

RUBIN MUSEUM OF ART CONSULTING AGREEMENT

This Consulting Agreement, effective November 23, 2011 is entered into by **Mundoss (aka David Porras)**, with principal offices located at 85 Hanson Place, Brooklyn, NY (“Consultant”) and **Rubin Museum of Art (RMA)**, a not for profit trust, 150 West 17th Street, New York, New York 10011 (“Agreement”).

A. TERM

1. This Agreement shall be effective for a period of one month unless earlier terminated by either party.
2. Either party may terminate this Agreement without cause by giving the other party ten (10) days written notice in accordance with the notice provisions of this Agreement.
3. Either party may terminate this Agreement immediately for cause if the other party breaches a material provision of the Agreement, by giving the breaching party written notice in accordance with the notice provisions of this Agreement.

B. OBLIGATIONS OF CONSULTANT

1. Within the term of this Agreement, based upon information provided to Consultant and upon Consultant’s expertise, Consultant shall, to the satisfaction of RMA, perform the following services:
 - a. Produce, Shoot, and Edit two (2) digital videos for the Access @ the Rubin Museum web-series. One of these videos will be an Overview/Introduction video, and the other will be a more in-depth exploration of an item from our permanent collection.
 - i. Both videos will have subtitles, as well as voice-over narration.
 - ii. Mundoss will be responsible for graphics and subtitling/open captions
 - iii. Upon request, RMA will provide b-roll footage of the museum to the best of our availability.
 - iv. Deliverables will consist of: all raw footage (on an RMA provided hard drive), a 4-5 min Overview video, a 3min Artwork video, both will be compressed and ready for web – as per RMA instructions.
2. Consultant shall devote no more than two days on-site for production, and then as many days as needed to edit the materials in order to meet the satisfaction of RMA.

C. COMPENSATION TO CONSULTANT

1. RMA shall pay Consultant \$4,237.25 upon delivery of final video materials during the term of this Agreement. Mundoss will submit all additional charges to RMA in writing in advance of incurring charges.

2. RMA shall reimburse Consultant for actual, documented, and reasonable travel expenses associated with Consultant's work under this Agreement. Reasonable travel expenses do not include the cost of transportation to and from RMA's offices. An expense in excess of \$50 shall require prior approval by RMA in order to be payable hereunder. An expense in excess of \$100 shall require prior written approval by RMA in order to be payable hereunder. All expenses must be itemized.

3. No compensation or reimbursement shall be made hereunder until Consultant submits an invoice, and all required documentation in support thereof. Invoices shall be submitted once a month for amounts earned during the preceding month.

D. **CONFIDENTIALITY AND OWNERSHIP OF INFORMATION AND WORK PRODUCT**

1. RMA shall provide Consultant with access to information for the purposes described in section B of this Agreement. All information provided by RMA to Consultant (including without limitation any membership, sponsors, or contacts lists) is the exclusive property of RMA, and is confidential except to the extent that it is in the public domain. Consultant shall use such information for the purposes set forth herein and shall not share the information with any third party without RMA's consent, except as necessary to perform Consultant's services. At termination of this Agreement, Consultant shall promptly return all such information to RMA.

2. Any work product developed by Consultant within the scope of performing the services set forth herein, including without limitation any contacts lists, constitutes RMA work product, is the exclusive property of RMA, and shall be treated in accordance with paragraph 1 of this Section D.

E. **INDEPENDENT CONTRACTOR**

Consultant is an independent contractor and shall not be deemed to be an employee of RMA. Consultant shall be responsible for all taxes on any sums paid to him by RMA, including, but not limited to, social security and other taxes. Consultant does not have any authority to enter into any contract on behalf of RMA or otherwise to obligate RMA in any way.

F. **DISPUTE RESOLUTION**

1. If a dispute arises between the parties to this Agreement, the parties shall attempt to resolve it in good faith, without resort to litigation or arbitration.

2. Any unresolved dispute that arises under this Agreement shall be submitted to binding arbitration before the American Arbitration Association (“AAA”) in accordance with the AAA’s then current Commercial Arbitration Rules. All hearings shall be held in the city in which the respondent is domiciled. The decision or award of the Arbitrator shall be final and binding and judgment thereon may be entered in any state or federal court within the State of New York. It is understood that: (i) the Arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement; and (ii) requests for arbitration must be submitted to the other party and to AAA in writing within (60) days of the date the facts giving rise to the grievance occurred or could reasonably have been discovered.

G. **NOTICE**

Any notice required to be given pursuant to this Agreement shall be in writing and delivered by hand, by certified mail, return receipt requested, or by facsimile transmission, confirmed by overnight delivery, to the signatory of the party being notified, at the address of the signatory set forth below.

H. **GOVERNING LAW AND VENUE**

This Agreement shall be governed by New York State law and any action arising hereunder shall be brought and tried in a court of competent jurisdiction in the State and County of New York.

I. **ENTIRETY AND SEVERABILITY**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall supersede, as of its effective date, any previous agreements or understandings, written or oral, between the parties hereto, shall not be changed, amended, or assigned except in writing, signed by both parties hereto. If any term or provision of this Agreement shall to any extent be held by an arbitrator or court of proper jurisdiction to be invalid or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. The invalid or unenforceable provisions shall, to the extent permitted by law, be deemed amended and given such interpretation as to achieve the intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement below.

RUBIN MUSEUM OF ART

150 West 17th Street
New York, NY 10011

By: _____
Date

David Porras DBA Mundoss Consulting
85 Hanson Place #1
Brooklyn, NY 11217



By: _____ 1/4/2012
David Porras, Founder
SS or TIN# __281-84-1006