

DOCUMENT ON GOOD PRACTICES DURING ARTISTIC RESIDENCIES

1. Purpose of the document

The purpose of this document is to improve the quality of artistic residencies and to offer a guide to good practices for centres, art venues and artists-in-residence.

2. Specific objectives

- a) To offer a guide to responsible practices during artistic residencies.
- b) To boost the professionalisation of artists.
- c) To contribute to knowledge of the legal and technical regulations.
- d) To contribute to promoting understanding between centres, art venues, entities and organisations hosting residencies and the artists-in-residence.

3. Stakeholders

- a) On the one side, the artist(s)-in residence.
- b) On the other side, the centre, art venue, entity or organisation that hosts the artistic residency, hereinafter the “art centre”.

4. Good practices

4.1. The art centre must undertake to:

- a) Make clear the reasons why a residency programme is being organised.
- b) Publicise the characteristics of the residency programme, the objectives, the criteria and the infrastructure available to carry it out successfully.
- c) Publish the number of available places and announce open calls for artists with complete transparency, providing clear information in respect of the terms and conditions.
- d) Publish the participant selection procedure. The selection of the participants will be carried out by qualified and diverse juries and experts on the basis of previously published criteria and scales. Jury members will change over time.

Discriminatory criteria (on the basis of gender, religion, age, etc.) must never be employed in artist selection processes. If an organisation wishes to promote a specific selection based on positive discriminatory criteria, these must be fully justified and presented in a transparent way in the call itself.

- e) In the case of residencies organised by invitation, it is necessary to stipulate the working lines and criteria on the basis of which the participants are selected.
- f) Announce and outline the objectives and expectations of the artistic residency places on offer for all parties involved, in a clear and concise manner.

The objectives and expectations of the residency, as well as the documents to be submitted in order to take part in the call, must be worded in a detailed and precise manner in the Open Call for Artist(s)-in-Residence document, in order to ensure there are no false expectations and

uncertainty regarding the conditions of the residency. It is recommendable to include a statement or to contextualize the residency.

It is considered bad practice to ask the candidates to submit personal photographs or videos, since their personal image is not a criterion to be taken into account in the artist selection process. Furthermore, the privacy of the artists' personal image must be preserved.

- g) Compile all the information regarding the project which the artist wishes to conduct during their residency.

The host centre must compile the general information on the project during the initial contacts with the artist-in-residence: the objectives, materials, the necessary venues and resources; the results the artist expects to achieve and a cost estimate.

- h) Assign venue(s) and resources

The centre or art venue must assign the artist a suitable work space as well as providing the technical and material resources required in the course of their residency, according to the criteria of the residency programme. If possible, the centre must provide the artist with the communal installations and equipment to facilitate the work methodologies and the carrying out of the residency project.

In the case of artist collectives, the centre must provide suitable conditions for the carrying out of the residency project; institutions are encouraged to provide additional funding.

When it is not possible to offer sufficient funding to properly host artist duos or groups, this circumstance must be clearly stated in the terms and conditions of the call.

- i) Assign a period of study/residency

If the centre or art venue offers a period of study/residency, an appropriate space must be made available to the artist. This space must be provided with the facilities necessary in order for the artist to carry out their daily activity properly. These facilities must be clean.

Both the work space and the residency space must be adapted as far as possible to meet the needs of disabled persons and to cater for various health issues. If it is not possible to offer sufficient adaptation conditions in order to properly host disabled resident artists, this circumstance must be clearly stated in the terms and conditions of the call.

Both the work space and the residency space must be adapted as far as possible to cater for any health issues that affect the resident artist, provided that these issues do not prevent the artist from properly carrying out the residency.

- j) Provide support, backing and technical assistance

The centre or art venue must have trained professionals in place to provide advice and offer support to the artist according to their needs and the goals of the residency, with the objective of ensuring that the project is executed as affectively as possible. In addition, artists-in-

residence at art venues must receive tutorials conducted by professionals from the centre, art venue, entity or organisation regarding the placement of their work on the market and/or in international professional circuits of contemporary art.

k) Promote and facilitate synergies with the local art network

The centre which hosts the residency must encourage artists to make new contacts in the local area and, as far as possible, meet with interested parties who can encourage further cooperation beyond the residency in which the artists are taking part. In addition, the centre or art venue must provide information on openings and the local art scene, and must put the artist in contact with other professionals from the Cultural and Creative Industries in the local area in order to promote cooperative work and networking, and to foster the creation of synergies that lead to new collaboration projects and commissions, along with networking projects, in line with the needs of the residency and the artist. As a strategy, local artists may be invited to meet resident artists.

l) Provide opportunities for social interaction between the artist-in-residence, the centre or art venue and the local area.

The art centre venue must promote systems to include the participation of society in the city where the residency takes place. For example, participation may be promoted by means of activities directly linked to artistic projects resulting from the residencies, taking into account and serving the interests of the citizens of the local area.

m) Be flexible in the event of any changes.

The centre must be flexible in the event of any modifications which may occur during the residency period. The relationship between the parties must be sensitive and adaptable to any changes which may occur in respect of the guidelines established at the start of the residency.

n) Distribute and exhibit the artist's work

The centre must undertake to showcase the artist, providing and offering venues for projecting their work and for public relations. Similarly, all the material related to the project must be distributed via the centre's communication channels (website, social media, mailing lists, press packs, etc.).

o) Respect freedom of creation and expression

Freedom of creation and expression is inherent to any artistic production or manifestation and is a fundamental right. On no account may the centre censor or modify the artist's work or prevent or restrict its proper dissemination without the artist's prior authorisation

Furthermore, the centre cannot prevent or restrict the proper dissemination of the artist's work through his/her channels.

p) Respect the artist's intellectual property

The centre has a duty to respect the intellectual property rights attributed to authors and creators of artistic works. This right involves acknowledging authorship in all communications and the payment of royalties, whether directly to the author or to the management body that represents them, when images of previously created works are published.

q) Respect the artist's moral rights

Moral rights are inherent to the status of creative artists even after they cease to own works. These rights are inalienable and non-transferable.

These rights enable the artist:

1. To decide whether their work should be distributed and in what manner.
2. To decide whether the dissemination is carried out in their own name, under a pseudonym or anonymously.
3. To demand acknowledgement of their status as author of the work.
4. To demand respect for the integrity of the work and to prevent any transformation thereof without their prior consent.
5. To validate the way in which a work is exhibited, published or disseminated.

All the parties involved in the artistic residency agreement must scrupulously respect the artist's moral rights.

r) To respect the rights of a patrimonial nature

These rights, attributed to the author of the work, are transferable and grouped together into two categories: rights of exploitation and remuneration. The centre must respect them by reaching the necessary agreements with the artist.

s) Data protection

The centre is responsible for applying the appropriate technical and organisational measures to guarantee and be able to demonstrate that the processing of data is carried out in accordance with the regulations and the current legislation. This principle requires organisations to have a conscious, diligent and proactive attitude towards all the personal data processing that is carried out.

The General Data Protection Regulation in force within the European Union on the protection of natural persons with respect to the processing of personal data and the free circulation of said data will be applicable. On no account will the artist's personal data be published or assigned to third parties, unless the artist signs an express written request.

t) Trust and transparency

The relationship between the artist and the centre must be based upon mutual trust, loyalty and confidentiality in their agreements. Trust will lead to complete transparency in the relationship between the two parties in question. The artist must be fully aware of all the information related to the call in which they participate (proposals, budgets, dissemination, relationship with the media, other artists, agents and institutions involved, etc.).

u) Economic remuneration

The centre acknowledges the artist's right to economic remuneration for the artistic residency, regardless of the economic copyright or any other economic agreements which may arise as a result of the agreement between the parties. This remuneration will not be a subsistence payment but rather a professional fee for professional work. This fee must be reasonable and must be clearly stipulated before the residency. It must take into account the fact that artists have other expenses in their own country during the residency. As such, the provision of a work and/or residency space or a mere subsistence allowance will not be admissible as a payment of professional fees.

If additional funding is obtained by the artist or art centre, the art centre cannot rely on this amount. It must not be deducted from the professional fee or the production budget, but rather it must be considered as an extra amount that contributes to improving the artist's professional work or the work that they are producing, thus constituting an improvement to the established residency terms and conditions.

v) Extra financial support

It is the centre's responsibility to support experimentation and innovation.

The centre shall consider the research and creation processes just as important as the artist's production, at all times supporting the artistic process carried out in accordance with the project submitted by the artist and accepted by the centre.

1) Research residencies

These residencies are defined as those which support the creation and research process, without production being considered a necessary factor.

Once the residency has begun, if the artist produces a work despite the fact that this production was not previously agreed upon, the art centre can evaluate whether or not it wishes to support this production. If it does and has the necessary resources to do so, it may establish the necessary agreements with the artist in order to support the production, providing of course that the artist is interested in receiving this support and in accordance with the suggested conditions.

It must be made clear before the start of the residency whether other activities are included in the fee (presentation, workshop, open studio, etc.).

2) Production residencies

These residencies are geared towards the effective production of artistic works.

The amount of money for production must be specified before the start of the residency, as must the financial and technical support, facilities and the specific activities will be carried out. It must be made clear before the start of the residency whether other activities included in the fee (presentation, workshop, open studio, etc.).

The art centre that hosts the artistic residency is not responsible for funding an unlimited number of productions; that is, any works produced in addition to those for

which production support has been previously agreed. Neither will the centre be liable for any costs involved in possible adaptations of pre-existing works during the residency contract period, if the centre does not have a direct interest in these works.

If a work production agreement is in place, it must also state which party assumes the cost of the transportation of the work when the residency is completed.

w) Professionalism

The artist must be acknowledged as a professional. Consequently, the relationship and communication between the artist and the agents involved must be conducted in a professional manner.

x) Notifications

The communication channel for notifications regarding the residency agreement must be clarified. Notifications must be sent in writing by email or by post.

The selection process and the final decision will be communicated to the applicants. In addition, it is recommendable to announce the number of applicants, the selected project, the jury and the criteria.

y) Contract

The professional relationship between the artist and the centre must be governed by a written contract signed by both parties. The contract must specify the conditions of the relationship between the parties involved and list the rights and obligations of each of party. The acceptance and signing of the contract obliges the parties to comply with the conditions established therein.

The contract must be sent to the artist before they agree to participate and the artist must be given enough time to read it and to discuss its contents with the art centre.

z) Right to reconcile work and family life

The centre will ensure that the artists carry out their work and complete the residency while maintaining a complete balance between their professional work and their family life. In this regard, the centre will enable the artist to complete the residency with their partner or family, according to availability and space considerations, for which the conciliation measures provided by the centre must be listed. This will contribute to fostering equal opportunities between artists, thus facilitating the participation of artists with a partner or family.

aa) Safety measures and work material

The safety measures necessary for the proper functioning of the venue are provided by the centre. The current European laws on the prevention of occupational hazards specify that the protection of workers against occupational hazards requires action by the company (in this case, the centre) which goes beyond the mere formal fulfilment of a set of duties and

obligations. Correct compliance and monitoring of the basic safety guidelines by the user, as well as a good understanding of the properties of the products and devices used, can reduce the risk of accidents.

It is recommendable for the centre to provide a document listing the safety measures, hazards, and the prevention and evacuation plan of the art centre.

The artist must be informed of the safety measures, hazards, and the prevention and evacuation plan, should one be available.

bb) Resolution of conflicts

The law applicable in the event of conflicts should be specified. If, during the residency period, any discrepancies arise regarding the interpretation or fulfilment of the contract, the parties will resolve them by means of a mutual agreement in accordance with their interests. If this is not possible, the two parties must accept the jurisdiction of the judges and courts of the city of origin of the contract, expressly waiving any other jurisdiction which may be applicable to them.

3.2 The artist who accepts the artistic residency must undertake to do the following:

a) Create a network

The creation of a network and synergies between artists is one of the pillars of artistic residencies. Although the centre is responsible for promoting channels and systems to encourage the participation of the local area in the artist's residency, the latter must be open and reciprocal to interaction. The artist must seek out opportunities and participate in activities related and linked to the residency programme.

Furthermore, the artist, on their own initiative, can seek out support from the local area which may have potential impact on the production and development of the project.

If the artist wishes to carry out a project that requires a certain amount of personal isolation, the artist must clearly state this fact as part of the proposed project. Consequently, if the artist is selected the art centre must respect this condition. In this case, both parties must agree the special conditions under which the residency must be carried out.

b) Provide new knowledge

The artist must contribute their artistic vision, committing to innovation and risk. The search for new knowledge is inherent in the figure of the artist. Innovation entails certain risks, which the two parties must not only envisage and accept, but also be interested in fostering.

c) Regular and frequent communication with the centre

The artist must promptly inform the centre of all the information related to the project and the status thereof.

During their residency, the artist must meet with technical teams and experts of art centres to share experiences. The aim of these meetings must be to evaluate the initiatives conducted during the artist's residency and thus identify aspects for improvement which may be applied in the future

During the residency the artist must work with the participating art centres in order to organise activities related to their artistic activity.

- d) Provide all the information regarding the project before it starts

During the contact phase, the artist must compile and provide as much information as possible regarding the project they wish to carry out during the residency. This information includes: the objectives, calendar, material venues and necessary resources, expected results and cost estimate.

- e) Understand and be fully aware of the objectives agreed upon in the contract

The artist must understand the objectives and expectations of their residency, in order to avoid uncertainty and false expectations during their stay at the centre or art venue. The artist can contribute to the contract and negotiate it.

- f) Presentation of the completed work and submission of the report.

The work resulting from the residency must be publicly displayed by the artist, along with the research and the results achieved. The centre and the artist will agree upon the form and method of the presentation. The centre will ensure visibility is given to the artistic research and its final result.

- g) Regular meetings to share experiences

During the residency, the artist must meet to share experiences with other artists, if any are available, and with the technical teams and experts from the centres or art venues. The exchange of ideas the creation of a work network are key aspects of the project.

- h) The artist will be the sole party responsible for the works of art produced during the residency

In the case of residencies involving the production of artistic works, the responsibilities related to the work produced during the residency must be clearly stated, including aspects such as insurance, organisation, security and liability for costs arising from maintenance, transportation, copyright and reproduction.

In the case of residencies that do not involve the production of artistic work, if the artist produces any works, the art centre will not be responsible for them, although it is advisable at the very least to reach sufficient protection and security agreements in order to guarantee the conservation of the work(s) while at the residency venue.

- i) The changes must be listed and previously agreed upon.

Similarly, the centre or art venue and the artist must remain flexible in the event of any changes for either of the parties which arise during the stay. Any potential changes with regard to the initial project must be reported to the centre and subsequently accepted. Similarly, any changes which occur at the centre with the potential for interfering with the progress of the residency will be duly reported to the artist.

- j) Proper use of the material and venue

The artist is responsible for the proper management of the venue and the use of the material, abiding by and following the centre's guide to good practices. The artist must leave the technical material and venue in the same good condition in which they were provided.

- k) The artist must be aware of communication activity and cooperate with it.

The centre will distribute any content it deems appropriate during the stay. The artist must be aware of the above, undertaking to send the centre all the information and material deemed necessary to promote its proper communication. This material will later be used by the centre in order to publicise and showcase the project in question. The provision of images and documentation is envisaged as material for the communication of the project. The artist should consider granting interviews to the media in the event of being asked to do so.

The artist should take into account that the residency is a process and, accordingly, document the work in progress. It may be agreed with the centre that the artist will collaborate with the organisation by documenting their work process with written or visual materials.

The artist has the right to decide on which platforms their videos (e.g. interviews) will be shown. In this respect, the artist can request the deletion of their videos from the art centre's digital channels.

- l) Transfer of image rights and copyright

The artist undertakes to transfer their image rights and the copyright of their works to be used in the dissemination of the project.

The artist must inform the organisation if they have an agreement with a management company regarding their copyright and which obligations the centre incurs when publishing images of their work, since the centre may need to publish the said images, which will always be done with the prior authorisation of the artist, and exclusively within the framework of the residency.

- m) Abide by the agreed budget and deadlines, guarantee the quality of the work previously agreed upon and adopt a professional manner with their partners.

The artist must undertake to abide by the budget and terms agreed upon in the residency contract. If required by the art centre, due to it being subject to specific rules of subsidised programmes, they must provide proof of the costs incurred during their stay at the centre,

including transport tickets (train, bus, etc.), boarding passes (for flights) and the costs of the materials. In this respect, it is good practice to inform the artist in advance of this requirement in order for them to collaborate in providing proof of costs.

Artists are allowed to bring extra funding for their residency project. The artist must disclose the funding requested and obtained in relation to the residency project.

n) Effective on-site fulfilment of the residency

The artist must complete a real and effective stay at the assigned place of residency, completing the minimum number of hours agreed upon by each centre in the residency contract, which should be no less than 80% of the total, except for justifiable absences.

o) Mention the name of the project and the centre

The artist must mention, in all the use agreements of the results and works of art produced during their residency, as well as in any related activities and future exhibitions, the name of the project and the name of the centre in printed and digital formats.

p) Accreditation of fiscal data

The artist must be in a position to prove that they have no outstanding fiscal obligations or any other obligations set forth in the legislation in force, providing supporting documentation if required to do so by the centre.

q) Evaluation of the residency

At the end of the residency, the artist and the centre will carry out a joint assessment of how the artist's stay and work have progressed. Similarly, the centre will send an evaluation survey to the artist, which must be duly completed.

This is a document produced at Bòlit, Centre d'Art Contemporani. Girona by the directors and technical managers of the organisations taking part in The Spur ETACEC1618 project and by the artists-in-residence of this project over the course of its two-year duration. The document is considered open to proposals for improvement by professionals of the visual arts (both artists and managers).

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