



## ZERO1 American Arts Incubator

### AGREEMENT OF PARTNER PARTICIPATION

This Agreement of Partner Participation is made and entered into as of January 1, 2018 by and between ZERO1 – The Art and Technology Network, a California nonprofit public benefit corporation (“ZERO1”), and Fr. Prasant Palakkappilly, representing Sacred Heart Autonomous College (“Fiscal Partner”) located at Thevara, Kochi, 682013, and Manju Sara Rajan, representing Kochi Biennale Foundation (“Program Partner”) located at \_\_\_\_\_ (“Agreement”). Fiscal Partner, Program Partner, and ZERO1 may each be referred to individually as “party” or collectively, “parties.” Fiscal Partner and Program Partner may be referred to individually as “Partner”, or “Partners” collectively.

Now, therefore, in consideration of the mutual rights and responsibilities in this Agreement, the parties agree as follows:

#### Section 1. PROGRAM PARTNER’S OBLIGATIONS

##### 1.1. Participation

Program Partner agrees to actively participate as an *American Arts Incubator* Partner for the duration of the Program (as defined in Exhibit A), per the Program Timeline as defined and set forth in Exhibit A. Participation includes but is not limited to the activities outlined below, including but not limited to providing support and assistance with community-based projects (“Community Projects”) or Artist-based project (“Artist Project”) that originate and are created within the Program (“Project” or “Projects”). Program Partner agrees that when taking actions on behalf of the Program, Program Partner makes good faith effort to support and align these actions with the objectives and structure of the Program, per the Program Description as defined and set forth in Exhibit A.

As the selected Program Partner organization in the host country, Program Partner agrees to support the *American Arts Incubator* in the manner described below:

##### 1.2 Program Administration

- (a) Respond promptly to requests from ZERO1 and the U.S. Embassy (or U.S. Consulate) for updates throughout the Promotion, Implementation, and Reporting Phases, as defined herein and/or set forth in Exhibit A. For the purposes of this Agreement, all references to U.S. Embassy include the U.S. Consulate where applicable)

- (b) Provide assistance with the execution of financial transactions. This may include identifying international money transfer services and administration of Small Grants funds, as described and set forth in Exhibit A.
- (c) Provide translation and interpretation services (when necessary):
  - (i) Translate all Program documents before the Program commences in overseas location.
  - (ii) Provide live interpretation during public events (Artist Talk, Panel Review, and Exhibition, as set forth in Exhibit A).
- (d) Recruit participants for the program:
  - (i) Publish and promote a call for applications to participate on Program Partner's existing communication channels.
  - (ii) Compile and translate applications.
  - (iii) Assist in participant selection.
  - (iv) Communicate with selected participants around Program logistics.
- (e) Assist with the gathering of Project updates and feedback for reporting purposes.
- (f) Support the participants and greater community in sustaining the Projects and initiatives that grow out of the *American Arts Incubator*.

### 1.3 Communications

- (a) Promote all program activities (Artist Talk, Workshops, Project Development, Panel Review, Exhibition, as set forth in Exhibit A) using Program Partner's existing communication channels:
  - Website and social media platforms
  - Email marketing
  - Press relations
  - Direct outreach to local communities
- (b) Gather multimedia Documentation (as defined in Section 3) of all program activities (Artist Talk, Workshops, Project Development, Panel Review, Exhibition). Conduct interviews with lead artist, program participants, and partner staff. Documentation is owned by ZERO1, as set forth in Section 3.

### 1.4 Space Use

Provide physical space for all program activities (Artist Talk, Workshops, Project Development, Panel Review, Exhibition as set forth in Exhibit A) at Program Partner site, or otherwise arrange and cover the costs of appropriate physical space to be used consistently throughout the Implementation Phase, which encompasses a twenty-eight (28) day period.

## 1.5 Event Production

Co-produce (with the Artist) the Program's public events (Artist Talk, Panel Review, and Exhibition):

- (a) Perform duties and cover costs associated with preparation and reset of the Exhibition space, including painting and cleaning.
- (b) Create signage and wall didactics for the Exhibition, if necessary.
- (c) Help arrange catering and hospitality.
- (d) Help Artist locate exhibition materials and equipment.
- (e) Gather public attendee metrics (using tools provided by ZERO1).

## 1.6 Production Assistance

Provide a full-time assistant to work alongside the visiting artist for the duration of the exchange. This may be a staff member from the Program Partner organization or an independent contractor:

- (a) Assistant supports the Artist directly throughout the Implementation Phase with group logistics, research, material sourcing, event production, and exhibition installation/de-installation.
- (a) Assistant acts as an interpreter during all Program activities, translating between English and the local language (when necessary).
- (b) Assistant supports administrative tasks, gathers Program metrics (e.g., daily attendance, participant surveys, and press mentions), and may assist with Documentation.

## 1.7 Procurement Advice

Provide guidance and facilitate relationships to support the visiting artist and community participants' purchases of the following (costs covered by Program):

- Artist accommodation
- Ground transportation
- Materials and equipment
- Production and fabrication services
- Catering services

## 1.8 Community Liaison

Act as a liaison between the Artist and the community, including the following:

- (a) Provide guidance to Artist and/or Program staff in any culturally sensitive matters or interactions.
- (b) Alert Artist and Program staff immediately regarding any concerns about participants, community relations, government relations, or Projects.
- (c) Provide advice in navigating local government communications, approvals, permits, or other requirements.



### 1.9 General Cooperation

Program Partner agrees to cooperate in good faith with ZERO1 in connection with the Program, and with any publicity in connection with the Program or any event at which aspects of the Program are presented, including lectures, symposia, workshops, and/or special events. Program Partner agrees to be available as necessary for consultation with ZERO1 and to take actions required and/or reasonably requested with respect to the promotion, hosting, or promotion of the Program and its Projects.

### 1.10 Handling and Care

As appropriate to the Project, Program Partner shall make good faith effort to maintain the Artist Project and Community Projects throughout Program's term per instructions from Artist for the reasonable maintenance, operation, and preservation of the Projects.

### 1.11 Reporting and Monitoring

Program Partner agrees to provide any materials or information in response to ZERO1 requests that allow ZERO1 to adhere to the various reporting requirements of the U.S. State Department, including but not limited to monitoring of program effectiveness and finances during and after program term.

## **Section 2. FISCAL PARTNER OBLIGATIONS**

### 2.1 Program Outreach

Fiscal Partner agrees to participate in outreach efforts to solicit participation in program activities (Artist Talk, Workshops, Project Development, Panel Review, Exhibition, as set forth in Exhibit A) by local students, educators, artists, social service professionals, and members of the public using Program Partner's existing communication channels:

- Website and social media platforms
- Email marketing
- Press relations
- Direct outreach to local communities

### 2.2 Transfer of Funds to Program Partner

Fiscal Partner agrees to receive funds from ZERO1 in accordance with this Agreement. Upon receipt of such payments, Fiscal Partner shall transfer such funds as appropriate.

### 2.3 No Reimbursements

No costs or expenses incurred by Fiscal Partner will be paid by ZERO1 or reimbursed by ZERO1, unless such costs are explicitly approved by ZERO1 in writing, in advance of Fiscal



Partner incurring such costs. All payments due will be paid in U.S. dollars unless otherwise indicated.

#### 2.4 Other Benefits to Fiscal Partner

Fiscal Partner will receive the following benefits:

- An educational opportunity for students, faculty, and staff in new media art for social impact. Participants will also be eligible for small grants to fund their group art projects.
- Be connected with a premiere international arts organization and its robust networks in Silicon Valley and around the world.
- Be featured on the *American Arts Incubator* website and other ZERO1 public relations materials and social media, with links to the Partner's online presence.
- Be positioned as a key supporter of global Community Project utilizing creative arts exchange as a tool for public diplomacy and social innovation.
- Collaborate with ZERO1, Program Partner, and the U.S. Embassy to bring four (4) to five (5) public artworks to Partner's community, including four (4) Projects created by local community members.

### **Section 3. ZERO1 OBLIGATIONS**

#### 3.1 Payment of Partner Stipend

As due consideration to the Program Partner for participation in the Program, ZERO1 shall pay to Fiscal Partner an honorarium of Two Thousand Dollars (USD \$2,000.00) in aggregate after all the progress phases have been completed and achieved, in accordance with the schedule set forth in Exhibit A. All payments shall be payable to Fiscal Partner in accordance with the provisions of Section 2 of this Agreement.

#### 3.2 Other Benefits to Program Partner

In addition to financial payment, the Program Partner will receive the following benefits:

- Be connected with a premiere international arts organization and its robust networks in Silicon Valley and around the world.
- Be featured on the *American Arts Incubator* website and other ZERO1 public relations materials and social media, with links to the Partner's online presence.
- Be positioned as a key supporter of global Community Project utilizing creative arts exchange as a tool for public diplomacy and social innovation.
- Collaborate with ZERO1 and the U.S. Embassy to bring four (4) to five (5) public artworks to Partner's community, including four (4) Projects created by local community members.



### 3.3 Handling and Care

ZERO1 will attempt to work with the U.S. Embassy, Program Partner, and Artist to maintain the Artist Project throughout Program's term per instructions from Artist, but cannot make any guarantees as to the outcomes of these good faith efforts or to the durability of any physical or virtual aspect of the Artist Project.

ZERO1 may, at any time and in its sole discretion, remove all or part of the Project(s) from the Program Partner location or place of installation or display, or require or make alterations deemed by ZERO1, the curators, or stakeholders in their reasonable discretion necessary to prevent the Project from being hazardous to other artworks, the location, or visitors. ZERO1 does not carry replacement insurance on artwork being created and cannot be held liable for artwork that is harmed, damaged, or destroyed, whether domestically or internationally.

### 3.4 Limitation of Liability

In no event shall any party be liable to any other party for any incidental, consequential, special, or punitive damages arising out of these terms or its termination, whether liability is asserted in contract or tort (including negligence and strict product liability) and irrespective of whether such party has been advised of the possibility of any such loss or damage.

### 3.5 Disclaimer

ZERO1 provides all services on an "as is" basis. ZERO1 makes no warranties with respect to the services it may provide hereunder, express or implied, and ZERO1 expressly disclaims all other warranties, including but not limited to the implied warranties of non-infringement, merchantability, and fitness for a particular purpose.

## **Section 4. Documentation; Copyright**

Any of Artist's work, plans, diagrams, drawings, and models received by Program Partner from the Artist for the purpose of planning and/or exhibition in connection with the Project shall remain the property of the Artist.

### 4.1 Documentation

The Program Partner agrees to permit ZERO1, U.S. Embassy, and Artist to document the Program Partner location and Program's Projects and outcomes by all modern scientific methods for archival, promotional, educational and such other purposes as ZERO1 shall determine in consultation with the Artist ("Documentation"). Such Documentation, which includes but is not limited to photographs and video, shall be the sole property of ZERO1, and ZERO1 shall be the sole copyright owner. ZERO1 will credit the Partner, Artist, and photographer, as appropriate. To the extent that Partner may be involved in creating Documentation in consultation and collaboration with Artist, and such Documentation involves

or includes the Artist Project or Artist's work, Partner agrees to share such Documentation with Artist. ZERO1 grants Partner a non-exclusive, royalty-free, revocable license for use, publication, reproduction, or distribution of the Documentation during the term of this Agreement. Partner must obtain ZERO1's written permission for the use, publication, reproduction, or distribution of the Documentation after the term of this Agreement.

## 4.2 Copyright

- (a) Artist's Work and Artist Project. The Artist retains ownership of the copyright in the Artist's Project. Any use, publication, distribution, reproduction or subsequent presentation of the Artist's Project shall be credited to Artist, and Artist shall be identified as the copyright owner when applicable.
- (b) Community Projects. To the extent that Artist contributes to Community Projects, the parties agree that Artist's work has been commissioned by ZERO1 as a contribution to a collective work, supplementary work, or other category of work eligible to be treated as a work made for hire under the United States Copyright Act; and that Artist's work shall be deemed a commissioned work and a work eligible to be treated as a work made for hire to the greatest extent permitted by law, and that ZERO1 shall be the sole copyright holder of such work.

## 4.3 Publicity

Program Partner agrees to grant ZERO1 the right to use the Program Partner's name, likeness, biographical facts, and any item which is or becomes closely identified with the Program Partner in connection with the Program and display or reproduction and distribution of the Projects, including without limitation all advertising or promotional materials regarding ZERO1 and/or the Program and Project. Program Partner hereby provides a limited non-exclusive license to the Project expressly permitting ZERO1 to use, reproduce, distribute, and publicly display the Project or images thereof, in printed, digital or electronic form, for research, educational, scholarly, publicity and promotional purposes.

## 4.4 Permissions

Program Partner agrees not to reproduce, use, distribute, or license, in any medium, any of Artist's work or Artist's Project to generate income for Partner without prior written consent of Artist, or under separate written agreement between Artist and Partner.

## **Section 5. Mediation and Arbitration**

In the event of any dispute, claim, question, or disagreement ("Dispute") arising from or relating to this Agreement, the parties shall use their best efforts to settle the Dispute. To this effect, they shall consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice by either party to the other, all Disputes shall be finally settled by arbitration in San Jose, California before a single

arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

## **Section 6. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

## **Section 7. Indemnification**

Fiscal Partner, Program Partner, and ZERO1 agree to indemnify and hold each other harmless from any damages and losses caused by their own negligent acts, errors or omissions to the extent that each party is responsible for such damages and losses on a comparative basis of fault.

## **Section 8. Termination**

- (a) Any party may terminate this Agreement at any time for any reason on ninety (90) days advance written notice to the other party. ZERO1 may terminate this Agreement immediately upon written notice to either Partner if any of the following circumstances occur: (1) Partner fails to timely deliver the services required under this Agreement; (2) Partner fails to perform any of the material provisions of this Agreement or so fails to make progress with the Program as to endanger performance of this Agreement in accordance with its terms, or (3) Partner ceases operations. In the event of termination, ZERO1 may require Partner to transfer and deliver to ZERO1, in the manner directed by ZERO1, any completed or partially completed deliverables, works, information, documentation, or materials ("Deliverables") as Partner has produced or acquired for the performance of this Agreement. Partner further agrees to protect and preserve the Deliverables and any other property in the possession of Partner in which ZERO1 has an interest until it has been returned to ZERO1.
- (b) In the event of termination, Payment for the Deliverables shall be based on the percentage amounts set forth in Exhibit A and the appropriate percentage will be paid based on Partner's percentage of services completed under the Agreement at the time of termination, in the sole discretion of ZERO1.

## **Section 9. Force Majeur**

A party shall not be liable for any failure or delay in the performance of this Agreement for the period that such failure or delay is (a) beyond the reasonable control of a party (including but not limited to acts of God, war, terrorism, earthquakes, flood, fire, or other physical natural disaster), (b) materially affects the performance of any of its obligations under this Agreement, and (c) could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.



## Section 10. Modification

Any amendment, waiver, modification or alteration of this Agreement shall not be valid or binding unless in writing and signed by each party.

## Section 11. Entire Agreement

This Agreement is the entire understanding between the Partner and ZERO1 and supersedes and replaces any previous documents, correspondence, conversations and other written or oral understandings related to this Agreement which are not consistent with or are not contained herein.

AGREED: ZERO1

Barbara Goldstein  
Barbara Goldstein (Jan 23, 2018)

Barbara Goldstein  
Board Chair, ZERO1

Jan 23, 2018  
Date

AGREED: PROGRAM PARTNER

MANJU SARA RAJAN  
MANJU SARA RAJAN (Feb 13, 2018)

Manju Sara Rajan  
CEO

13.02.2018  
Date

AGREED: FISCAL PARTNER

Prasant Palakkappilly  
PRASANT PALAKKAPPILLY (Feb 5, 2018)

Fr. Prasant Palakkappilly  
Principal

Feb 5, 2018  
Date

## ZERO1 American Arts Incubator

### Exhibit A

#### I. PROGRAM DESCRIPTION

*American Arts Incubator* (“Program”) is an international creative exchange program developed in partnership with the U.S. Department of State’s Bureau of Educational and Cultural Affairs and administered by ZERO1. The program utilizes community-driven digital and new media art projects to instigate dialogue, build communities, bolster local economies, and further social innovation. This fourth iteration will be implemented in Ecuador, Egypt, India, Morocco, Poland, and Ukraine.

Inspired by the “business incubator” model made popular by Silicon Valley’s technology and startup companies, *American Arts Incubator (AAI)* is a hybrid training lab, production workshop, and tool for public engagement. *AAI*, at its core, is a cross-cultural exchange of ideas that showcases artists as engaged and innovative partners in addressing social and environmental challenges. The selected U.S. artists team up with youth, women, and underserved populations, through country-based partnerships, to inspire community engagement through art programs. *American Arts Incubator* awards small grants to local participant teams to develop public projects addressing the particular social or environmental challenge. In doing so, *AAI* exchanges seed opportunities for ongoing, community-driven innovation by translating creative practices into projects and programming that can be sustained long after the U.S. artist leaves the overseas location.

Key components of the Program include:

- Artist Talk(s)
- Artist-led Workshops
- Artist-led collaborative Project Development with community participant groups
- Small Grants program to fund community projects
- Panel Review and Exhibition
- Program website ([americanartsincubator.org](http://americanartsincubator.org)) & social media platforms
- Documentation, evaluation, and reporting



## IV. CREDITS

The following credits will appear on all related Projects and subsequent installations:

[Project Title], [Artist Name(s)], is a project of *American Arts Incubator*, an initiative of the U.S. Department of State's Bureau of Educational and Cultural Affairs that is administered by ZERO1, [Date]

Artist's name will be credited in connection with Artist's Project or Artist's work as related to the Projects or Program under this Agreement, where applicable.

Please note that the U.S. State Department and/or U.S. Embassy may require that its name and/or logo be credited. The Partner should consult with the Program Director on any promotional materials.

AGREED: Fr. Prasant Palakkappilly, on behalf of Sacred Heart Autonomous College, Fiscal Partner

Signature:   
PRASANT PALAKKAPPILLY (Feb 5, 2018)

Print Name: Fr. Prasant Palakkappilly

Title: Principal

Date: Feb 5, 2018

AGREED: Manju Sara Rajan, on behalf of Kochi Biennale Foundation, Program Partner

Signature:   
MANJU SARA RAJAN (Feb 13, 2018)

Print Name: Manju Sara Rajan

Title: CEO

Date: Feb 13, 2018













# AAI Partner Agreement IND for signature

Adobe Sign Document History

02/12/2018

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