

# Artwork Copyright License Agreement

This Artwork Copyright License Agreement (hereinafter referred to as "Agreement") is entered into by and between

\_\_\_\_\_ a corporation organized and existing under the laws of \_\_\_\_\_ and having its principal office of business at \_\_\_\_\_, (Hereinafter referred to as Party A)

and

National Performing Arts Center - National Taichung Theater a corporation organized and existing under the laws of Taiwan (R.O.C.) and having its principal office of business at No.101, Sec. 2, Huilai Road, Xitun District, Taichung City 407025, Taiwan (R.O.C.) (hereinafter referred to as Party B)

## WITNESSETH

WHEREAS, Party A desires to participate in the T.A.P. Project 2023-24 Open Call (hereinafter referred to as "the Project") organized by Party B, Party A agrees to produce the creative artwork (hereinafter referred to as "Artwork") in accordance with the requirements set forth by Party B.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, both parties hereby agree as follows:

### 1. Artwork and Schedule

1.1 Title: \_\_\_\_\_

#### 1.2 File Formats

1.2.1 Video Format: The UV file provided by Party A should be used with a resolution of 5000x5000, encoded in HAP, and in MOV format.

1.2.2 Music Format: WAV with a sampling resolution of 8-bit or higher.

1.3 length: 5 minutes (excluding credits).

1.4 Delivery schedule: Before June 10th, 2024.

1.5 During the production and testing period, at least 3 projections and technical tests shall be conducted as scheduled and notified by Party B. Party A agrees to cooperate and make necessary revisions or adjustments based on the advice provided by Party B's consultants.

2. Party B agrees to pay Party A a total fee of NTD 80,000 for creation of Artwork for the Project.

3. If Party A fails to complete the production of Artwork within the specified deadline or if there is a significant deviation from the original proposal without prior written consent from Party B, Party B has the right to disqualify the Artwork from screening in written notice. Party A shall return the fees already paid by Party B within 15 days of receiving the aforementioned notice.

4. Party A grants Party B the right to use the Artwork created for the Project without additional charge, for the purpose of art and cultural promotion on Party B's own or authorized print or electronic media as well as promotional materials. The license and guarantee are as follows:

- 4.1 Scope of license: Party B may use the video created by Party A for the Project, including reproduction, adaptation, public screening, and promotion, without no limit on the number of uses. Party B shall have all rights to the produced content.
- 4.2 License period: From January 1st, 2024, to September 8th, 2027.
- 4.3 Party A guarantees that the licensed video is original and free from any rights defects or licensing fee disputes. In the event of any violations, Party A shall be responsible for handling the issues, and Party A shall compensate Party B for any damages incurred due to such disputes.
5. This Agreement and any dispute between the parties arising out of this Agreement shall be construed in accordance with and governed by the laws of Taiwan (R.O.C.) and any dispute shall be settled amicably between the parties, but in the event no amicable settlement can be reached, the parties agree to submit to Taiwan Taichung District Court. The award of the Court shall be final and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the latter date below written.

By

By

\_\_\_\_\_  
(Corporation)Name:

Representative Name:

Passport Number: (for natural person)

Contact Person Name:(for corporation)

eMail Address:(for natural person)

Date:

\_\_\_\_\_  
Joyce Y. Chiou

General & Artistic Director

National Performing Arts Center-

National Taichung Theater

Date: