



## ***Acquisitions Protocol Agreement***

Acquisitions made by the Colas Foundation are governed by **two principles: commissioning**, and the imposed subject of **the road**. The impact of both these principles places restrictions on artists.

**Other mandatory conditions**, in terms of the **type and dimensions** of the **support** and the **medium used**, must also be respected by **selected artists**.

### **Clause 1 - The principle of the commission**

As a general rule, Colas Foundation acquisitions are based on the principle of commissioned works.

Consequently, works acquired by the Foundation from the artists it has selected must of necessity be unique and original works, conceived and produced specifically for the Foundation.

### **Clause 2 – Mandatory subject: the road**

The works commissioned by the Foundation from the artists it has selected must of necessity have **the road** as their theme.

The theme is to be understood in its broadest and most diverse sense. A **symbol of freedom** and communication, an infrastructure that enables economic and cultural development, human adventure, a trail of history or a reflection of the future, a line traced across the landscapes of the globe, the road can be the object of – and subject to – many different interpretations.

Artists are asked to paint “**The Road**”.

### **Clause 3 – Support: canvas only**

Commissioned works must be carried out on solely on canvas.

Any work carried out on any other type of support will be refused.

### **Clause 4 – Medium: oil paint**

Works must be carried out in oil paints, unless special permission for the use of acrylic paints is asked for and granted.

### **Clause 5 – Dimensions of works**

Works carried out by the artists selected by the Foundation must be between 116 cm x 89 cm and 150 cm x 150 cm in size.

Should an artist wish to supply a work of different dimensions, permission must first be granted by the Foundation.

### **Clause 6 – Assignment of rights**

The current contract includes assignment of physical ownership of the work commissioned, and assignment of rights to the work, including that of reproduction and representation, according to the stipulations below.

The rights assigned allow the Colas Foundation to:

- reproduce and authorize the reproduction of the work in an original or photographic form for all media, including digital and on the Internet, through all means currently known or unknown, that aim to conserve the work and bring it to the attention of the public;
- represent the work or have it represented by any process, including public telecasting, presentation or projection, poster displays exhibited in public or private places, on film or by magnetic or digital recording, multimedia discs, Internet sites and specifically the online art gallery site of the Colas Foundation.

This reproduction and/or representation may involve the work on its own or taken jointly with other works.

The assigned rights include the right to present the work with titles, caption and presentation texts, in any language or languages, these forms of presentation to concern either the work individually or as a component of an ensemble. The assigned rights are chiefly for use in the corporate communications of the Colas Foundation, the Colas company and Colas Group projects.

Any commercial use of the assigned rights in the context of a national advertising campaign for processes or technical products will be submitted for prior approval to the artist.

This assignment of copyright is valid worldwide and will be effective for the entire duration of the existence of the artist's copyright as stipulated by legislation currently in force.

Remuneration of this assignment of copyright is included in the price paid by the Colas Foundation for the acquisition of the physical work in question.

The artist agrees to cooperate with the Colas Foundation to uphold the current transfer of copyright as necessary, registering it with the relevant authorities in order to facilitate the upholding of ownership of the work and the copyright, specifically through signing all documents required to carry this out.

***In the event of failure to uphold one or all the conditions set out above, the Colas Foundation reserves the right to refuse delivery of the work, in which case the order is considered cancelled.***