

**ONTARIO SCIENCE CENTRE'S RBC INNOVATORS' eAUCTION
ARTIST PARTICIPATION AGREEMENT**

THIS AGREEMENT (the “**Agreement**”) is made as of **[insert date]** (the “**Effective Date**”)
BY
[insert name] (the “**Artist**”)
AND
The Centennial Centre of Science and Technology (the “**Centre**”)

WHEREAS the Artist entered artwork in a juried competition for an opportunity to exhibit the artwork during an event known as the “RBC Innovators’ eAuction” (the “**Event**”);

AND WHEREAS the artwork was selected by the jury to be exhibited during the Event, subject to the execution of this Agreement;

NOW THEREFORE, in consideration of the Artist’s participation in the Event and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Artist and the Centre (each a “**Party**” together the “**Parties**”) agree as follows:

1.0 Definitions. The definitions for words and terms not otherwise defined in the body of this Agreement are set out below.

“**Artwork**” means the artwork submitted to the juried competition and includes any other work created by the Artist for exhibition and sale at the Event.

2.0 Exhibition. The Artist agrees to:

- (i) exhibit photos of the Artwork online on the Centre’s website and event website from October 26, 2020 – November 9, 2020
- (ii) provide accurate description of Artwork to post alongside Artwork during the entire time the Event is open to the public for bidding
- (iii) be responsible for all Artist’s costs and expenses to prepare and package the Artwork for delivery to eAuction winning bidder. The Centre will pay for and arrange courier services between the Artist and winning bidder.
- (iv) permit the Artwork to be exhibited in an online eAuction to be run by the Centre;
- (vi) insure the Artwork, against theft, damage and vandalism and all other potential perils during transportation to the winning bidder

3.0 Sale. If the Artwork is sold during the Event, the Centre will remit 0% / 20% or 40% of the winning bid to the Artist

4.0 Rights, Representations, Warranties and Acknowledgements.

4.1 The Artist hereby grants to the Centre a non-exclusive, sublicensable, irrevocable right and licence to:

- (i) exhibit or otherwise display the Artwork in whole or in part, during pre-promotion, during and any post recognition of the Event;
- (ii) use, reproduce, distribute, transmit and display all or part of the Artwork in any media or format, and permit its Event collaborators and subcontractors to do the foregoing, for the promotion of Event specifically and the promotion and marketing of the Centre and its Event collaborators generally; and
- (iii) use the Artist’s name in association with the Artwork for the above purposes.

4.2 The Artist represents and warrants that

- (i) the Artist has full power and authority to grant the rights granted, and to fulfil its obligations, in this Agreement;
- (ii) the Artist’s execution of this Agreement and the Centre’s use of the Artwork as set out in this Agreement does not and will not violate or infringe or induce the infringement of Intellectual



Property rights, or privacy rights of any third party; and
(iii) the Artist has waivers and releases from all identifiable persons whose images appear in the Artwork.

4.3 The Artist is responsible for any and all liabilities, costs, damages and expenses (including legal, expert and consulting fees) and any action, claim, demand, lawsuit, or other proceeding, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with, anything done or omitted to be done by the Artist during the performance of the Artist's obligations under the Agreement or otherwise in connection with the Agreement. The obligations contained in this section shall survive the termination or expiry of the Agreement.

5.0 The OSC. The OSC

- (i) will post information about the Artist and the Artwork on the Event website for bidding
- (ii) will facilitate receipt of payment for the Artwork from the winning bidder
- (iii) will give the Artist 0% / 20% or 40% of the winning bid (cheque to be mailed to Artist after OSC confirms receipt of payment from winning bidder and delivery of artwork);
- (iv) will publicly announce and promote the Event on its website, social media, enews letter and through other media; and
- (v) reserves the right to: A. refuse or remove from the Event any Artwork it considers inconsistent with previously accepted or agreed-upon Artwork; B. remove any Artwork that is considered inappropriate; or C. cancel or reschedule the Event.
- (vi) will not issue tax receipts to the Artist for the Artwork presented in the Event

6.0 General Provisions

6.1 Amendments, Waiver, Assignment, Benefit. No amendment of or addition to this Agreement will be valid unless it is in writing and signed by each Party. No waiver will be valid unless it is in writing. The Artist may not assign this Agreement, or any part of it, without the prior written consent of the OSC. This Agreement will enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

6.2 Parties Independent. The Parties are and will remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other.

6.3 Further Assurances. Each of the Parties agrees to do or cause to be done all acts or things necessary to implement and carry into effect the Agreement to its full extent.

6.4 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada.

7.0 Entire Agreement. This Agreement embodies the entire agreement between the Parties with regard to the Artwork and the Event and supersedes any prior understanding or agreement, collateral, oral or otherwise existing between the Parties at the date of execution of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[Insert full legal name of Artist] WITNESS

By:

Print Date: Print Name:

Print Address:

Print Date:

The Centennial Centre of Science and Technology

By:

Print Name:

Print Title:

Print Date: