

CONTRACT TEMPLATE FOR PRODUCTION OF A WORK 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]; (“NAME OF CENTRE”);

And on the other hand,

Mr. /Mrs. [name and surnames], adult, of [nationality] nationality, resident at [address], with tax identification, passport [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 and

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 the production of a work.
2. [NAME OF CENTRE] has established contact with the ARTIST with a view to the entering into and carrying out a production support agreement with the artists, and the artist by entering into this contract accepts the proposal of [NAME OF CENTRE] for the production of the work/s [“title of the work/of the works”] in [specify, if appropriate] format and grants the rights necessary under the terms of this contract.
3. 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. The [NAME OF CENTRE] will produce the [work/project] entitled [“title of the work/project] of the ARTIST from [start date] until [end date] for a period of [number of days] days. [If the production is part of a series or a project which includes different results, mention the name of the series and the number of works that will be produced].
- II. The ARTIST undertakes to carry out the production between the dates stated.

III. Give the following information about the [work/project] to be produced:

1. [Description of the work/project to be produced]
2. [General objectives and specific objectives of the proposal]
3. [Phases, work plan and expected results]
4. [Description of the technical conditions of the artistic project]
5. [Material and logistic required and security measures]
6. Plan for exhibition/display of the work/project

IV. Financial conditions

1. [€X,XXX amount] shall be paid to the Artist with [VAT included or excluded] in respect of the following in connection with production:
 - a. Professional fees of the ARTIST which include public presentations and royalties derived from the professional task of producing a work: €X,XXX [taxes included/excluded]
 - b. Materials and logistics of production of the work/the project: €X,XXX [taxes included/excluded]
 - c. [If day-to-day expenses are included] Day-to-day expenses. This will be calculated at the rate of €XX/day [taxes included/excluded]
 - d. [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]

2. [If there is third party funding] The following are participating in the funding of the production of the work through the Centre: [Name of project/entity/centre/museum].
3. This amount includes remuneration for the assignment of the intellectual property rights described in this agreement.
4. This amount also includes all the services included in this contract. [NAME OF CENTRE] shall not bear any increase in the cost mentioned in this agreement, nor have any liability to third parties for any financial, employment, legal or intellectual property matters that may arise during the validity of this contract.
5. The total cost of production 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.
8. The ARTIST must provide proof of the following expenses: train and plane tickets (boarding passes in the case of plane tickets).

V. Obligations of the artist

[These clauses will list and describe all the obligations of the ARTIST to the centre under the contract, using the good practices manual].

Examples: [below are some specific examples that can be used, extended or reduced in light of the purposes of the production of the work]

1. The ARTIST shall produce the [work/project] [if appropriate mention the project of which the production contract is part of], between [start date] and [end date], a period of [number of days] days.
2. The ARTIST undertakes to deliver to [NAME OF CENTRE] the [original/s/item from the series] of the finished [work/project] by no later than [day] [month] [year].
3. The ARTIST shall undertake the supervision of all tasks associated with the process of production required by this contract within the budgetary limits that have been set and to meet the deadlines, collaborating with the [NAME OF CENTRE] to ensure a good outcome for the [work/project].
4. The ARTIST shall assume responsibility for production of the [work/project], [if there are co-authors: as well as for supervision and coordination of the contributions of the other co-authors and from the participating artists and technical staff], throughout the process of creation up to approval by the parties of the final work.
5. During the contract for the production of the [work/project] the ARTIST shall work on the production [exclusively/non-exclusively].
6. Inform the centre management of any change that the ARTIST wishes to make regarding the initial work/project.
7. The ARTIST undertakes to be available to the [NAME OF CENTRE] during the period of production of the [work/project], [if there are any: and to participate in all promotional activities for the [work/project], subject to prior notice from [NAME OF CENTRE] of no less than [number of days agreed] days of all information relating to any such activity and subject to any pre-existing commitments of the ARTIST.
8. Contribution of images and documentation concerning the production process for use in communications.
9. Carry out a public presentation of the results or other form of informative or educational activity [specify what type] as a return to society for the support received from the centre. The specific activity to be carried out shall be the following: [include a description of the activity, its character and intended audience]. The CENTRE shall have first right of presenting the work/project which may subsequently be presented as the artist sees fit.
10. To be available to collaborate in communications concerning the production of the artist's work, whether in the form of interviews with media outlets or the provision of information and images to the media.
11. Availability of proof, in the event that [NAME OF CENTRE] so requires, the documentary evidence that the ARTIST is up-to-date in respect of his/her tax obligations, and any employment law obligations to his/her employees, in particular Social Security regulations and the regulation of health and safety in the workplace. Failure to comply with legal obligations in relation to tax, Social Security, employment

law or health and safety shall result in the termination of the contract and in no event will [NAME OF CENTRE] be either jointly or indirectly liable in respect of any failure by the ARTIST to fulfil the aforementioned obligations. All matters not agreed in this document shall be governed by relevant employment law provisions and any applicable collective agreements.

12. Assignment of image rights relating to the production of the [work/project] for purposes of public relations.
13. To include or display, in all future activities in relation to the [work/project] produced and any related activities, future exhibitions and publications, whether printed or digital: "With the support of [NAME OF CENTRE]".
14. In the event that the ARTIST is interested in the sale of the work, the ARTIST shall give first refusal to the CENTRE which shall be required to pay only for the artistic value of the work, that is, the costs of production borne by the CENTRE shall be deducted from the price of the work.
15. Where the work is sold to a third party by the ARTIST or the representatives of the ARTIST (if there are any), the ARTIST shall reimburse the CENTRE for the costs of production. If the purchaser is a public organisation, the purchaser and the CENTRE may agree shared ownership or any other form of compensation to the CENTRE for its contribution to the production of the WORK.

VI. Obligations of [NAME OF CENTRE]

[These sections will list and describe the obligations of the [NAME OF CENTRE] to the ARTIST covered in the contract, following the good practice manual].

Examples: [below are some specific examples that can be used, extended or reduced in light of the purposes of the production of the work]

1. To bear the costs subject to the limits of the budget for the production of the [work/project] which may have been agreed, including the fees of the ARTIST for production, any living or travel expenses according to the schedule of payment agreed in Clause IV of this contract.
2. If appropriate: To provide to the ARTIST a work space/studio suitable for the production of the [work/project]; characteristics of the space/studio are attached at Annex [number of Annex].
3. If appropriate: Provide to the ARTIST the materials and logistics necessary to carry out the process of production. [In these clauses there will be a list and description of the materials needed for production of the [work/project] and any logistical support agreed]. [We mention a number of points to bear in mind which could be expanded or reduced in light of the specific production process].
 - a) [Describe the material to be made available by the centre to the ARTIST]
 - b) [Describe the security measures for the material]
 - c) [Describe the storage space and conservation measures]
 - d) [Describe transport for the completed [work/project]]

4. The [NAME OF CENTRE] shall allow the ARTIST freedom of expression and creation in the carry out of the commission.
5. The [NAME OF CENTRE] shall respect the intellectual property rights of the ARTIST and his or her moral rights as author.
6. The [NAME OF CENTRE] undertakes to cite the ARTIST in all communication relating to the production of the artistic work.
7. The [NAME OF CENTRE] shall provide to the ARTIST support for logistics and communications.
8. If appropriate: the [NAME OF CENTRE] shall give no less than [number of days agreed] days notice of all and any information relating to any promotional activities in which the ARTIST is required to participate and shall respect any pre-existing commitments of the ARTIST and the ARTIST undertakes to be available for the [NAME OF CENTRE] during the production of the [work/project]
9. Offer the artist professional advice and technical support, if appropriate.
10. To seek press coverage and to publicise the artistic production through its own social media outlets, website...

VII. 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.

VIII. Intellectual property rights

1. The ARTIST states that he/she is the owner of all intellectual property rights in respect of the works produced under this contract.
2. [NAME OF CENTRE] undertakes at all times to recognise the ARTIST as the author referred to in this contract and to respect all and any of the ARTIST'S moral rights.

Specifically, and without limitation to the foregoing, [NAME OF CENTRE] expressly states that it undertakes to acknowledge the authorship of the ARTIST in any promotion or public communication that the [NAME OF CENTRE] may carry out.

Similarly, the ARTIST grants a/n [exclusive/non-exclusive] licence to [NAME OF CENTRE] to reproduce, distribute and publicly communicate (including making available) images of the work related to the production of the work/project worldwide and throughout the period of validity of any intellectual property rights arising under Law in force at all times, for the purposes of forming part of the [NAME OF CENTRE]'s catalogue and of the catalogue of the [project name] project, for the purposes of disseminating their activities, and for any form of non-commercial communication and uses that the [project name] project may decide to make of its activities and services at any given time.

Any use of images and texts relating to the production of the [work/project] shall be approved by the ARTIST.

In addition, [NAME OF CENTRE] may disseminate the documentary material produced as a result of the artistic production.

Notwithstanding the foregoing, if once this contract has come into force and until it has been performed or terminated as the case may be, if it becomes apparent that there is any doubt as to the ownership and/or any consent needed for the exercise of the right to exhibit or for the exercise of any other right under this contract, [NAME OF CENTRE] may, at its sole discretion, either terminate this contract immediately without prior notice to ARTIST or withdraw from display the specific work ownership or rights in respect of which may have been called into doubt or dispute and such termination or removal shall not constitute a breach of the ARTIST'S moral right.

The ARTIST shall inform the [NAME OF CENTRE] of the circumstances, consents and restrictions which condition the management of rights in or over the Artist's work and shall specify whether the Artist is a member of any copyright management organization and if so the type of licence to which it has subscribed, so that he [NAME OF CENTRE] may act accordingly, through the payment of copyright royalties directly to the ARTIST or through the management organization as the case may be.

3. The monetary consideration for the aforementioned assignment is understood to be included in the price established in clause IV of this contract.

IX. Licence of image rights

The ARTIST hereby expressly grants to [CENTRE NAME] a licence to use his/her personal image for purposes of disseminating the production or exhibition (if any) and for its inclusion in catalogues, advertisements, audiovisual material and in general for any use that [NAME OF CENTRE] may decide in order to promote the production, presentation of the process, results or exhibition.

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. In the event that any of these authorizations are disputed, clause IX.2 of this contract shall apply.

X. 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 to this contract.

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

XI. Data protection

The ARTIST'S personal data shall be included in the files of [CENTRENAME] and entity [ENTITY NAME] only for the 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 rights of access, rectification, erasure and objection by sending an email to [address of the centre/entity/e-mail of the centre/entity], enclosing a photocopy of his/her identity document [DNI, NIE or passport] for the verification of his/her identity.

XII. Term

The contract shall enter into force upon the signing thereof and shall remain in force until [day] [month] [year].

XIII.No partnerships

This contract does not constitute the incorporation of a company or the formation of any association between the parties, which only assume their respective obligations under the contract and have no greater liability than that arising under those provisions.

No agreement entered into by either party with a third party shall be binding on the other party.

The parties have no joint liability nor any secondary liability for the obligations of each other so that each party is solely and separately liable for its or his or her own actions.

XIV.Insurance and liability waiver

The Centre shall take out an insurance policy covering the artist's activity during the production.

The [NAME OF CENTRE] shall inform the artist of the scope of the insurance policy and if necessary shall request a list of the artist's materials for inclusion in the cover. Should it be necessary, both parties shall accept a more specific policy.

The [CENTRE NAME] shall not be liable for any indirect, incidental or consequential loss or damage.

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.

In the event of force majeure, the provisions contained in clause XVI of this contract concerning compensation shall not apply, without prejudice to payment in respect of expenses actually incurred up to the termination for force majeure. The party that seeks to rely on force majeure shall produce evidence thereof which is reasonably satisfactory to the other party.

XVI. Grounds for termination

The breach by either of the parties of that party's obligations under this contract shall entitle the other party to automatically terminate it without prejudice to any right to compensation for any loss or damage which such breach may have caused to the terminating party.

If the breach is due to force majeure, the parties may terminate it and shall not be entitled to any compensation in respect of such termination. In the case of termination for force majeure, [NAME OF CENTRE] may claim from the ARTIST the amounts which correspond to any uncompleted tasks and/or that part of the period of the residency that has not been carried out up until the termination of the contract.

The cancellation of the residency for any reason other than force majeure shall entitle each of the parties to claim for any loss or harm caused by such cancellation.

XVII. Applicable law and conflict resolution

This contract is entered into under the law 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 submit to 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 in 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]