

MODEL CONTRACT FOR ARTIST MENTORS

COLLABORATION AGREEMENT FOR A MENTOR FOR AN ARTIST IN RESIDENCE IN THE [NAME OF PROJECT] PROJECT BETWEEN (1) [CENTRE NAME] AND [NAMES OF OTHER PARTNER CENTRES, if there are any]

[Town], [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.

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 MENTOR.

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

STATE

Whereas both parties have reached agreement on the matters set out below and to give effect to that agreement wish to enter into this contract on the terms and conditions below:

CLAUSES AND AGREEMENTS

I. Purpose

The Centre contracts [Name of artist mentor] as Mentor for the artists in residence [Name of artist in residence], whose residency takes place within the framework of the [Name and code of project, if appropriate] project.

The aim of this project is to make guidance from experienced practitioners available to the artist in residence with a proven track record who are still active, for the artist in residence to be able to draw on their advice, knowledge and professional background.

The MENTOR shall provide assistance, liaison and support for the tasks of the artist in residence.

The MENTOR shall help the artist to orient [his/her] project and/or strengthen others, contributing to the improvement of the artist's professional profile. The Mentor shall also help in locating and searching for people and organisations, places, materials, that the artist may need, helping the artist to overcome the disadvantage that not knowing the place in which the residency is set might otherwise present. This help should help to speed up the artist in residence's project, sparing [him/her] the disruption and problems of adapting to the place of the residency.

II. Financial conditions

For these tasks the MENTOR shall receive the amount of [total amount in figures. For example: €600.00] [in brackets, the total amount written in words. For example: six hundred euros], inclusive of taxes.

The MENTOR shall invoice the CENTRE (at the end of) the Mentor's activity. The billing information is that of the CENTRE, which appears in the head of this collaboration agreement.

III. Obligations of the Mentor

The MENTOR undertakes as a minimum to:

1. Be informed about and familiar with the project proposed by the artist in residence.
2. Maintain contact with the artist in residence from the beginning until the end of the period of the residency, which is to begin on [day] [month] [year] and will last until [day] [month] [year]. Such contact may be face-to-face, over the phone or online.
3. Have [number of face-to-face sessions agreed] face-to-face meetings with the artist in residence with the aim of getting to know, orienting and following the development of the artist in residence's project.
4. Give [number of face-to-face sessions agreed] face-to-face meetings to introduce the artist in residence to the cultural life of the town.
5. Make suggestions and observations which could be expected to improve and to facilitate the development of the artist in residence's project as well as the preparation of the presentation of that project within the programme of events of the centre hosting the residency. Also, [where there is to be a gathering of artists], collaborate in the gathering of artists to be held on [day] [month] [year] at [place] at which all the institutions who form part of the [name of project] project will be present, together with the artists who have been part of their respective residency programmes.
6. The MENTOR transfers the rights of use of any recording which may be made of the activities carried out under this collaboration agreement (video films, photographs, etc.) for promotional and dissemination purposes.

IV. Obligations of the centre

1. Management and coordination of the project and general organisation of the artist's residency.
2. To assume the costs, whether fees or public liability insurance during the activities which take place in the CENTRE. Such costs will be part of the budget that the Centre has as a member of the project.
3. To inform the artist of the provisions of this contract that affect the artist
4. To put the Mentor and artist in touch with each other.
5. To inform the Mentor of all circumstances, activities and other matters which may arise during the residency.
6. The CENTRE shall monitor the performance of the duties of the post.

V. Transfer of image rights

The MENTOR hereby expressly grants to the CENTRE, free of charge, the right to use his/her personal image for purposes of dissemination of the residency and any associated exhibition, and for purposes of its inclusion in catalogues, advertisements, audiovisual material and in general for any use that the CENTRE may determine to promote the residency, the presentation of the outcome or any associated exhibition.

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

VI. 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.

VII. Data protection

The MENTOR'S personal data shall be included in the files of the CENTRE 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, rectification, 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.

VIII. DURATION OF THE CONTRACT

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

IX. 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.

X. Insurance and liability waiver

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

The CENTRE shall not be liable for indirect, incidental or consequential damages.

XI. 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.

XII. 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, the CENTRE may claim, from the MENTOR, the part corresponding to 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.

XIII. 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 its validity, differences in interpretation or compliance arise, the parties shall 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]

MENTOR

[SIGNATURE]
[NAME AND SURNAMES OF THE REPRESENTATIVE]

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

[SIGNATURE]
[NAME AND SURNAMES OF THE MENTOR]

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