



## Contract for Artist Professional Services and Copyright

NGC Contract Number

This Contract constitutes an agreement between the National Gallery of Canada and a Canadian living artist, hereinafter referred to, respectively, as the NGC and the Artist, as part of the *Scale Agreement* between the NGC and CARFAC/RAAV under the *Status of the Artist Act*, S.C., 1992, c. 33.

### ARTIST OR ARTIST'S REPRESENTATIVE

ARTIST: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: Business: (\_\_\_\_) \_\_\_\_\_ Home: (\_\_\_\_) \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

BN or SIN: \_\_\_\_\_

Your Business Number or Social Insurance Number is required for Revenue Canada Income Tax Purposes.

### AFFILIATION (to be completed by the NGC)

CARFAC       RAAV       Non-member

The check off fee to be remitted to CARFAC or RAAV is to be calculated based on the total fees payable to the Artist under the relevant Contract (exclusive of agreed expenses) with the applicable check off fee percentage to be based on said Artist's membership status with the Association. The applicable check off fee percentage is 5% for a member of the Association and 10% for a non-member of the Association. (*Scale Agreement*, 7:03, 9:01). For more information on the *Scale Agreement*, please refer to <http://www.carfac.ca/agreements/> or <http://www.raav.org/> or communicate with your professional association.

### NGC REPRESENTATIVE

For purposes of this Contract, the NGC hereby designates the following as the NGC representative:

Name \_\_\_\_\_ Division \_\_\_\_\_

Position \_\_\_\_\_

Day-month-year

Tel (613) \_\_\_\_\_

Email \_\_\_\_\_

### TEMPORARY EXHIBITION

Exhibition Title: \_\_\_\_\_

Proposed NGC Exhibition dates: \_\_\_\_\_

Type of exhibition: Solo  Group  Venice Biennial  Performance

Other  Specify: \_\_\_\_\_

If a group exhibition, total number of artists: \_\_\_\_\_

### PERFORMANCE

(For a definition of 'Performance' and Contract requirements, refer to *Scale Agreement*, 2:02, m)

Performance Title: \_\_\_\_\_

Proposed Performance dates: \_\_\_\_\_

General information: \_\_\_\_\_

Specific requirements (material, equipment, assistance, etc.): \_\_\_\_\_

### PRODUCTION PARTNERSHIP

If the work is acquired by the NGC within five (5) years from the signed Contract date, the investment costs absorbed by the NGC as part of the Production Partnership will be deducted from the purchase price. This arrangement forms part of a separate transaction between the NGC and the Artist and is neither a component of, nor is covered by, the Scale Agreement.

General information: \_\_\_\_\_

### ARTIST PROFESSIONAL SERVICES AND COPYRIGHT FEES

The NGC reserves the right to negotiate the scope of services that extend beyond 3 days to be supported through the project as applies to preparation / production; consultation and installation phases. This may be agreed to as a pre-defined number of days at the specified daily rate or a fixed flat rate fee. These terms may be amended with the mutual consent of both parties (see Terms and Conditions section of this contract).

The NGC reserves the right to monitor the progress of services outlined in the relevant Contract and adjust project requirements and fees accordingly.

Day-month-year

<b>Professional Service Fee</b>					
	<b>1 – 3 days</b>	<b>No. Days</b>	<b>Flat Rate over 3 days</b>	<b>Fee</b>	<b>NGC Fin Code Account-Project-RC XXXXX-XXXXX-XX</b>
Preparation / Production	\$362		over 3 days TBC		
Consultation	\$362		over 3 days TBC		
Installation	\$464		over 3 days TBC		
Lecture/Presentation	—	—	—	\$619	
Skills / Techniques Workshops				Full day: \$619	
				Half day: \$310	
Guided Tour / Artist Conversations	—	—		\$310	
Media Event/Opening	—	—		\$310	
<b>Exhibition Right Fee</b>					
For works created after June 1988 Exhibition title, installation dates:					
<b>Type of Exhibition</b>	<b>Rate / Exhibition Type</b>		<b>Fee</b>	<b>NGC Fin Code Account-Project-RC XXXXX-XXXXX-XX</b>	
Temporary Exhibition: -Type of Solo, Single Work, Group					
Permanent Collection Installation	One-time payment of \$350 per installation				
Performance	\$1,900				
Repeat Performance	\$600				
Cabaret	\$1,000				
<b>Reproduction Right Fee</b>					
<b>Image Use</b>	<b>NGC Acc. No.</b>	<b>Title, Date of Work</b>	<b>Fee</b>	<b>NGC Fin Code Account-Project-RC XXXXX-XXXXX-XX</b>	

<b>Reproduction Right Fee Catalogues or books</b>	<b>Fee</b>	<b>NGC Financial Code (Account – Project – RC)</b>																		
Publication Title, Date: Formula <table border="1"> <tr><td>Retail price:</td><td></td></tr> <tr><td>Print run for retail sale:</td><td></td></tr> <tr><td>Print run not for retail sale:</td><td></td></tr> <tr><td>Total number of pages</td><td></td></tr> <tr><td>Number of pages with illustrations</td><td></td></tr> <tr><td>Number of pages with illustrations by the Artist</td><td></td></tr> <tr><td>Y = (10% of Retail Price x Print Run for Retail Sale) + (5% of Retail Price x Print Run Not for Retail Sale)</td><td></td></tr> <tr><td>T = Y ÷ no. of pages w reprints</td><td></td></tr> <tr><td>Payment to Artist = T x no. of interior pages w reprints by artist</td><td></td></tr> </table>	Retail price:		Print run for retail sale:		Print run not for retail sale:		Total number of pages		Number of pages with illustrations		Number of pages with illustrations by the Artist		Y = (10% of Retail Price x Print Run for Retail Sale) + (5% of Retail Price x Print Run Not for Retail Sale)		T = Y ÷ no. of pages w reprints		Payment to Artist = T x no. of interior pages w reprints by artist			<b>XXXXX-XXXXX-XX</b>
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Front Cover, Back Cover (\$300)																				
Image use inside the catalogue																				

### FEE SUMMARY

<b>Fees for Artist Professional Services and Copyright</b>	<b>Total</b>
Professional Service	
Exhibition Right	
Reproduction Right	
Catalogue	
<b>TOTAL</b>	
<b>Less (X%) Check-off Fee (STATUS)</b>	
<b>TOTAL FEE PAID TO ARTIST</b>	

### PAYMENT OPTIONS

1. For payment of professional and copyright services, the Artist will advise the NGC of their preferred method of payment and provide required banking details. Unless otherwise negotiated, payment will be made within 30 days from the exhibition closing date, or end of the engagement.
2. Both parties may also agree to an alternate method of progress payments.

### TERMS AND CONDITIONS

#### Responsibilities of the Artist

The Artist will perform their obligation and provide the services in full conformity with all requirements as outlined in this Contract and the Scale Agreement.

#### Duration of the Contract

This contract shall be in effect upon the signature by both parties. This Contract will be in effect for the full term of the engagement of the Artist by the NGC.

Day-month-year

**Termination**

Both parties agree that termination of this contract and subsequent cancellation of the engagement of the Artist by the NGC shall be dealt with as outlined in the Scale Agreement, 11:00.

**Modification of Content**

The NGC reserves the right to modify the contents of the exhibition or installation. The NGC will, where possible, consult with the Artist in determining these modifications.

**Dispute Resolution**

Both parties agree that all differences between the parties arising out of the interpretation, application, administration or alleged violation of this Contract shall be dealt with as outlined in the Scale Agreement, Dispute Resolution, 18:00.

**Amendments**

Any modifications or additions to this Contract must be made in writing and signed by both parties. Such modifications and additions must not contradict the terms of the Scale Agreement.

**Privacy**

A copy of this contract will be remitted to either CARFAC or RAAV, as applicable (Scale Agreement, 7:07). Copies of subsequent amendments to this contract will be forwarded to either CARFAC or RAAV.

**Contract**

This document constitutes the entire Contract for professional services, exhibition rights and reproduction rights between both parties and supersedes and replaces any previous documents, correspondence, conversations or other written or oral understanding on these matters, related to this Contract, with the exception of the Scale Agreement.

All parties agree that the National Joint Council Travel Directive apply to Artists acting as independent contractors to the NGC under this Agreement. For more information please refer to: <https://www.njc-cnm.gc.ca/directive/d10/en>

The NGC must remit to CARFAC or RAAV as applicable a check off of the fees payable to the Artist (exclusive of agreed expenses). (Scale Agreement, 9:01).

This Contract is governed by the laws of Ontario and Canada. Any dispute arising out of, or related to, this permission shall be subject to the exclusive jurisdiction of the Ontario courts.

**SIGNATURES**

Both parties agree with the above terms and conditions and this Contract shall be in effect upon signature by all parties.

**FOR THE ARTIST OR ARTIST'S REPRESENTATIVE**

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE NATIONAL GALLERY OF CANADA**

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_