

PUBLICATION CONTRACT TEMPLATE BETWEEN ARTISTS AND CENTRES, ART SPACES, PUBLIC GALLERIES OR MUSEUMS

In [place], on [day] [month] [year]

PARTIES:

On the one hand,

[Personal details of the signatory] as [position], on behalf of [name of the entity/space/centre/institution], whose registered office is at [address] and with tax identification number [Identification number] or passport for natural persons [Identification number] valid until [date], telephone [telephone number], email [email address]; (“[CENTRE NAME]”);

And on the other hand,

[Name and surnames], of legal age, [nationality] nationality, resident at [address], whose tax identification or passport number is [identification number], valid until [date], telephone [telephone number] and email [email address]; (the “ARTIST”).

Each party acknowledges the capacity and legitimate interest of the other to enter into and be bound by this contract

STATE:

1. [Name of institution of which the centre forms part] is the owner of [NAME OF CENTRE] which has a programme dedicated to contemporary artistic creation. Within this programme, there are a series of exhibitions, artist residencies and a variety of activities, among which consideration is being given to artistic publications.
2. [NAME OF CENTRE] envisages publishing a work in [paper/digital/web/e-book...] format.
3. [NAME OF CENTRE] has established contact with the ARTIST with a view to the production of a [name of publication] publication (the “PUBLICATION”) and the ARTIST by entering into this contract accepts the proposal of [NAME OF CENTRE] for the publication of the [work/project/document(s)] in [paper/digital/web ...] format and grants the rights necessary for publication on the terms of this contract.
4. [NAME OF CENTRE] is interested in publishing the [work/project/document(s)] of the ARTIST called [Name of work/project/document(s)] [more works/projects can be added if needed]
5. Both parties wish to reach an agreement and propose to formalise and give legal effect to their common understanding by means of the following:

AGREEMENTS:

I. Purpose of the contract

By means of this contract, the ARTIST accepts the publication by [NAME OF CENTRE] of [work/project/document(s)] in [paper/digital/web/e-book ...] format for public dissemination.

To facilitate the publication and dissemination described, the ARTIST grants to [NAME OF CENTRE] for the period of validity of this contract such licences of the intellectual property rights of the ARTIST as are necessary for reproduction, printing or dissemination [work/project/document(s)] without any limitation.

II. Obligations of [CENTRE NAME]

[Below are some specific examples that can be used, extended or reduced according to the publication and its purposes]

1. To bear the costs described in Clause IV up to the limit of the budget set for the publication, including the artist's fees, expenses/per diems and travel expenses, and production costs, if included, all in accordance with the schedule of payments set out in Clause IV of this agreement.
2. To determine the purposes, character, conditions, style and format which apply to the production and publication of the book in agreement with the ARTIST.
3. To take responsibility for the process of design, lay-out and editing of the book.
4. To deliver to the ARTIST a copy of the galley proofs of the publication so that the ARTIST may make any corrections.
5. To undertake the formal launch of the publication.
6. To disseminate the publication of the work through its various channels and means of communication.
7. To make the work available to the public at the agreed resale price in its own facilities and through the means of distribution of which it disposes, whether physically or on-line, as well as through any available distribution channels specific to works of an equivalent specialist nature.
8. To respect the artist's moral rights as author of the book, to respect the integrity of the content and to identify the author in the credits of the publication.
9. To deliver to the ARTIST XX [number of copies] copies of the PUBLICATION.

III. Obligations of the ARTIST

[Below are some specific examples that can be used, extended or reduced according to the publication and its purposes]

1. To deliver the content and artistic work that form the basis of the publication.
2. To determine the purposes, character, conditions, style and format which apply to the production and publication of the book in agreement with the Centre's criteria and under the financial conditions determined by the budget in annex [number of annex].
3. To assume responsibility for the finished work.
4. To produce the specified book
5. To take part in the formal launch of the publication.
6. To observe and monitor the design and production quality of the publication.
7. To acknowledge in all events associated with the presentation, publication, dissemination, etc. of the book, that the book has been edited by [NAME OF CENTRE] within the framework of the [Name of project].
8. To include information relating to the project on the ARTIST'S website, including the logos of the publishing house.
9. Availability to provide, in the event that [CENTRE NAME] so requires, the document as proof of being up to date with tax obligations, as well as the fulfilment of the obligations that current law imposes on their workers, in particular, with regard to the Social Security regulations and health and safety regulations in the workplace. Failure to comply with these regulations shall result in the termination of the contract and in no event will [CENTRE NAME] be either jointly or severally liable, as a result of failure to fulfil the aforementioned obligations. For all matters not agreed in this document, the parties shall abide by the provisions of the corresponding employment ordinance and collective agreements.

IV. Editing and consent to publication

The ARTIST authorises [NAME OF CENTRE] to publish the work resulting from this commission subject to the following conditions:

1. The [NAME OF CENTRE] and the ARTIST have chosen and agreed to the characteristics of the PUBLICATION attached at Annex [number of Annex].
2. The [NAME OF CENTRE] and the ARTIST shall agree the parameters of design, format and presentation of the publication in the most convenient way as specified in Annex (number of Annex).
3. [For a work in paper format:] The edition shall be printed in XX copies.
4. The [work/project/document(s)] shall be published under [NAME OF CENTRE]. The [NAME OF CENTRE] shall be responsible for ensuring that the PUBLICATION which contains the [work/project/document(s)] complies with all applicable law or

regulations in relation to publications in the place in which the PUBLICATION is edited and published (for example, obtaining the ISBN or Legal Deposit of the publication).

5. The [NAME OF CENTRE] may make such reproductions, adaptations to the format and any other technical operations as may be reasonably required to carry out the preparation of the work for publication, whether as a book in paper format or in other formats and media (including digital media) as well as the communication and publication of the work via the internet. This right is intended to become operative once the work has been delivered by the ARTIST and accepted.
 6. The [NAME OF CENTRE] may translate the texts into [target languages for translation]. In any event, a translation may not be published in any way without the prior written approval of the ARTIST.
 7. In the PUBLICATION due mention of the ARTIST shall appear under the name that the ARTIST shall have notified to the [NAME OF CENTRE] as well as the title of the [work/project/document(s)] given for publication. In the credits in the publication, and to the extent technically feasible, the following shall appear:
 - a) A statement that the ARTIST has reserved all rights, in the form: ["© Name of the ARTIST, place of publication" or another licence such as, for example, Creative Commons].
 - b) Any other statement in relation to the reservation of rights as may be appropriate.
 - c) Mention of the [NAME OF CENTRE] as the publishing house for the [work/project/document(s)].
 8. [NAME OF CENTRE] shall not be responsible or liable for the content of the [work/project/document(s)] provided for publication by the ARTIST, nor for its distribution outwith the publication which is the subject matter of this contract.
 9. This consent shall be of indefinite duration and valid in every country of the world.
 10. The [NAME OF CENTRE] shall inform the ARTIST of any use of the commissioned publication which differs from what is contemplated by this contract, being liable for the payments arising and stipulated in each case.
 11. The [NAME OF CENTRE] shall keep the ARTIST informed of any planned reprints and uses of the book or its content in or over telecommunications networks, multimedia publications or works or server-based dissemination.
 12. The ARTIST acknowledges the [NAME OF CENTRE]'s right to exploit the publication which derives from its capacity as publisher of the book.
 13. The ARTIST acknowledges that his or her economic rights in terms of copyright or author's rights, derived from the uses that the [NAME OF CENTRE] is authorised by this contract to make of the work, are met by Clause VIII.2 of this contract.
- V. Delivery of the text document(s) and/or images and any other material included in the publication, time for delivery and availability of the publication**

1. If the publication is to be accompanied by text and/or images or any other material incorporated in the [work/project/document(s)] which is or are provided by the ARTIST to the [NAME OF CENTRE] it should be stated on delivery if any such is or are [definitive/non-definitive] content, if any such is or are complete and [corrected/not corrected] and that they are provided in [state format of delivery] format with a view to the eventual publication of the material provided.
2. The texts shall be delivered to the [NAME OF CENTRE] in [language].
3. The texts shall be [X,XXX characters or X,XXX words] long.
4. Images shall be provided to the [NAME OF CENTRE] in name [state name], format [state format] and resolution [state pixels]
5. If the ARTIST shall have contracted a proof-reading service in relation to the text, it is hereby expressly stated that the [NAME OF CENTRE] shall have no responsibility or liability for any errors which may be present.
6. The last day for delivery of material for the publication is [day] [month] [year]. Any extension to the time for delivery of the material will be agreed between the parties.
7. Once the final proof of the publication has been approved by both parties, it may be printed and/or published.
8. The publication containing the [work/project/document(s)] of the ARTIST will be made available to the public on completion of the process of production in [space/shop/platform where it will be available] in such a way that any third party will be able to [download/order/access] the publication.

VI. Characteristics of the making available of the publication to the public and its distribution

1. The PUBLICATION containing the [work/project/document(s)] of the ARTIST shall be made available to the public and distributed through the channels generally used by the [NAME OF CENTRE]. [NAME OF CENTRE] shall have no liability in respect of any distribution of the [work/project/document(s)] that the ARTIST may carry out outside those channels.
2. The PUBLICATION shall be in [language(s) in which it will be published].
3. [In the event that the PUBLICATION is intended for commercial use: given the distribution and making available to the public of the PUBLICATION which contains the [work/project/document(s)] of the ARTIST under the seal of the [NAME OF CENTRE], the PUBLICATION shall be in compliance with all legal requirements [for example, obtaining the ISBN or Legal Deposit of the publication] under applicable law of the place of editing and publication of the PUBLICATION.
4. [If appropriate, [NAME OF CENTRE] shall undertake the obtaining of the ISBN for the WORK].

5. If Legal Deposit of the WORK is necessary it shall be undertaken by [NAME OF CENTRE].

VII. Intellectual property rights and undertakings of the ARTIST

1. The ARTIST declares that the [work/project/document(s)] is an original work of which the ARTIST is the author, that the content does not infringe and is not capable of infringing the rights of any third party. In the event that the [work/project/document(s)] incorporates any third party creation (such as artistic works, photographs, images of any nature, fragments of literary works, or any other document protected by any intellectual property right) the ARTIST undertakes to make sure to have all and any consents or licences from the holders of the relevant rights which may be required for the inclusion of any such creations in the [work/project/document(s)]. In the same circumstances, the ARTIST undertakes to inform [NAME OF CENTRE], if appropriate, of any mention or acknowledgement of third party rights which is required to be included in the PUBLICATION (downloads in any format or printed copies).
2. [In the event that the [work/project/document(s)] shall not have been previously published or disseminated, the ARTIST declares and warrants that it is an unpublished work.
3. [In the event that the [work/project/document(s)] shall have been published and/or disseminated previously by the ARTIST or by any third party in any country or territory, the ARTIST declares and warrants that publication of the [work/project/document(s)] to be undertaken under this contract and licensing of rights to [NAME OF CENTRE] in connection with that publication, does not breach and will not breach, does not compromise and will not compromise any third party right and in this connection, the ARTIST accepts full liability for any claim made against [NAME OF CENTRE] should the ARTIST'S declaration and warranty prove untrue.
4. In any event, the ARTIST declares and warrants that the ARTIST is not a party to any contract in relation to the [work/project/document(s)] and will not enter into any such contract and/or obligations or restrictions which might adversely affect the performance of this contract.
5. The ARTIST declares that the ARTIST is the owner or licensee of all intellectual property rights in the [work/project/document(s)] and over its content and can lawfully transfer or license the same for the publication which is the subject matter of this contract.
6. In a similar vein, the ARTIST declares and warrants that the content of the [work/project/document(s)] does not breach or infringe the fundamental rights of any third party and is not an attack against any right, value, or essential ethical or moral principle and as a result the ARTIST assumes full liability for all the content of the [work/project/document(s)] and shall indemnify and hold harmless [NAME OF CENTRE] against any claim by a third party relating to the [work/project/document(s)], and any matter it may include should the declaration and warranty contained in this Clause prove untrue.
7. The ARTIST grants a copyright licence and/or licence of rights as author to [NAME OF CENTRE] in relation to the [work/project/document(s)] of the scope necessary to

permit its reproduction and its putting at the disposal of the public with the consent of the ARTIST to carry out such transformations as may be necessary to make the [work/project/document(s)] fit for publication in the intended publication.

VIII. Costs and price of the publication, financial reward to the ARTIST and method of payment

1. This publication [will/will not] be cost-free for the ARTIST. [If there are costs, state them].
2. The price of preparation of the PUBLICATION is determined by the budget attached in Annex [number of Annex], of which xxx% is on account of the economic rights of the [NAME OF CENTRE] in function of its exploitation of this publication, as set out in Clause IV of this contract.
3. From the remuneration resulting from the previous Clause, there shall be deducted such amounts as may be required in relation to professional fees under the laws of the jurisdiction applicable to this contract.
4. Any licences or transfers of rights to economic exploitation shall be subject to the formalities required by the laws of the jurisdiction applicable to this contract.
5. [If relevant, the prices of downloads and printing on demand will be set by the [NAME OF CENTRE] as a part of the process of publication. In the case of publication on paper through printing on demand, the price shall be set in light of the need for it to cover, as a minimum, the costs of production of each copy; in the case of e-Books or any other comparable digital format, the price may be freely set].
6. [If there is the option of downloading the publication from the internet, acquiring copies or downloading the publication in digital format/e-Book or obtaining a printed copy, the user will need to access [point of sale or distribution. For example, the centre's web portal] and follow the relevant instructions, paying the prices set and, if appropriate, post and packaging. [NAME OF CENTRE] shall inform the ARTIST of the unit price of the publication, if there is a resale price.
7. There shall be paid to the Artist €[amount] with [VAT included or excluded] in respect of the following:
 - a. Professional fees of the ARTIST which include public presentations and royalties derived from the publication: €X,XXX [taxes included/excluded]
 - b. [If day-to-day expenses are included] Day-to-day expenses. This will be calculated at the rate of €XX/day [taxes included/excluded]
 - c. [If travel is included]: Travel: €X,XXX [taxes included/excluded]

The amounts will be paid in two instalments, [XX]% on commencement and [XX]% on completion. [Any additional terms which may be necessary can be added]

8. The amount of the remuneration of [€X,XXX] [tax inclusive or tax exclusive] shall be paid by bank transfer to the IBAN account of which the ARTIST provides evidence that he/she is the account holder by completing the standard account information form of the contracting authority, if appropriate.

9. [If there is any funding] The funding for the PUBLICATION is provided by [name of project/entity/centre/museum which is financing the competition] which may seek partners or grant funding as additional sources of funding.
10. The artist may take part in sourcing funding to make viable the publication.

IX. Promotion

1. The ARTIST consents to the inclusion of the name of the ARTIST and the name of the [work/project/document(s)] on the website of [NAME OF CENTRE] [in brackets, the website or any other site of [NAME OF CENTRE], as well as in all promotional material that [NAME OF CENTRE] may produce, for the purpose of promoting the different channels of publication that the centre may pursue.
2. The ARTIST authorises [NAME OF CENTRE] to enter into agreements with third parties for all manners of promotion of the book which may give it greater publicity and visibility in both traditional media and in the online environment.

X. Rights of review of [NAME OF CENTRE]

1. [NAME OF CENTRE] may carry out a review of the publication and of its content to verify that the content does not infringe any third party rights nor any fundamental ethical or morals principles.
2. Should [NAME OF CENTRE] establish that the ARTIST'S book and its content infringe third party rights or amount to an attack on any law or fundamental ethical or moral principles, [NAME OF CENTRE] may withdraw the book from all sales channels and from public display.
3. The ARTIST shall not be entitled to any compensation from [NAME OF CENTRE] in respect of such withdrawal.
4. Equally, if [NAME OF CENTRE] should consider that the content of the work is not consistent with the policies of the centre, it reserves the right not to publish the book.

XI. Coordination and monitoring

The overall monitoring of the contract shall be the responsibility of [Name and surnames], [position] of [NAME OF CENTRE] and by the ARTIST, himself/herself.

XII. Licence of image rights

The ARTIST hereby expressly grants to [CENTRE NAME] a licence to use of his/her personal image for purposes of disseminating the publication, and for inclusion in catalogues, advertisements, audiovisual material and in general for any use that [CENTRE NAME] may determine to promote the publication.

The ARTIST warrants that he/she has all necessary consents for the use of personal images of other people that may form part of the work which is the subject matter of this contract. Should any dispute arise in relation to any such consent, it shall be

resolved by the application of the most relevant dispute resolution clause of this contract.

XIII. Notices

Any notice required to be given under or in connection with this contract shall be in writing and addressed to the email addresses that are provided for each of the parties in the descriptions of the parties this contract.

Either party shall give notice to the other of any change of address or email address during the term of this contract.

XIV. Data protection

The ARTIST'S personal data shall be included in the files of [NAME OF CENTRE] for the sole purpose of [state the purpose]. This data will not be communicated to third parties nor be used for any other purpose.

In compliance with the General Data Protection Regulation ((EU) 2016/679), the ARTIST may exercise his/her right of access, modification, deletion and objection by sending an email to [address of the centre/entity/e-mail of the centre/entity], attaching a copy of his/her identity document [DNI, NIE or passport] for purposes of verification of his/her identity.

XV. Force majeure

Neither party shall have any liability to the other in respect of any failure to perform the obligations of the first party which is the result of force majeure or any cause beyond the reasonable control of the non-performing party, including strikes. In the event of such non-performance, the contract shall be terminated and neither party shall be entitled to any compensation from the other in respect of such termination.

Force majeure shall be understood to mean: events such as fire, flood, war, act of vandalism or terrorism, prohibition of public events by a competent authority and, in general, any cause whose consequences cannot be controlled by the affected party.

A party seeking to rely on force majeure shall provide appropriate substantiation to the other party.

XVI. Term of the contract and termination

This contract will come into force at the moment of its acceptance by the ARTIST and shall remain in force for an unlimited period.

Without prejudice to any right to compensation in favour of the ARTIST, the ARTIST may terminate this contract if [NAME OF CENTRE] does not (for reasons or causes within its control) carry out the editing of the PUBLICATION and does not following notice from the ARTIST requesting [NAME OF CENTRE] to remedy that breach within [number of days. We recommend 30] days from the notice of its failure to perform.

Without prejudice to any right to compensation in favour of [NAME OF CENTRE], [NAME OF CENTRE] may terminate this contract without prior notice if the ARTIST does not fulfil all the undertakings and warranties given to [NAME OF CENTRE] in this contract.

As well as for the general causes arising under Law, this contract may be terminated by either party should the other fail to perform any of its obligations hereunder, and if that failure is not remedied within [number of days. We recommend 30] form the date of service of written notice by the other party requiring it to remedy the failure.

XVII. Applicable law and conflict resolution

This contract is entered into under the legal system of the country of origin of the contract which shall regulate any matter not covered in the clauses above. If any dispute or difference of interpretation or application of this contract should arise during its validity, the parties will resolve it by aligning their respective interests. Should they fail so to do, the parties shall accept the jurisdiction of the Courts and Tribunals of the city of origin of the contract and expressly waive any other jurisdiction which might otherwise be available to them.

In witness whereof, the parties sign the present contract in duplicate on the date and at the place stated.

CENTRE:

[NAME OF CENTRE]

[NAME AND SURNAMES OF THE REPRESENTATIVE]

[SIGNATURE]

In [place] on [day] [month] [year]

The ARTIST:

[NAME AND SURNAMES OF THE ARTIST]

[SIGNATURE]

In [place] on [day] [month] [year]