

Operation Regulations for the Artist Residency TEMI

Enacted on March 25, 2014 (Regulation No. 51)

Partially amended on March 21, 2016 (Regulation No. 86)

III. Resident artist's residency and use of TEMI's facilities, etc.

12. Moving procedure: Resident artist chosen by the selection committee should sign a residency contract before using the residency facilities and move to TEMI within the moving period set by TEMI.
13. Duty to use space: ① Resident artist should use his/her private studio at least three times per week. However, if the use of the studio is impossible due to special circumstances such as overseas visits or exhibitions, he/she should notify TEMI of these reasons and obtain the institute's approval at least 10 days in advance.
② The president may decide to have a resident artist leave the residency through an evaluation in the case he/she does not fulfill the duty stated in the above paragraph 1.
14. Coverage of expenses: ① Resident artist shall not cover the expenses related to the use of TEMI's facilities and participation in its programs. Nevertheless, if required for the operation of TEMI, the president can make him/her cover some actual expenses.
② Expenses incurred in relation to moving in and out of TEMI shall be covered by the resident artist.
③ Expenses incurred in relation to modification or alteration of the interior facilities of the personal studios made after obtaining TEMI's approval

shall be covered by the resident artist. The artist shall restore the studio to its original condition upon leaving the residency.

15. Open studios: If deemed necessary for TEMI's publicity among its visitors, etc., TEMI may open up the resident artist's studio to the public upon his/her prior consent.
16. Use of exhibition halls: ① Resident artist who wants to use the exhibition hall may submit the application and use the hall after the screening and approval by TEMI. <Amended on March 21, 2016>
② Resident artist who uses the exhibition hall should take all responsibility regarding the exhibits and items related to the event, and take all safety measures including buying insurance for accidents such as theft of exhibits and fire. <Amended on March 21, 2016>
17. Compliance: Resident artist should comply with the following conditions.
 1. He/she shall observe TEMI's operation regulations.
 2. He/she shall not use TEMI's facilities for purposes other than its establishment goals.
 3. He/she shall not have any other person use, live in or stay at his/her private studio without the approval of the residency.
 4. He/she shall bear responsibility for any problems or damages incurred by his/her visitors.
 5. He/she shall not keep pet animals in TEMI.
 6. He/she shall not arbitrarily modify or alter the facilities without TEMI's approval.
 7. He/she shall not damage any facilities, equipment, materials, etc. in the residency, and shall restore them to their original conditions or make appropriate reparations in the case such a damage occurs. <Amended on March 21, 2016>
 8. He/she shall not use cooling or heating appliances, electric radiators, etc. other than those installed or provided by the residency. In case

the use of additional appliances is inevitable, he/she shall notify TEMI and obtain approval in advance.

9. He/she shall actively practice energy conservation.

10. He/she shall actively support and cooperate for programs carried out by the residency.

11. He/she shall use designated space for his/her creative activities. In the case he/she needs to use another space, he/she shall make prior consultation with TEMI. <Amended on March 21, 2016>

12. He/she shall voluntarily develop and implement all measures for the prevention of various accidents including theft. <Amended on March 21, 2016>

18. Use of records and materials: ① TEMI may record the resident artist's creative activities and their outcomes in images, videos, etc. during the residency period.

② Resident artist should submit a report on the results of his/her activities made during the residency within the period requested by TEMI before leaving.

③ Materials produced in relation to paragraphs 1 and 2 in the above may be used for promotional purposes such as production of publicity materials, publication on the website and press release. <Amended on March 21, 2016>

④ When the outcomes of creative activities produced using TEMI's creation grants are used for the resident artist's personal catalogs or publicity materials, he/she should acknowledge TEMI's support by specifying the following.
<Amended on March 21, 2016>

1. TEMI's logo

2. Written phrase of 'The work was created using the creation grants of the Artist Residency TEMI.'

19. Departure: ① Resident artist should leave his/her studio by the date of termination of the residency contract.

- ② When a resident artist wants to terminate the contract and leave his/her studio before the termination of the residency period, he/she may report to TEMI and leave.
- ③ When a resident artist violates or fails to carry out the stipulations in the contract, or when his/her activities are deemed not to correspond with TEMI's operation goals, the president may revoke the contract and order him/her to leave.
- ④ The order for departure in paragraph 3 shall be made at least 10 days before the date of departure. If the artist refuses to leave, the president may force his/her eviction.
- ⑤ The resident artist who was ordered to leave the residency as noted in paragraphs 2 and 3 cannot use the residency experience at TEMI as part of his/her career.

20. Revocation of contract: ① When a resident artist corresponds to any of the following descriptions, his/her contract may be revoked.
- 1. When he/she violates the stipulations in the contract or fails to follow TEMI's operation regulations
 - 2. When his/her activities are deemed not to correspond to TEMI's operation goals
 - 3. When it is impossible to use TEMI's space due to force majeure including natural disasters
 - 4. When there are unavoidable circumstances for the city or the foundation
 - 5 When, due to any other reason, it is determined that the revocation of the contract is unavoidable <Amended on March 21, 2016>
- ② When the contract is revoked according to the above paragraph 1, TEMI shall not bear responsibility for indemnities and compensations for the resulting damage, and the resident artist shall not raise any objections.
21. Obligation for compensation: ① When a resident artist causes damage to or loses any facilities, equipment, materials, etc. at TEMI, he/she shall

restore them to their original condition or make appropriate compensations. <Amended on March 21, 2016>

② Resident artist shall strictly limit the usage of electric radiators, etc., and bear all civil and criminal responsibilities if fire breaks out in relation to such usage.

③ Resident artist shall pay full attention to the safety of the participants when using TEMI's facilities, and shall take all civil and criminal responsibility for any accidents incurred in relation to their usage during the residency period. Concerning the limitation of liabilities, however, the resident artist and TEMI shall consult and decide on the details together.

④ The foundation shall not be obliged to buy insurance for individual accidents of the resident artist, damage to exhibited works, etc., and all these measures should be voluntarily arranged and handled by the resident artist. <Amended on March 21, 2016>