



FONDATION
FRANÇOIS SCHNEIDER

Regulations

New formula – 2020 edition

Contemporary Talents

10th edition

Prior to any participation in the competition, each candidate must read and fully accept these regulations.

Anyone who violates one or more of the articles of these regulations will be deprived of the possibility of participating in the competition, but also of the financial compensation from which he could possibly have benefited.

ARTICLE 1 – PREAMBLE

The François Schneider Foundation recognised as being of public utility by the decree of 10 August 2005 (hereinafter referred to as «the Organiser»), located at 27 rue de la Première Armée in WATTWILLER, France, is organising **a competition on the theme of water** entitled «**Talents Contemporains**» aimed at supporting visual artists halfway along their career path, notably through the acquisition of their work and the development of communication about the artist and his work using the Foundation's tools: exhibition, catalogues, social networks, websites, cultural programme, conference, etc. (non-exhaustive list).

ARTICLE 2 – CONDITIONS OF PARTICIPATION

The competition is open to any person of full age from anywhere in the world (hereinafter referred to as «the candidate») except former winners of the competition and artists already present in the collection.

The competition is open to artists presenting a work in the following fields: painting, drawing, sculpture, installation, photography, video or any other form of plastic and visual arts. Film, live show or performance productions are not accepted.

The François Schneider Foundation particularly encourages the submission of works and projects in the fields of sculpture and installation. **From this 10th edition onwards, four works will be awarded annually, including two works in the fields of sculpture or installation (the term sculpture being used here in its broadest sense).**

For installations and sculptures, artists have the opportunity to present either an existing work or a project. For other art forms, only an existing work may be presented.

The call for applications is open from September 21, 2020 (10:00 a.m.) to November 20, 2020 at 11:59 p.m. (french time).

Any participation is conditional on the complete indication of real, exact and updated personal data of the candidates. It is permitted to indicate your artist name in addition to your civil identity.

Any fraud, attempted fraud, or non-respect of French law may be punished by exclusion from the competition.

Participation is limited to a single work or project per candidate. A work proposed to the competition cannot be represented the following year or afterwards.

Each candidate guarantees that he/she is the author of the work or project presented. Subject to compulsory collective management and/or the legal and compulsory licences set up by the Intellectual Property Code, he or she shall refrain from granting third parties any rights to the tangible and intangible elements presented in the competition. The works and projects must not have been the subject, for the benefit of third parties, of commercial exploitation, privileges, pledges and/or securities, as well as sale, donation, transfer, licence or authorisation for exploitation, or any other form of making available, whether for the physical support of the work or project or for all the intellectual property rights thereto. In particular, he shall refrain from printing or reproducing copies of the work or project for the benefit of third parties.

Each candidate guarantees that the work or project presented is and/or will remain unique (sculpture, drawing, installation, photographs, video, etc.). In the case of photography or video, if the proposed work has editions, the François Schneider Foundation reserves the right to reduce the amount to €8,000. The Candidate undertakes to inform the Foundation of the exact number of prints or copies available.

ARTICLE 3 – PRACTICAL MODALITIES

Participation in the competition can only be done electronically after registration on the website of the François Schneider Foundation:

www.fondationfrancoisschneider.org/en/contemporary-talents-competition

In the event of technical difficulties relating to the internet, applicants will contact the Organizer as soon as possible. We invite you to submit your applications as early as possible to avoid server slowdowns and therefore your application does not reach us on time.

Application files must be written in French for French-speaking candidates, and in English for other candidates.

These files must include:

Administrative part

- Registration form and signed regulations read and approved (PDF format)
- Copy of your identity document (front / back identity card or passport) (PDF format)

Artistic part (work carried out or project to be produced, sculpture or installation)

- Your curriculum vitae and / or presentation of the collective of artists, justifying an artistic background (work recently exhibited in institutions, galleries, festivals, etc. or having participated in one or more artistic residencies) (PDF format, 2 pages maximum).
- Your portfolio / artistic presentation of your work (PDF format, 10 A4 pages maximum, 10 MB maximum).
- A letter of intent presenting the work or project and the artist's approach for the competition, intellectual and creative approach (PDF format, 2 pages maximum).
- A precise technical description of the existing work or project (sculptures, installations), title, materials, technique, dimensions, weight, constraints and technical means required for the exhibition, assembly or transport of the work (PDF format, 1 page maximum).
- A detailed production budget of up to € 80,000 for works presented in the form of projects for sculptures and installations (PDF format).
- 1 to 5 color visuals (photo, drawing, diagram, modeling, plan, etc.) (JPG format, 5 MB maximum per visual).
- Video extract for the video works. It is possible to attach a video capture for the other works (painting, sculpture, etc.) in order to contextualize it (format MOV/MP4, 500 Mo maximum).

NB: The jury will be sensitive to the clear and concise nature of the dossier and to the coherence of the proposal in relation to the collection of the François Schneider Foundation.

Any file that is incomplete or does not comply with the above instructions will not be submitted to the Committees of Experts and the International Grand Jury.

ARTICLE 4 – EXPERT COMMITTEES AND INTERNATIONAL GRAND JURY

Expert Committees

They are each made up of two professionals from the cultural sector and are responsible for selecting the thirty «Finalists» from among all the applications received, which will be presented to the International Grand Jury.

The International Grand Jury

This Jury, chaired by Jean-Noël Jeanneney, comprises five to seven recognised personalities from the world of the arts.

It selects the winners from among the thirty or so «Finalists». Their selected works or projects then enter the collection of the François Schneider Foundation.

The decisions of the Committees of Experts and the International Grand Jury are final. No appeal is possible. Neither the Committees of Experts nor the Grand Jury are authorised to comment on unsuccessful applications.

Selection of works and projects

After studying the applications during the months of December 2020 to February 2021, the Expert Committees will draw up the list of «Finalists» who will be notified individually. The list of finalists will also be published on the Foundation's website in March 2021. For unsuccessful candidates, a global emailing will be sent to notify them of the result of the first selection stage.

As soon as they have been notified, the «Finalists» must provide a text summarising their work and presenting the selected work, in French and English. This will enable the official announcement of the finalists to the press, communication about the finalists on the website and the production of a brochure presenting the pre-selected works.

The works of the «Finalists» will then be studied on file by the members of the International Grand Jury during the month of April 2021 to enable the designation of the four «Talents Contemporains - 10th edition» winners.

The Announcement of the winners of «Talents Contemporains - 10th edition» will take place in May 2021 in Wattwiller.

The Organiser is at liberty to postpone these dates subject to informing the candidates on its website.

ARTICLE 5 – INTELLECTUAL PROPERTY

5-1. Authorization of reproduction and representation for all candidates free of charge

Each candidate expressly authorises the François Schneider Foundation to publish, reproduce, communicate and publicly distribute, free of charge and without financial consideration for the candidate, all or part of the elements of his or her dossier for all media and for the press, in all countries and for the LEGAL DURATION OF COPYRIGHT. This authorisation is limited to the promotional and communication needs of the François Schneider Foundation. This authorisation is granted for all media, in particular magazines, newspapers, flyers and promotional brochures, photographic, video, sound, audiovisual, digital and electronic media, and for electronic communications, in particular the Internet and mobile telephony. Each candidate consents to this authorisation, as set out in the limits of this article, being transmitted to the Organiser's partner(s), natural person(s) or legal entity(ies), and also to broadcasters to whom authorisations may be granted for reproduction and direct and indirect communication to the public.

5-2. Assignment of copyright for the Laureate

A transfer contract with the Winner will, if necessary, finalise the transfer of copyright, the terms and conditions of which are already specified in the present rules, which must be returned, accepted and signed by each candidate.

The Prizewinner accepts for himself/herself and for his/her beneficiaries to transfer in full to the François Schneider Foundation, under the conditions set out below, the exclusive right to exploit and have exploited all of his/her economic rights to his/her work submitted in the context of this competition.

This transfer will be effective in all countries and for the entire duration of the rights of the Prizewinner and his or her assigns, in accordance with the legal, regulatory or contractual provisions relating to the duration of these rights and any extension of this duration, depending on the place of exploitation envisaged.

The Prizewinner shall assign to the Organiser the reproduction, representation and adaptation rights attached to the work referred to above, as well as the rights of derivative exploitation, under the conditions set out below.

The right of reproduction includes the right to reproduce or have reproduced all or part of the work, according to any current or future technical process, such as printing, drawing, engraving, moulding, any process of the graphic and plastic arts, photocopying, computer storage, downloading, digitisation. It includes the right to publish, distribute free of charge or not, and market the copies reproduced according to the processes and on the media referred to in the following points, through all distribution and dissemination channels, if necessary within the framework of promotional and communication operations for the François Schneider Foundation, whether or not linked to the sale of the work itself.

The right of representation includes the right to publicly exhibit and broadcast the work, by any current or future process of direct and indirect communication to the public, such as the exhibition of the work to the public in any place, public screening, television broadcasting and transmission in a public place of the televised work, and all forms of electronic communication and interactive multimedia programmes, as well as audiovisual (spot, report) and cinematographic (film) communication, in particular via the Internet, mobile telephony, hertzian, cable or satellite networks.

This transfer is granted for all graphic, photographic, magnetic, video, optical, sound, audiovisual, computer, electronic or digital media, and in particular for books for any type of publication, catalogues, postcards, posters, brochures, packaging such as CDs, CD-ROMs and DVDs, merchandising, interactive digital terminals, newspapers and magazines on line or in paper format, flyers and promotional brochures, any website, all personal mobile media such as digital walkmans and mobile television.

The right of adaptation includes the right to adapt or have adapted the work in multimedia and interactive format. The right of derivative exploitation includes the right to create or have created, for marketing or promotion purposes, any product derived from the work such as games, postcards, websites, objects of applied art.

Each Prizewinner also transfers to the Organiser the right to exploit the work in ways unknown at the date of this contract, subject to an agreement negotiated in good faith between the parties as to the remuneration granted to the Prizewinner on this occasion.

The Prizewinner guarantees the Organiser against any disturbance in the exercise of the rights assigned, as well as against any claims or evictions that may affect the peaceful enjoyment thereof. With the exception of the compulsory collective management and compulsory licence schemes instituted by the Intellectual Property Code, the Prizewinner entrusts, without reservation, the collection of copyright to the François Schneider Foundation.

In its capacity as assignee of all economic rights to the work, the François Schneider Foundation is free to take any legal action to ensure the protection of the work.

The François Schneider Foundation will strictly respect the moral rights and resale rights of the Laureate and undertakes to preserve the work in its integrity and to respect in all cases (sale, exhibition, reproduction, distribution) the author's right of authorship, systematically indicating his or her name with the name of the work. Any adaptation of the work will be subject to the express agreement of the Winner.

The prizewinner will be authorised to represent and reproduce his/her work for his/her own promotion under the conditions defined in the transfer contract, and subject to not hindering the exploitation of his/her work by the Foundation and/or its partners.

5-3. In accordance with the laws governing literary and artistic property, the reproduction and representation of all or part of the elements making up the competition, the files and these rules are strictly prohibited without the Organiser's agreement.

ARTICLE 6 – TANGIBLE PROPERTY

The Prizewinner undertakes to transfer the material ownership of the works that are the subject of this competition to the Organiser under conditions that may, if necessary, be determined at a later date.

The transfer of physical ownership of the work to the Organiser will take place upon receipt of the work and after acceptance of the work by the Organiser. Prior to its receipt by the Organiser, the work is placed under the full responsibility of the Winner.

ARTICLE 7 – FINANCIAL CONDITIONS

7-1. In consideration of the design, production and exclusive, fixed, definitive and irrevocable transfer by the Winner of his/her intellectual property rights as provided for in Article 5-2 of these Rules and of the physical property over the work to the François Schneider Foundation as provided for in Article 6 of these Rules, the latter will pay the Winner **an amount of €15,000** including tax, which is broken down into a merit prize of €8,000 and an amount of €7,000 for the production, purchase of the work and transfer of rights. However, the costs of transporting and installing the work in the Foundation's premises are to be borne by the Foundation.

In the event that the work is not unique in the case of a photographic or video print, the amount is reduced to €8,000 including tax, corresponding to a merit prize of €4,000 including tax and an amount of €4,000 for the production, purchase of the work and transfer of rights.

7-2. In addition to the consideration mentioned in Article 7-1, the prizewinner who has presented his or her work in the form of an unfinished project will be required to draw up a dossier containing a detailed budget of the costs of producing the work (including production, transport and installation costs).

The Foundation asks the artist to complete the work immediately, in which case a maximum period of one year will be given to complete the work and the prizewinner will ensure full monitoring of the work. The Foundation will bear all the costs of production, transport and installation in accordance with the indications provided in the budgets submitted by the Prizewinner, who may not request additional remuneration for this follow-up.

7-3. In the cases referred to in Articles L.131-4 paragraph 2 and L.132-6 of the French Intellectual Property Code, **the sums paid under paragraph 1 of this article constitute the totality of the copyrights paid to the Winners.**

ARTICLE 8 – ORDER AND REALISATION

The prizewinner who presents his or her work in the form of a project will follow the presentation of the project submitted on the website of the François Schneider Foundation as part of his or her application for the «Contemporary Talents» competition. The prizewinner undertakes to bring all the required diligence and professionalism to the realisation of the work or model in volume. He or she certifies that the work is an original creation.

Each Prizewinner is already informed of the need to respect the deadlines indicated by the Organiser. The prize-winning works will be exhibited for the first time at the Foundation in the second half of 2021.

In the event that the Prizewinner wishes to exercise a right of repentance and request the withdrawal of the work, the exercise of this right will give rise to a right to compensation for the Organiser, up to the amount of the loss suffered by the latter, which reserves the right to request the repayment of any advance payments made to the Prizewinner.

ARTICLE 9 – INSTALLATION AND EXHIBITION MODALITIES

Each prizewinner undertakes to deliver the work acquired with a maximum of the presentation material required for the exhibition (specific video material, framing, base, counter-gluing, etc.) and this without additional financial compensation.

Each prizewinner undertakes to be present at the installation of the work for the first time at the François Schneider Foundation and to put it into service personally (if necessary).

Each Prizewinner undertakes to collaborate with the Organiser to ensure the promotion of the work, in particular through his/her presence at press conferences, cultural events, mediation projects, events, guided tours, workshops or other events. The Organiser may, in this respect, freely use the image of the Winner on any medium and for any media.

The Organiser is under no obligation to promote the works and the Prizewinners under these Rules.

ARTICLE 10 – RESPONSIBILITY

Each candidate is legally responsible for his or her own actions and the use of his or her material. The Organiser cannot in any way be held responsible for any damage or prejudice caused to the candidates.

The Organiser reserves the right to modify, extend or simply cancel the competition due to any event beyond its control (cancellation of the event, modification of the programme or any other event related to natural disasters, cases of force majeure, and more particularly in the event of war, general strike, social unrest, attacks, public calamities, natural disasters and fires).

The Organiser may not be held liable in the event that one or more candidates are unable to take part in the competition or suffer any prejudice whatsoever due to malfunctions and/or disruptions that could affect the smooth running of the competition. Concerning the use of the competition website, each candidate is informed of the risks inherent to the Internet network and in particular access performance, risks of interruption and computer viruses.

ARTICLE 11 – MODIFICATIONS

The Organiser reserves the right to make changes to the rules at any time, without prior notice or obligation to give reasons and without its liability being engaged for this reason alone. Additions and modifications may then be published during the duration of the competition, which may be submitted, if necessary, for acceptance by candidates who have accepted previous versions of the Rules.

In the event of a change of dates, the new dates will be mentioned on the competition website and will be directly enforceable against the candidates.

ARTICLE 12 – NOMINATIVE DATA

In accordance with the law n° 78-17 of 6 January 1978 relating to information technology and freedom, candidates who have completed the registration form have the right to oppose, access and rectify any data concerning them.

This right can be exercised by sending an e-mail to info@fondationfrancoisschneider.org. The only recipient of the personal data collected is the Organiser, and no resale will be made to commercial partners.

The purpose of the processing of personal data set up is to manage entries and registrations for the competition and to send emails on behalf of the Organiser.

The Organiser is also authorised to use and communicate the identity of the Finalists.

ARTICLE 13 – JURISDICTION AND APPLICABLE LAW

These rules are governed by French law, except for the application of rules of public order. Any dispute arising from the formation, interpretation or execution of these rules is subject to the exclusive jurisdiction of the Courts of the Organiser's registered office.

ARTICLE 14 – CONSULTATION OF THE REGULATIONS

These regulations are available in full on the Foundation's website www.fondationfrancoisschneider.org and can be sent free of charge on request by e-mail to info@fondationfrancoisschneider.org or by post to the following address:

27 rue de la Première Armée – 68700 WATTWILLER - FRANCE

ARTICLE 15 – CONVENTION OF PROOF

It is agreed that, except in the case of manifest error, the Organiser may avail itself, in particular for the purposes of proof of any act, fact or omission, of programmes, data, files, recordings, operations and other elements (such as monitoring reports or other statements) of a nature or in a computer or electronic format or medium, established, received or kept directly indirectly by the Organiser, in particular in its information systems and audiovisual recordings.

Candidates undertake not to contest the admissibility, validity or probative value of the aforementioned elements of a nature or in computer, audiovisual or electronic format or support, on the basis of any legal provision whatsoever which would specify that certain documents must be written or signed by the parties to constitute proof.

Thus, the elements considered constitute evidence and, if they are produced as evidence by the Organiser in any litigation or other proceedings, they will be admissible, valid and opposable between the parties in the same manner, under the same conditions and with the same probative force as any document that would be drawn up, received or kept in writing.

INFORMATIONS AND CONTACT

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