

## Notice and Regulations of the Contest

### Prize “Tomorrows UniCredit residency and production award”

#### Art. 1. DESCRIPTION

1. The Associazione Culturale Urbs Picta (“**Urbs Picta**”) organizes, promotes and manages the creative contest to award the prize named “*Tomorrows UniCredit residency and production award*” (hereinafter, the “**Prize**”), supported by UniCredit S.p.A. (“**UniCredit**”), which consists of a contribution to the achievement of an artistic residency in Italy or abroad or a creative space that allows the winning artist and/or collective of artists (hereinafter, the “**Winner**”) the opportunity to come into contact with different cultural, artistic and scientific experiences, with the aim of developing the research project that will be the winner at the end of the contest (hereinafter, for the sake of brevity, the “**Project**”) focused on biodiversity and urban regeneration with the production of a work (or cycle of works) as final output (“**Work**”).
2. The Winner agrees to transfer to **UniCredit** the rights to use the Project and the Work (see art. 9.3) (hereinafter referred to as the “**Patrimonial Rights**”), and this under the terms and conditions set forth in the present notice and regulations (hereinafter referred to as the “**Notice and Regulations**”).
3. The secretariat of the contest is managed by Urbs Picta at its offices in vicolo Madonnina 8 - 37129 Verona. Urbs Picta shall coordinate the procedural process and the various phases of organisation of the contest, including the collection and admissibility of candidatures, collection and verification of materials, and instruction of the practices of the Jury (hereinafter the “**Jury**”), as envisaged by these Notice and Regulations. The Secretariat may avail itself of the support of VeronaFiere S.p.A. (“Veronafiere”) in the performance of its duties and functions for communications and promotion activities. The contest will be held with the collaboration of Fondazione Cariverona (hereinafter, “Fondazione”) and the University of Verona (hereinafter, “University”).

#### Art. 2. PARTICIPATION REQUIREMENTS

1. The contest is open to artists or groups of artists represented by the galleries participating in the 2023 edition of ArtVerona, whether or not their works are exhibited at the 2023 edition of ArtVerona.
2. Each artist or group of artists may participate only once in the competition, individually or as a collective.
3. Participation in the contest is free of charge. Applications may be submitted directly by the artist(s) or by the gallery representing them.

#### Art. 3. OBJECT

1. To participate in the contest, it is required to present project proposals on topics related to current environmental, economic, and social issues, including but not limited to the short and long-term effects of climate change on territories and populations, biodiversity and urban regeneration, the protection of other species and their habitat, self-sufficient communities, urban agriculture, land redevelopment, clean energy or innovative recycling processes. The proposal should analyse creative and unconventional solutions to these issues and promote experimentation between art and science through collaboration with scientists, anthropologists, or experts in ecology and sustainability.
2. The artists or a collective of artists are invited to submit a project proposal to be developed in a transdisciplinary sense and in collaboration with scientists and/or anthropologists and/or experts in ecology and sustainability and/or others to encourage experimentation in the artistic and scientific fields and envisage the identification by the artists of one or more residency partners in Italy and abroad.
3. The final Work must be realised no later than 13 September 2024 and will become the property of UniCredit, becoming part of the UniCredit Art Collection pursuant to art. 8 below.

#### **Art. 4. PRIZE AND PAYMENT METHODS**

1. The Prize consists of an all-inclusive lump sum contribution gross of taxes of €20,000.00 to be invested in a period of research that includes a residency in Italy or abroad at an institution/body/research centre (chosen by the artist and declared during the application phase of this Notice and Regulations) to develop the Project aimed at the production of the Work to be presented in the autumn of 2024, on the occasion of the new edition of ArtVerona.
2. UniCredit shall pay the established contribution of €20,000.00 (Euro twenty thousand/00) before tax to the winner of the Prize in two instalments:
  - The first instalment equal to 50% of the contribution will be disbursed 30 days from the date of publication of the winning Project on the dedicated page of the website. The winning Project will be published on the website [www.tomorrowproject.org](http://www.tomorrowproject.org) in the "Award/Award" section on 30 January 2024.
  - The second instalment equal to 50% of the grant shall be paid by 31 July 2024 against an interim descriptive report on the activities carried out and/or to be carried out in addition to the presentation of the Project to be implemented.
1. By accepting the Prize, the Winner expressly waives the right to receive any remuneration, consideration, compensation and reimbursement of expenses, declaring themselves to be fully satisfied with the receipt of the aforesaid contribution, without having anything else to claim.

#### **Art. 5. JURY**

The Jury (as per ALL 1) is composed of members selected from artists, curators, art directors, experts and scholars of international renown. The Jury members, selected on the basis of their specific expertise, will represent all the main fields of interest related to the themes of sustainability and art. Serving as a member of the Jury is free of charge and implies acceptance of the present Notice and Regulations.

#### **Art. 6. TERMS AND MODALITIES OF PARTICIPATION**

1. The candidature may be submitted from 13 October 2023 to 31 December 2023 using the application form (see ALL 2) made available online on the dedicated web page [www.tomorrowproject.org](http://www.tomorrowproject.org) in the "Prize/Award" section, which must be sent, duly completed, to the Jury Secretariat by email to: [opencall@urbspicta.org](mailto:opencall@urbspicta.org)
2. The form must be completed in all its parts including the attachments. All documents must be submitted in pdf format. The total size of the attachments must not exceed 20 MB.
3. Applications with partial data, sent after the deadline, sent through channels other than those indicated cannot be considered. You may not modify the application form or any other information once it has been sent.
4. Each applicant guarantees that he/she has full ownership of the submitted Project and that from the moment of submission he/she will not enter into any commitment (by way of agreement or otherwise) that would restrict the full implementation of the Project.
5. Upon receipt of the application, a confirmation of receipt will be sent by e-mail, without which the application will be considered invalid.
6. Applications completed in any other manner than as indicated will not be considered valid. Applications received incomplete in any part or lacking any of the required elements or data will not be admitted.
7. Urbs Picta has the right to exclude from participation in the contest, at any time, any participant who has submitted a work that is not considered consistent with the objectives set out in these Notice and Regulations.
8. Each gallery may submit from one to three of its own artists or groups of artists, by completing a form for each candidate which must be signed by both the gallery and the artist. The gallery, by submitting the application of one or more artists to the contest, undertakes to provide support to the candidates during the realisation of the Project in the event that the submitted Project is the winner.
9. Urbs Picta will process the candidates' data as Autonomous Data Controller for the purposes strictly related to the organisation of the Award. Personal Data will be processed in compliance with the GDPR and applicable legislation.

UniCredit will process, as Autonomous Data Controller, only the personal data of the Winner and only for purposes strictly related to the initiative referred to in this Notice and Regulations, pursuant to and in accordance with EU Regulation 2016/679 and the privacy regulations applicable at the time.

10. The gallery also undertakes to provide the candidates with Urbs Picta's information on the processing of personal data, pursuant to Article 14 of the EU Regulation 2016/679, included in the application form. In the event that several galleries submit the same artist or group of artists, only the first application received in chronological order will be accepted.

#### **Art. 7. EVALUATION CRITERIA**

1. With the support of Urbs Picta, the Jury will be able to come up with an initial shortlist of finalists and thus collect, if necessary, further material or information on the finalist artist(s) also through their galleries, if any. The choice of the Winner is made on the basis of an explicit unanimous vote of the Jury members. If unanimity is not reached, the Jury proceeds to a second round of voting; if, even in the second case, unanimity is not reached, the Prize will be awarded according to the majority principle.
2. Subsequently, Urbs Picta shall draw up the minutes of the awarding of the Prize, signed by the President and the person in charge of the Jury Secretariat, bearing the name of the Winner as well as the motivation for the awarding of the Prize. The decision of the Jury is final.
3. The winning Project of the Prize will be communicated by the secretariat by e-mail to the Winner or to the gallery representing him/her exclusively through the address indicated during registration.
4. The winning Project will also be published on the web platform [www.tomorrowproject.org](http://www.tomorrowproject.org) in the "Prize/Award" section on 30 January 2024.

#### **Art. 8. ACCEPTANCE**

1. Without prejudice to the further conditions set out in the following paragraph of this Article, the Winner must formally accept or renounce the Prize within and no later than 15 days from the date of receipt of the notification of victory by e-mail; in the event of renouncement of the Prize, the Jury will select a second Winner.
2. The Jury reserves the right, in the event of renouncement of the Winner or in the event that there are no artists considered deserving, not to award the Prize.
3. The failure of the Winner and UniCredit to reach an agreement on the realisation of the work referred to in the following articles shall also be considered as renunciation of the Prize.
4. Furthermore, the Winner of the Prize undertakes as of now to:
  - a. meet with Urbs Picta staff and a UniCredit representative by 29 February 2024 to plan the realisation of the Work;
  - b. to draw up the detailed schedule defined in the aforesaid meeting and set out in the Project submitted and selected at least three months before the date of realisation of the work, in order to obtain the prior approval of Urbs Picta and UniCredit. The Work shall be realised by 13 September 2024.
  - c. realise the Work on the basis of the Project and/or the different characteristics and timelines to be agreed with UniCredit;
  - d. in the event of failure to realise the Work, return any sum received under Art. 4, without prejudice to further damages resulting from the failure to realise the Work;
  - e. take care of every operation suitable for the realisation of the work, bearing all its costs in compliance with the safety regulations in force including safety and security;
  - f. provide every technical detail for the transport and setting up of the work. The artist assumes all responsibility for the accuracy of this information and agrees to cover any additional costs incurred if this information is incorrect and/or untrue;
  - g. provide a certificate of authenticity for the work and other necessary documentation;
  - h. to assign the Property Rights in the Work and the Project (collectively, the "**Project Result**") to UniCredit under the terms set forth in Article 9 below;

- i. fulfil all obligations under copyright law (e.g. by way of example but not limited to fulfilling all obligations towards the SIAE, where applicable);
- j. participate, free of charge, in at least three of the meetings organised within the framework of the Project and in the inauguration event of the work, the details of which will be agreed between UniCredit and the Winner at a later stage.

## **Art. 9. DECLARATIONS, GUARANTEES AND OBLIGATIONS OF CONTEST PARTICIPANTS AND THE WINNER**

1. Each contestant declares and warrants that the project to be submitted for participation in the contest does not contain any material that infringes the rights, positions or claims of third parties, whether proprietary or personal (with reference to Law No. 633 of 1941 and other applicable laws or regulations).
1. Furthermore, each contestant acknowledges, guarantees and accepts:
  - to present an original and new project;
  - that the project will not present content that is offensive and/or detrimental to the dignity of any person and that it will not violate the applicable legislation in force from time to time;
  - to be responsible for the content of their project and any work, information, material contained therein;
  - not to use the proposed project in the context of other initiatives and/or contests until 31 October 2024;
  - that there are no constraints and/or third party rights provided by law on the project and/or any of its contents, such as administrative and/or contractual constraints of any kind;
  - to have obtained all consents, releases and authorisations for the realisation of the project and for its submission to this contest within the terms set out in these Notice and Regulations.
1. Notwithstanding the above guarantees and declarations, the Winner acknowledges and accepts that the Result of the Project may be used, published or divulged by any means by UniCredit, which acquires the ownership and all rights of patrimonial exploitation to be exercised in any form and manner, including public diffusion and any other form of use. In particular, the Winner of the contest transfers to UniCredit, which accepts and acquires, without limitation of time, territory and/or method of use, the Patrimonial Rights in any way existing on the Result of the Project, with the exception of the rights that cannot be alienated ex lege, and thus in particular:
  - a. to the extent necessary for the exercise of the Patrimonial Rights, the right to reproduce, tangible and/or intangible, including digitisation, directly or indirectly, in whole or in part, in any manner and/or form, including photographic and/or audiovisual;
  - b. right to display, and to the extent necessary for the exercise of the Patrimonial Rights, the right to lend and/or make available in public places and/or open to the public;
  - c. right of communication to the public, also for the purposes of institutional and promotional communication of UniCredit and promotion of the Prize and of the Result of the Project, also through the use of one of the means of remote diffusion (such as, for example, social networks, digital platforms and television) and of making it available online and/or in any case telematically to the public in such a way that each person may have access to it from the place and at the time individually chosen.

2. The rights referred to in the present article are independent of each other and the exercise of one of them is not considered as a waiver of the exercise of the others. UniCredit has the right, but not the obligation, to exercise each of the rights, it being understood that the failure to exercise all or part of the aforementioned rights cannot constitute a reason for damage or prejudice for the Winner.

In the event that, during the realisation of the work, material is used (e.g. music, video, sets, etc.) whose intellectual property belongs to third parties other than the Winner, the latter must first present authorisation for the use of said material from the owners of the intellectual property. Any costs related to the use of the said material shall be borne by the artist. In the event of non-completion or incomplete realisation of the activities referred to in art. 8 by the Winner, the latter must return, in whole or in part, the contribution referred to in art. 4, in proportion to the activity actually carried out.

#### **Art. 10. FINAL CLAUSES**

These Rules and Regulations are issued by Urbs Picta. Urbs Picta reserves the right to modify these Notice and Regulations at any time by notifying the participants at the e-mail address indicated during registration; in this case each participant shall have the right to withdraw from the contest by notifying the secretariat of Urbs Picta within 20 (twenty) days of said notification.

#### **Art. 11. APPLICABLE LAW AND COMPETENT COURT**

This Notice and Regulations shall be governed by Italian law. Should any disputes arise in relation to the interpretation or execution of these Rules and Regulations, the dispute shall be submitted exclusively to the Court of Milan.

#### **ART. 12 - INFORMATION AND CLARIFICATION**

For further information and clarifications, please write to the email address: [opencall@urbspicta.org](mailto:opencall@urbspicta.org)

The following documents form a substantial and integral part of these Rules and Regulations:

- All. 1 - List of jurors
- All. 2 - Application form