

January 4, 1979

Ms. Steina Vasulka
257 Franklin Street
Buffalo, New York 14202

Dear Ms. Vasulka:

The following will constitute the agreement between you and the Television Laboratory of the Educational Broadcasting Corporation ("EBC") as follows:

1. You will serve as Artist-in-Residence at EBC for the period January 1, 1979 to August 31, 1979. You agree to create an original video work utilizing the facilities of the Television Laboratory and will do so in consultation with the Associate Director of the Television Laboratory. The work will be a documentary-like videotape about computer-generated imagery and will be 30 minutes in length.
2. The New York State Council on the Arts grant for your work is \$ 10,000.00. From this grant, you will receive \$ 8,000.00 as follows:
 - a) \$3,000 upon mutual execution hereof
 - b) \$2,000 on or about March 1, 1979
 - c) \$2,000 on or about April 1, 1979
 - d) \$1,000 on or about May 1, 1979

The agreed upon remaining sum of \$ 2,000.00 will be held by EBC for additional production and/or post-production expenses. You agree to keep detailed records of all expenditures made by you in connection with this agreement for submission to EBC upon request.

3. All right, title and interest in the video work created hereunder will belong solely and exclusively to you as Artist for your use throughout the world in perpetuity. Similarly, materials, ideas, or other creative and literary property furnished by you hereunder will belong to you. You hereby grant to EBC the exclusive right to distribute the video work for unrestricted broadcasting purposes (including but not limited to broadcast over public television stations and over television and radio stations on a nonsponsored basis) in the United States, its territories and possessions, for a period of five years from the date of initial broadcast of the video work. In the event the video work has not been broadcast within eighteen (18) months following delivery of the completed video work to EBC, the broadcast rights granted above shall immediately revert to you. Notwithstanding the above, EBC will have, in perpetuity, the right to present your video work in whole or in part for noncommercial exhibition purposes at public television conferences, seminars and workshops, or for other broadcast industry promotional or institutional purposes. EBC shall also have the right upon request from the New York State Council on

the Arts to make videotapes of your work available to nonprofit cultural or educational organizations or systems, including but not limited to libraries, schools and public television stations within the State of New York. Payment to EBC for this type of distribution shall be limited to tape and transfer costs. In addition, you hereby grant EBC and its assigns the exclusive right to sell, rent, or lease the video work to foreign television stations. EBC's International Department will inform you of all sales and EBC and you will share equally in the net proceeds derived by EBC from the sale, rental, or lease of foreign television rights.

4. EBC may use and authorize others to use your name, likeness and biographical material about you for publicity and institutional promotional purposes hereunder.
5. At the conclusion of the five-year or eighteen-month term provided for in Paragraph 3 above, EBC shall return the master tape to you. While EBC will make every good faith effort to preserve your work, EBC cannot be held responsible for loss of master video tapes. You hereby grant EBC the right to retain a 2" duplicate master for archival purposes.
6. You warrant that you are fully ready, willing and able to perform services hereunder and are free to enter into this agreement. You further warrant that all material conceived or furnished by you hereunder will be either your own creation or fully cleared by you for EBC's use hereunder and that such material will not violate or infringe upon any rights of any nature whatsoever of any person, firm or corporation. You will indemnify and hold EBC harmless from and against any and all claims, damages, liabilities, costs and expenses arising out of breach of the foregoing warranty.
7. This agreement is made under the laws of the State of New York, contains the entire agreement relating to the subject matter hereof, and cannot be orally waived or altered in whole or in part.

Please indicate your acceptance and agreement below.

Very truly yours,

EDUCATIONAL BROADCASTING CORPORATION

By: *ASB* *B. J. Kunka*

ACCEPTED AND AGREED:

Steinman Kunka

097-42-3891

Social Security Number