Letter of Agreement

This is an agreement between the commissioning body [NAME] (CB) and artist [NAME] (AR) for the [EXHIBITION NAME] (The Project) in which we agree the following details:

Please find below the terms of the agreement for the appointment of [ARTIST NAME] (AR) to create ENTER SHORT PROJECT DESCRIPTION

1. The Work

The Artist and the CB agree that the Work

1. Will be made by the Artist [give details of timings]
2. Will remain the property of the artist
3. Will be the responsibility of the artist following the exhibition
4. Will not be presented on DVD, new media or any other ancillary markets except by prior agreement between the Artist and the Producer

2. Authorship, Copyright, Moral Rights etc.

It is hereby acknowledged that:

2.1 AR owns the copyright, authorship and reproduction rights of all work AR creates/directs including any workshop material for the Project and of the Work.

2.2 CB has the exclusive right to premier the Work in an exhibition at [VENUE NAME] between [DATES] (the “Exhibition Period”).

3. Intellectual Property Licence

AR hereby grants the CB a royalty-free, perpetual, non-exclusive, sub-licensable licence (the “Licence”) to exploit all intellectual property rights (including without limitation all copyright and related rights, trademarks, performance rights and goodwill and all other intellectual property rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world) subsisting in the Work ("Rights") for the purposes set out below:

 3.1. Public performance/presentation of the Work;

3.2. Reproduction, distribution and public communication of extracts and stills of the Work without limitation in all physical and digital forms, for the following purposes:

 3.2.1. publicising any exhibition of the Work, including in analogue and online form;

 3.2.2. inclusion in publications relating to CB, including in analogue and online form;

3.3.3. production of archival copies of the Work in any media for archive and preservation purposes

3.3. If the Work is damaged, destroyed, lost or the data is or becomes inaccessible, AR agrees to use his/her best endeavours to assist CB wherever possible (at CB’s own expense) in the replacement of the master of the Work.

3.4. For the further avoidance of doubt, the Licence relates to all territories throughout the world.

4. Cancellation

4.1. If CB has to cancel the Project because of circumstances beyond its control, CB will (if possible in the circumstances) give to AR not less than one week’s prior written notice of termination of this Agreement and CB will pay the Fee agreed in full to AR in this event in full and final satisfaction of any potential claims rights or remedies and upon the expiry of such notice this Agreement shall terminate but without prejudice to the provisions of clause 4.5 below

4.2. If AR cannot complete the Project on schedule due to illness or other circumstances beyond AR’s control, CB will not be obliged to pay any fees to AR but will (at its sole discretion) pay AR a pro rata fee dependent upon the proportion of work undertaken up to the time of notification,.

4.3. If AR fails to complete the Project on schedule because of circumstances within AR’s control, no fee shall be payable by CB.

4.4. In the event of any cancellations or changes to elements of the schedule, all reasonable endeavours shall be made by both parties to reschedule those elements.

4.5. It is hereby declared for the avoidance of doubt that in the event of termination of this Agreement pursuant to any of the above provisions of this clause 4, clauses 2 and 3 shall survive the termination of this Agreement and remain in full force and effect.

5. Working methods

The parties agree and declare that their working methods and ethos will reflect their desire to show mutual trust and respect to each other and they will consult each other on all major decisions concerning the Project prior to final decisions and actions being taken, allowing reasonable time for discussion to take place and agreements to be made. These matters include but are not limited to: the Project content, creative and financial decisions, Project timeline, marketing, branding and publicity, promoting of the Project and liaison with partner organisations.

6. Practical arrangements

6.1 CB agrees to:

6.1.1 pay AR’s reasonable expenses

6.1.2 work with AR on risk assessments and health and safety issues;

6.1.3 advise on and provide suitable areas in the Church and grounds for siting of exhibited work, display boards, publicity etc.;

6.1.4 pay for the production and installation of the Work, the cost of which will fall within the budget below.

6.1.5 Support the research and development of the Artwork

6.1.6 Exhibit the artwork [in a manner agreed by AR and CB] for the agreed period in [VENUE NAME]

6.1.7 Provide all marketing and publicity support

6.1.8 Evaluate the project

6.2 AR agrees to:

6.2.1 To liaise with CB in order to facilitate the development, project management and delivery of the project

6.2.2 Prepare a ‘concept’ which can be signed-off by the steering group at the appropriate stage

6.2.3 Work in a way that respects the liturgical, ecclesiastical and practical functions of the daily life of the Church and the fabric of the building.

6.2.4 Prepare prototypes of items to be exhibited where appropriate

6.2.5 Work within relevant health and safety guidelines.

6.2.6 Contribute to the evaluation of the project.

7. Safeguarding

AR undertakes to comply with the Church’s safeguarding guidelines in force from time to time.

8 Indicative project schedule

Artist appointed [DATE]

Scheme overview agreed with steering group [DATE]

Final drawings/design from artist [DATE]

Installation [DATE]

Opening [DATE]

Deinstallation [DATE]

9 Remuneration terms and schedule

9.1 In consideration of AR creating the Work using her best aesthetic skill and judgement, AR will be paid a fixed fee of £ (the “Fee”) and supplied with a materials budget of £

9.1.1 £ on signing of this Agreement;

9.1.2 £ on installation of the Work

|  |  |  |
| --- | --- | --- |
| Date | Amount to be paid | Deliverables |
|  | £ | Signature of this Agreement |
|  | £ | Completion of the project including evaluation |
| Total | £ |  |

9.3 All payments shall be made by bank transfer to:

Account name: ……………………

Account No: …………………… Sort Code: ……………………

10. Proper law and jurisdiction

This Agreement shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

Signed by: AR …………………….. Date: ………..

Duly authorised for and

 on behalf of the CB …………………….. Date: ………..