



Contract for Artist Professional Services and Copyright

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. This contract is part of the Scale Agreement between the NGC and CARFAC/RAAV under the Status of the Artist Act, S.C., 1992, c.33.

Contract Number

Number: _____

Artist Information

Name: _____

Address: _____

Phone # home: (____) _____ Cell: (____) _____

E-mail: _____

Other: _____

Is the artist a Member of CARFAC or RAAV?

Yes CARFAC OR RAAV

No If not, in accordance with sections 6:01 and 6:04 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.

Who is the authorized copyright holder, specify if not the Artist: _____

Privacy Information: see clause 7:06 as outlined in the Collective Agreement

NGC Representative

For the purpose of this contract, the NGC hereby designates as the NGC representative:

Name: _____

Exhibitions Management
National Gallery of Canada
380 Sussex Drive
PO Box 427, Station A
Ottawa, Ontario K1N 9N4

Tel: (613) _____ Email: _____

Temporary Exhibition Information (subject to change)

Exhibition title: _____

List of works attached to this contract: Yes No

NGC Exhibition dates: _____

Type of exhibition: Solo Group Venice Biennial Performance

Other: specify: _____

If a group exhibition, how many artist in the exhibition? _____

Performance Information (subject to change)

As defined in the Scale Agreement under the clause 2:02 k): Artistic performance by an artist for Gallery audiences within the context of the NGC exhibition program.

Performance title: _____

Performance dates: _____

General information: _____

Specific requirement (materials, equipment, assistance, ...): _____

Permanent Collection Installation Information (subject to change)

This section applies if a Long Term Agreement is not in place. If a Long Term Agreement in place for this work (check with the NGC Copyright Office)?

Yes If yes, no need to complete this Contract No

Installation dates: _____

Comment: _____

Production Partnership Information

Note: Investment costs absorbed by the NGC as part of a Production Partnership will be deducted from the purchase price in the event of future acquisition of the same work by the NGC, within 5 years of the date of this Contract. This is part of a transaction between the NGC and the artist and is not part of or covered by the Scale Agreement.

General information: _____

Artist's Professional Services and Copyright Fees

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.

I declare I was advised and understand this process, and I hereby release and hold the NGC harmless for all their actions in managing this check off process.

1. Artist's Professional Services Fees:

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 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).

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

Schedule A is part of the Scale Agreement between the NGC and CARFAC/RAAV under the Status of the Artist Act, S.C.,1992, c.33.

Services	Professional Service Fees				Comments
	Daily rate		Flat rate	Total amount to be paid	
	No. days	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		
				Total	

Less a 5% check off fee (to be remitted to CARFAC or RAAV as per Section 9:00 of the Scale Agreement)	-
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Total fees to be paid to Artist	
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2. Artist's Copyright Fees:

2.1 Exhibition Rights Fees for work of art created after June 1988

2.1.1 Temporary Exhibition

Schedule C – Exhibition Rights is part of the Scale Agreement between the NGC and CARFAC/RAAV under the Status of the Artist Act, S.C.,1992, c.33.

Type of Exhibition	Fee to be paid	Comment
Solo	\$8,250	
Single work	\$1,650	
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		
Venice Biennial	\$16,500 (solo)	
Performance	\$1,650	
Repeat performance	\$495	
Cabaret	\$825	

Less a 5% check off fee (to be remitted to CARFAC or RAAV as per Section 9:00 of the Scale Agreement)	-
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Total fees to be paid to Artist	
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2.1.2 Installation of the Permanent Collection if no Long Term Agreement is in place

Schedule C – Exhibition Rights is part of the Scale Agreement between the NGC and CARFAC/RAAV under the Status of the Artist Act, S.C.,1992, c.33.

Fees to be paid for the duration of the installation	\$300
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Less a 5% check off fee (to be remitted to CARFAC or RAAV as per Section 9:00 of the Scale Agreement)	-\$15
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Total fees to be paid to Artist	\$285
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2.2 Reproduction Rights Fees

2.2.1 Catalogue

Schedule E – Reproduction Rights is part of the Scale Agreement between the NGC and CARFAC/RAAV under the Status of the Artist Act, S.C.,1992, c.33. Please consult the Schedule E to determine how to calculate the fee.

Retail price	
Print run	
Total number of pages	
Number of pages with illustrations	
Number of pages with illustrations by the Artist	

Fees to be paid	
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Less a 5% check off fee (to be remitted to CARFAC or RAAV as per Section 9:00 of the Scale Agreement)	-
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Total fees to be paid to Artist	
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2.2.2 If an Exhibition Rights Fee is paid for a Temporary Exhibition (section 2.1.1 of this contract):

Schedule E – Reproduction Rights 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 fee to be paid is \$25 per usage (excludes catalogue, web database, commercial and any other non-exhibition related usage)

Type of usage = \$25 per usage	Fee to be paid	Comment
Ticket		
Brochure		
Invitation		
Ads		
Press kits		
NGC web site		
NGC online magazine		
NGC social media	To be determined	
Signage		
Banner		
Poster		

Public presentation		
Other, please list:		
Total		

Less a 5% check off fee (to be remitted to CARFAC or RAAV as per Section 9:00 of the Scale Agreement)	-
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Total fees to be paid to Artist	
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2.2.3 If an Exhibition Rights Fee is not paid for a Temporary Exhibition (section 2.1.1 of this contract):

Schedule E – Reproduction Rights is part of the Scale Agreement between the NGC and CARFAC/RAAV under the Status of the Artist Act, S.C.,1992, c.33.

For the list of recommended fees, please consult the 2015 CARFAC Fees Schedule.

List the type of usage	Fee to be paid	Comment
Total		

Less a 5% check off fee (to be remitted to CARFAC or RAAV as per Section 9:00 of the Scale Agreement)	-
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Total fees to be paid to Artist	
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2.2.4 Web database

Schedule F – Reproduction Rights – Web database is part of the Scale Agreement between the NGC and CARFAC/RAAV under the Status of the Artist Act, S.C.,1992, c.33.

Fee to be paid per work per year	\$10
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Travel Expenses

The Artist will be compensated for preauthorized expenses for transportation, accommodation, meals and incidental expenses for a period not to exceed _____ days

Transportation:

Airline bus or train tickets (economy class) should be submitted along with parking receipts at the end of the travel period. Original receipts are required for reimbursement.

The NGC will reimburse the Artist taxi costs for transportation to/from airport and, if required, to/from the hotel in Ottawa. Original receipts are required for reimbursement.

If the Artist travels by automobile, the NGC agrees to pay the Artist the Treasury board of Canada applicable reimbursement tariff (\$_____ per kilometer) for the pre-authorized itinerary. In this instance, no receipts or invoices are required.

Transportation cost for a sum not to exceed: \$ _____
 Taxis for a sum not to exceed: \$ _____
 Parking for a sum not to exceed: \$ _____

Accommodation:

The NGC will make the necessary hotel arrangements for the Artist. The hotel will be instructed to invoice the NGC directly for room and taxes only if necessary. The hotel will bill the Artist for all other charges applied to the room. Estimated value of the expense to NGC based on a total of _____ nights is \$_____.

Per Diem:

The NGC agrees to pay the Artist the Treasury board of Canada applicable reimbursement tariff per-diem for meals and incidental expenses during his/her travel per each full day of travel status. Partial travel days can be pro-rated by NGC. Receipts for meals and incidentals expenses are not required.

Maximum payable under this clause is \$_____

Payment, Progress Payments and Method of Payment

Payment will be made by the NGC, within 30 days from the date of submission of an invoice (accompanied by original receipts for travel, parking, and/or taxis) once the work has been completed.

The Artist will inform the NGC of the method by which he/she is to be paid (cheque,...) and will furnish the required details.

Parties may at their discretion agree to a method of progress payments as followed:

a) Payable to the Artist on upon arrival at NGC: _____

b) Payable to the Artist on the day of the Exhibition Opening to the Public: _____

c) Payable to the Artist following exhibition opening, and submission of invoice to NGC: _____

e) Or any other form of progress of payment agreed by parties: _____

General Terms and Conditions

1. Responsibilities of the Artist

The Artist will perform his/her obligation and provide the services in full conformity with all requirements of this Contract and the Scale Agreement.

2. Duration of the Contract

This contract shall be in effect upon signature by all parties. This Contract will be for the term of the engagement of the artist by the NGC.

3. Termination

The parties agree that termination of this contract and the subsequent cancellation of the engagement of the artist by the NGC shall be dealt with as outlined under the Termination clause in the Scale Agreement.

4. Modification of content

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

5. Dispute Resolution

The parties agree that all differences between the parties arising from the interpretation, application, administration, or alleged violation of this Contract shall be dealt with as outlined under the Dispute Resolution clause in the Scale Agreement.

6. Amendments

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

7. Entire Contract

This document constitutes the entire Contract between the parties and supersedes and replaces any previous documents, correspondence, conversations, and other written or oral understanding related to this Contract, with the exception of the Scale Agreement.

Contract Signatures

Both parties agree with the above terms and conditions and this Contract shall be in effect upon signature by all parties. A copy of the Contract shall be forwarded to either CARFAC or RAAV as appropriate (see section 7:06 outlined in the Scale Agreement). Copies of any subsequent amendments to this contract shall also be forwarded to CARFAC or RAAV.

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.

This contract 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 representative):

Name (Print): _____

Signature: _____

Date: _____

For the National Gallery of Canada

Name (Print): _____

Signature: _____

Date: _____