



Schedule A Artist Professional Services Fees Schedule

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

In accordance with section 6:01 of the Scale Agreement, the Artist must be a voting member in good standing of CARFAC or RAAV, or obtain the applicable permit from either Artists' Association according to his or her place of residence if any total payment is over \$300.

In accordance with section 9:01 of the Scale Agreement, the NGC must remit to CARFAC or RAAV, as applicable, a check off of 5% of the fees payable to the Artist.

An annual increase of 1.5% applies to the Schedule A as outlined in the Scale Agreement under section 22:02.

Scope: 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 General Terms and Conditions, no.6 in the Contract for Artist Professional Services and Copyright).

Program Management: The NGC reserves the right to monitor contract progress, from time to time, and adjust project requirement and fees accordingly.

| Services | Professional Service Fees | |
|------------------------|---------------------------|-------------|
| | Full days | Flat rate |
| Preparation/Production | \$300 | over 3 days |
| Consultation | \$300 | over 3 days |
| Installation | \$400 | over 3 days |
| Lecture ~ Presentation | | \$550 |
| Guided tours | | \$250 |
| Media event or opening | | \$250 |



Schedule B Artist Services - Letter of Intent

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

The Letter of Intent outlines the envisaged project and related responsibilities and work required of the NGC and the Artist to further define a prospective project. It is understood that the proposed activities, dates and work description are for communication purposes only until a final contract is signed.

Project Information (subject to change)

Brief project description and list of works attached to this Letter of Intent, if available:

Proposed Project dates: _____

Planned work/services before contract:

- Consultation: _____
- Preparation / Production: _____
- Other: _____

Contract to be issued by (date): _____

Remuneration and Expenses

| Artist services: | Fees | Comments |
|--------------------------|------|----------|
| Preparation / Production | | |
| Consultation | | |
| Other | | |
| Total | | |

| | |
|---|---|
| Less a 5% check off fee (to be remitted to CARFAC or RAAV as per Section 9:00 of the Scale Agreement) | - |
|---|---|

| | |
|---|--|
| Total services fees to be paid to the Artist | |
|---|--|

Expenses (prior to accruing an expense authorization must be obtained from the NGC)

| | Allowance | Comments |
|-------------------|-----------|----------|
| Travel | | |
| Per Diems | | |
| Material Expenses | | |
| Total | | |

General Terms and Conditions

Cancellation

If the NGC fails to follow through or cancels the requirements outlined in the Letter of Intent, the NGC shall reimburse all authorized expenses and compensate for any specifically pre-authorized work undertaken by the artist.

Dispute

The content of this Letter of Intent may not be subject to arbitration.

Privacy

Copy of contract will be remitted to CARFAC/RAAV (see section 7:06 outlined in the Scale Agreement).

Signatures

This Letter of Intent has been executed by the Artist or on behalf of the Artist and on behalf of the NGC by their duly authorized representative.

Artist (if not the artist, name the authorized representative):

Name (Print): _____

Signature: _____ Date: _____

For the National Gallery of Canada

Name (Print): _____

Signature: _____ Date: _____



Schedule C Exhibition Rights

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

Exhibition right applies only for works of art created after June 1988.

In accordance with section 6:01 of the Scale Agreement, the Artist must be a voting member in good standing of CARFAC or RAAV, or obtain the applicable permit from either Artists' Association according to his or her place of residence if any total payment is over \$300.

In accordance with section 9:01 of the Scale Agreement, the NGC must remit to CARFAC or RAAV, as applicable, a check off of 5% of the fees payable to the Artist.

An annual increase of 1.5% applies to the Schedule C as outlined in the Scale Agreement under section 22:02.

1. FEES SCHEDULE FOR TEMPORARY EXHIBITIONS

| Type of Exhibition | Fee to be paid |
|------------------------|---|
| Solo | \$8,250 |
| Single work | \$1,650 |
| Venice Biennial (solo) | \$16,500 |
| Group | Solo rate divided by the total number of artists in the exhibition. Over 12 artists, the minimum payment is capped at \$650 per Artist |

| Performance | Fee to be paid |
|----------------------|----------------|
| One time performance | \$1 650 |
| Repeat performance | \$495 |
| Cabaret | \$825 |

2. FEES SCHEDULE FOR INSTALLATION OF THE PERMANENT COLLECTION

This schedule applies if no Long Term Agreement is in place.

| | |
|--|-------|
| Fees to be paid for the duration of the installation | \$300 |
|--|-------|



Schedule D

LTA

Long Term Agreement regarding the use of an NGC newly-acquired work, donated or purchased, as part of an NGC Permanent Collection Installation

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

INFORMATION ABOUT THE WORK

Title: _____

Date: _____

Value: _____

EXHIBITION RIGHT FEES

Based on the value of the work at the time of purchase/donation, the NGC agrees to pay the following fee to acquire the permission to exhibit the work as part of an NGC Permanent Collection installation. No further permission or compensation will be forthcoming when the work is used as part of a permanent collection installation for as long as the work remains in the collection of the NGC.

ONE-TIME PAYMENT

Value of the work

- Up to \$5,000: 15% of the value of the work
- \$5,001 - \$10,000: 5% of the value of the work + \$500
- Over \$10,000: 4% of the value of the work + \$600, capped at \$3,000

OR

- The payment of \$300 shall be paid in accordance with the current fee schedules of the Scale Agreement for each separate installation of the work in the Permanent Collection.

OTHER TERMS

1. It is understood that all reproduction of the work by the NGC and installation as part of a Temporary Exhibition shall be paid in accordance with the current fee schedules of the Scale Agreement.
2. In accordance with section 6:01 of the Scale Agreement, the Artist must be a voting member in good standing of CARFAC or RAAV, or obtain the applicable permit from either Artists' Association according to his or her place of residence if any total payment is over \$300.
3. In accordance with section 9:01 of the Scale Agreement, the NGC must remit to CARFAC or RAAV, as applicable, a check off of 5% of the fee payable to the artist.
4. Copy of contract will be remitted to CARFAC/RAAV (see section 7:06 outlined in the Scale Agreement).
5. This agreement is governed by the laws of Ontario and Canada. Any dispute arising out of, or related to, this LTA shall be subject to the exclusive jurisdiction of the Ontario courts.
6. Artists' works that are currently under an NGC Long Term License signed prior to the Scale Agreement will expire in the ten year period following 2015. All Long Term Licenses will expire within a ten year period starting in 2015. 2025 will be the final date for the existence of those Licenses.

SIGNATURE

I warrant that I am the sole owner or authorized copyright holder of this work and that I agree to the terms of this agreement.

Name (Print)

Signature

Date



Schedule E Reproduction Rights

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

In accordance with section 6:01 of the Scale Agreement, the Artist must be a voting member in good standing of CARFAC or RAAV, or obtain the applicable permit from either Artists' Association according to his or her place of residence if any total payment is over \$300.

In accordance with section 9:01 of the Scale Agreement, the NGC must remit to CARFAC or RAAV, as applicable, a check off of 5% of the fees payable to the Artist.

An annual increase of 1.5% applies to the Schedule E as outlined in the Scale Agreement under section 22:02.

1. FEES SCHEDULE FOR CATALOGUE

| | |
|----------------------|-------|
| Front and back cover | \$250 |
|----------------------|-------|

| | |
|---|---|
| Image use inside the catalogue: | |
| Y = | 10% of Retail Price multiplied by the Print Run |
| T = | Y divided by number of pages containing illustrations |
| Payment to individual artist = T multiplied by the number of pages of artist's work | |
| <u>Example:</u> | |
| Artist = | Paul |
| Retail Price = | \$50 |
| Print Run = | 1 000 |
| Total number of pages = | 120 pages |
| Total number of pages with illustrations = | 100 pages |
| Total number of pages with illustrations by Paul = | 5 pages |
| Y = | 10% X (\$50 X 1 000) = \$5 000 |
| T = | \$5 000 / 100 pages = \$50 per page |
| Payment to Paul = | \$50 x 5 pages = \$250 |

2. FEES SCHEDULE IF AN EXHIBITION RIGHTS FEE IS PAID FOR A TEMPORARY EXHIBITION

The fee to be paid is \$25 per usage (excludes catalogue, web database, commercial and any other non-exhibition related usage). The duration of the licence for the web use will be for the duration of the exhibition including two months prior and one month after the exhibition.

| Type of usages, such as, but not limited to | Fee to be paid per usage |
|---|--------------------------|
| Ticket, brochure, invitation, ads, press kits, advertisements, NGC web site, NGC online magazine, NGC social media, signage, banner, poster, public presentation, ... | \$25 |

3. FEES SCHEDULE IF AN EXHIBITION RIGHT FEE IS NOT PAID FOR A TEMPORARY EXHIBITION

This section excludes the catalogue, web database and commercial usage.

2015 CARFAC Fees Schedule



Musée des beaux-arts National Gallery
du Canada of Canada



Schedule F Reproduction Rights - Web database

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

In accordance with section 6:01 of the Scale Agreement, the Artist must be a voting member in good standing of CARFAC or RAAV, or obtain the applicable permit from either Artists' Association according to his or her place of residence if any total payment is over \$300.

In accordance with section 9:01 of the Scale Agreement, the NGC must remit to CARFAC or RAAV, as applicable, a check off of 5% of the fees payable to the Artist.

| | |
|----------------------------------|------|
| Fee to be paid per work per year | \$10 |
|----------------------------------|------|