

CONTRACT TEMPLATE FOR ARTISTS IN RESIDENCE

[TITLE: CONTRACT FOR ARTISTS IN RESIDENCE IN [NAME OF THE VENUE/ CENTRE/ MUSEUM] AND, WHERE APPROPRIATE, [PROJECT NAME]

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

BY AND BETWEEN:

On the one hand,

Mr./Mrs. [personal details of the signatory] as [position], on behalf of [name of the entity/space/centre/institution], with address in [address] and tax identification number of the legal entity [Identification number] or passport for natural persons [Identification number] valid until [date], telephone [telephone number], email [email address]; hereafter referred to as [CENTRE NAME].

And, on the other hand,

Mr./Mrs. [name and surnames], of legal age, nationality [nationality], residing in [address], with tax identification, passport [identification number], valid until [date], telephone [telephone number] and email [email address]; hereinafter, the ARTIST.

Both parties hereby acknowledge each other's legal capacity to enter into this contract and

STATE:

1. That [centre name] knows the artistic output of the ARTIST, as well as the quality and characteristics thereof, and is interested in hosting him/her within its artist residencies programme.
2. That the residency programme [project name] will take place during [dates] and is led by [centre name] and other participants [names of other participating centres, if there are collaborating centres]
3. That the ARTIST is interested in participating in the [project name] artist residency project and has responded to the call for this purpose.
4. That for this purpose, all parties formalize this contract, which will be governed by the following:

CLAUSES AND AGREEMENTS:

- I. The [CENTRE NAME] shall host the ARTIST from [start date] to [end date] as artist in-residence, for a period of [number of days] at [centre name], located at [centre address], and [CENTRE NAME] undertakes to provide to the ARTIST during that period the facilities and equipment necessary to the carrying out of the project (attached as an annex is the description of the spaces and of the associated equipment).
- II. The ARTIST undertakes to carry out his/her research and creation process during the aforementioned dates, a period in which he/she shall correctly and respectfully use the facilities, following the points established in the manual of good practices of artist residencies "The Spur".¹

The stay is comprised of: [specify each of the goals set and mentioned in the call document (Open Call document):

1. [Description of the work to be carried out]
 2. [General objectives and specific objectives of the proposal]
 3. [Setting of the work place and space]
 4. [Description of the infrastructure and services offered by each party]
 5. [Phases, work plan and expected results].
 6. [Description of the technical conditions of the artistic project].
 7. [Work material and security measures].
- III. On account of its object, this contract must be considered to be of a private nature. In no event may the present contract give rise to an employment relationship between the contractor and the management or centre, which, given its nature, is expressly excluded from the scope of labour law.

IV. Financial conditions

1. €[amount in figures] shall be paid to the Artist [VAT included or excluded] in respect of the following:
 - a. Fees for acting as artist in residence, including fees for public events and any royalties generated by the project*. €XXX
 - b. Expenses. This amount is calculated at the rate of €X/day
 - c. Travel: €XXX
 - d. (Production, if included): €XXX

*In the amount of €[amount in figures] with [VAT included or excluded].

2. This residency is funded by [name of the project/company/centre that has funded the event], if there is any such funding.

¹ Give the full reference for the good practice document referred to.

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. [CENTRE NAME] shall not bear any increase in the cost mentioned in this agreement, nor any liability to third parties for economic, labour, legal or intellectual property matters that may arise during the validity of this contract.
5. The amount of the subsistence allowance for [amount] [tax inclusive or tax exclusive] shall be paid by bank transfer to the IBAN account of which the ARTIST confirms that he/she is the holder and according to the standard bank data form of the contracting party, if applicable.

Terms: [description of the payment terms and amounts for each of the terms with a breakdown of taxes].

8. The ARTIST shall provide proof of the following expenses: train and plane tickets (boarding passes in the case of plane tickets) and cost of materials if the centre is bearing production costs.

V. Obligations of the artist

[These sections shall describe, list, all the obligations of the ARTIST to the centre taken into account in the contract, using the good practices manual].

Examples: [below are some specific examples that can be used, extended or reduced according to the call for the residency and the objectives thereof]

1. The ARTIST shall stay in [CENTRE NAME] within the project [project name], between [start date] and [end date] for the period of [number of days].
2. The Artist shall participate in activities related to the project and linked to the centre's residency project. (specify activities)
3. Respect and follow the guide of good practices of artist residencies.
4. Respect the rules of use of the studio-residency and the workshop that is provided.
5. Inform the centre management of any change that the ARTIST wishes to make regarding the initial project.
6. Contribution of images and documentation concerning the research process for use in the dissemination thereof.
7. Public presentation of the research and the results/or other form of informative or educational activity [specify what type] as a return to society in return for the support

received from the centre. The activity to be carried out is the following: include the description of the activity, its characteristics and its intended audience

8. Hours included in the residency: as a minimum 80% of [] hours are required to be devoted to the residency for the proper performance thereof.
9. Any agreements on the provision of materials and logistical support, making clear what is included or excluded in each case.
10. To be available to collaborate in communications concerning the artist's residency, whether in the form of interviews with media outlets or the provision of information and images to the media.
11. Availability to accredit, 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.
12. Assignment of image rights relating to the residency for purposes of public relations.
13. To state, in all forms of exploitation of the results of the residency or any works of art produced as a result of the residency, as well as of any related activities and any future exhibitions of the work carried out in this residency, whether in print or digitally, the following: "With the support of [Project Name] and [CENTRE NAME]."

VI. Obligations of [CENTRE NAME]

[These sections will describe and list all the obligations of the [CENTRE NAME] to the artist covered in the contract, following the good practices manual].

Examples: [below are some specific examples that can be used, extended or reduced according to the call for the residency and the objectives thereof]

1. To bear the costs described in Clause IV up to the budget limit set for the residency, 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. Provide the ARTIST with the use of the residency space, a work space, contact with the local artistic community, logistical and communication support.
3. Respect and follow the guide of good practices of artist residencies.

4. Offer the artist professional advice and technical support.
5. To promote press coverage of the residency and to publicise the residency through its own social media outlets and website ...

VII. Coordination and monitoring

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

VIII. Intellectual property rights

1. The ARTIST states that he/she is the full owner of all intellectual property rights in respect of the works created through this residency.
2. [CENTRE NAME] undertakes to recognize the ARTIST as the author referred to in this contract at all times and to respect each and every one of his/her moral rights.

Specifically, and without limiting the foregoing, [CENTRE NAME] expressly states that it undertakes to acknowledge the authorship of the ARTIST'S work in the promotions and public communications they make.

Similarly, the ARTIST assigns [exclusively/non-exclusively] to [CENTRE NAME] the right to reproduce, distribute and publicly communicate (including making available) images of work related to the residency worldwide, and for the entire duration of the intellectual property rights established by the Law in force at any time, for the purposes of forming part of the [CENTRE NAME] document catalogue and of the document catalogue of the project [project name], for the purposes of disseminating their activities, and for any form of non-commercial communication and uses that the project [project name] decides to make at all times of its activities and services.

Any use of images and texts relating to the residency shall be approved by the artist.

Furthermore, [CENTRE NAME] is authorized to disseminate said publications and the documentary material produced as a result of the residency.

Notwithstanding the foregoing, if, once this contract has been signed and until the full fulfilment or the early termination thereof as the case may be, it is shown that there is any doubt about the ownership and/or authorization for the exercise of the exhibition right or any other that is exercised in accordance with this contract, [CENTRE NAME] may at its sole discretion either terminate this contract immediately without prior notice to ARTIST or remove the specific work whose ownership of rights is doubtful or disputed, without this constituting an infringement of the ARTIST'S moral right.

The ARTIST must inform [CENTRE NAME] of the circumstances, authorizations and limits that determine the management of the rights of his/her work, specifying whether he/she is a member of any collective copyright management entity or, as the case may be, the type of license to which it has assigned, so that [CENTRE NAME] may act accordingly,

through the payment of copyright to the ARTIST or through the relevant management entity.

3. The monetary consideration for the aforementioned assignment is understood to be included in the price established in clause IV of this agreement. As a result, [CENTRE NAME] shall not have to pay any amount, neither to the ARTIST nor to any rights management entity, for the stated act of reproduction.

IX. Transfer of image rights

The ARTIST hereby expressly grants to [CENTRE NAME] the use of his/her personal image for purposes of disseminating the residency or exhibition, and for its inclusion in catalogues, advertisements, audiovisuals and in general for any use that [CENTRE NAME] may decide in order to promote the residency, presentation of the process, results or exhibition.

The ARTIST also states that he/she has the relevant authorizations for the use of personal images that may be part of his/her work under this contract. In the event that any of these authorizations are disputed, clause VIII.2 of this contract shall be understood to apply.

X. Notifications

Any notification that the parties have to make in relation to this contract must be in writing and addressed to the email addresses that are provided for each of the parties in the heading of this contract.

The parties must be notified of any change of address or email address that occurs during the term of this contract.

XI. Data protection

The ARTIST'S personal data shall be included in the files of [CENTRE NAME] and entity [ENTITY NAME] only for the purpose of [state the purpose]. It will not be communicated to third parties nor be used for any other purpose.

In compliance with the (EU) 2016/679 General Data Protection Regulations, the artist may exercise his/her right of access, modification, deletion and opposition by sending an email to [address of the centre/entity/e-mail of the centre/entity], enclosing a photocopy of the 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 until [day] [month] [year].

XIII. Inseverability of the contract

This contract cannot be considered as an incorporation of a company or association between the parties, which only assume the obligations derived therefrom, limiting the responsibility of each of the parties to what results from what is established in its clauses.

Any agreements entered into by either Party with third parties shall not be binding on the other party.

There is no joint or several relationship between the parties, therefore each one shall be individually liable for their own actions.

XIV. Insurance and liability waiver

The Centre shall take out an insurance policy covering the artist's activity in the centre or artistic space.

The [CENTRE NAME] 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 indirect, incidental or consequential damages.

XV. Force majeure

The parties shall not be liable if they fail in the attempt to carry out the object of this contract, due to causes of force majeure, all of which are beyond the reasonable control of the parties, including strikes. In these cases, the contract shall be terminated with the parties being unable to claim compensation for damages from the other Party.

Cases of force majeure shall be understood to mean: events such as fires, floods, wars, acts of vandalism or terrorism, prohibition of representations by the competent authority and, in general, all those that cannot be avoided.

In the event of force majeure, the provisions contained in clause XVI of this contract concerning compensation shall not apply, notwithstanding the compensation of the expenses actually accrued until the termination due to such duly justified cause. The party that claims the force majeure will have to properly justify it to the other party.

XVI. Causes of termination

The breach by any of the parties of the obligations included in this contract shall allow the other party to automatically terminate it without prejudice to the compensation claim that would have occurred for the damages that said failure would have caused it.

If the breach of the content of this contract is due to causes of force majeure, the parties shall be empowered to terminate it without being able to claim compensation from one another. In this case, [CENTRE NAME] may claim, from the ARTIST, the part in respect of the unfulfilled tasks and/or the time that the period of residency 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 the damages caused to the other.

XVII. Applicable law and conflict resolution

This contract is entered into under the legal system of the country of origin of the contract that shall govern any aspect not covered in the above clauses. If, during their validity, differences in interpretation or compliance arise, the parties will resolve them by mutual agreement of their interests. If this is not possible, the two parties shall accept the jurisdiction of the Courts and Tribunals of the city of origin of the contract expressly waiving recourse to any jurisdiction that may apply to them.

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

CENTRE:

[CENTRE NAME]

[FULL NAME OF THE REPRESENTATIVE]

[SIGNATURE]

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

The ARTIST:

[FULL NAME OF THE ARTIST]

[SIGNATURE]

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