the Artist will remain the sole author of the Artwork and shall keep all freedom of decision and choice for its design.

The Artist will be the main Party in charge of the execution of the Workplan, with the assistance of the ICT R&D Project and the Producer. He/she undertakes to make his/her best efforts to assure the success of the Residency. He/she also commits in contributing to its public communication through the dissemination channels of the other Parties.

Article 9 - Rights and Obligations of the ICT R&D Project Partner

The ICT R&D Project Partner will provide the Artist with the elements of the ICT Technology in the forms and at deadlines conformant to the workplan and will assist him/her in documenting the ICT Technology. It will also provide the Artist with the foreseen hosting infrastructure and resources. It undertakes to make its best efforts to assure the success of the Residency.

The ICT R&D Project Partner will coordinate the exchanges between the Parties and the other participants of the ICT R&D Project, including the organization of the participation of the Artist in the ICT R&D Project innovation and dissemination activities.



[Optional] Article 10 - Rights and Obligations of the Producer

The Producer will be in charge of the overall coordination of the Artwork production process and of the allocation of relevant means and staff. It will provide the Artist with all relevant conditions of hosting and technical infrastructure necessary for the production of the Artwork. It undertakes to make its best efforts to assure the success of the Residency.

The Producer will have the full power of decision on the expenses of the budget it manages.

The Producer will keep separate accounts of expenses and receipts concerning the Artwork production. It will control the accounting of the sums to pay as reported in the attached budget. All of the documents, accounting vouchers and other supporting documents related to the Residency have to be kept available for the VERTIGO Partner who will have access upon request.

Article 11 – Disclosure of Information

All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the current contract during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 4 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations.

The Recipients shall be responsible for the fulfillment of the above obligations on the part of their employees or third parties involved in the contract and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the contract and/or after the termination of the contractual relationship with the employee or third party.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order



Article 12 - Insurances

All Parties shall take out adequate insurance to all risks for the equipments they will bring respectively into the execution of the Residency and for the staff they have respectively hired, including for travels.

Article 13 – Force Majeure

This Agreement will be revoked as of right and without compensation of any kind in all cases of force majeure recognized by the law and case law (natural disaster, strike, national mourning, riots, terrorism acts, war, epidemic, etc).

Article 14 – Attribution of Jurisdiction

In case of any dispute concerning the execution of this contract, the partners agree to submit to the Court of Matosinhos, Portugal

Article 15 – Governing Law

This Agreement is governed by Portuguese law.

Done in XXX, in Y original copies



Exhibit 1: ICT R&D Project Technology description

[To be completed from Call for residencies]

Exhibit 2. The Artistic Project

Exhibit 3: Workplan of the Residency

[The workplan shall be an updated version of the one submitted by the Artist in the Call, discussed and agreed by all Parties.

It should include at least :

- *a decomposition into tasks associated to periods of work, with their objectives and expected delivery, place of execution, participants and their respective roles;*
- *the description of the technical approach, including the hardware and software elements to be integrated and/or developed for producing the Artwork, and roles of the Parties in bringing/developing these elements;*
- *the means of communication between partners, including the implementation of self-reporting methods and the definition of decision-making rules;*
- *the two deadlines and their deliveries mentioned in Article 1]*

Exhibit 4: Budget

[Shall be taken from the application and shall include the detail of funding and expenses by each Party]