



Musée des beaux-arts du Canada National Gallery of Canada



CARFAC  
CANADIAN ARTISTS REPRESENTATION  
LE FRONT DES ARTISTES CANADIENS



## Schedule D Template Long Term Agreement

### Long Term Agreement regarding the Exhibition Rights and Reproduction Rights of Work(s) in the NGC Permanent Collection

This constitutes an agreement between the National Gallery of Canada ("NGC") and a Canadian living artist, hereinafter referred to, respectively, as the NGC and the Artist. This Long Term Agreement ("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.

#### ARTIST OR ARTIST'S REPRESENTATIVE

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

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.

#### FOR EACH OF THE ARTIST'S WORK(S) IN THE NGC PERMANENT COLLECTION:

##### EXHIBITION RIGHT FEES

The NGC agrees to pay the one-time payment per installation fee set out in Schedule B of the current Scale Agreement to acquire the Artist's permission to exhibit a work by the Artist in the NGC Permanent Collection as part of an NGC Permanent Collection Installation.

##### REPRODUCTION RIGHT FEES

The NGC agrees to pay the fee(s) set out in the Schedule C of the current Scale Agreement to acquire the Artist's permission to reproduce the work(s) for the usages set out in Schedule C.

**OTHER TERMS**

1. It is understood that all installation(s) as part of a Temporary Exhibition and reproduction of the work(s) not covered by this LTA will be addressed in a separate Contract.
2. In accordance with clause 9:01 of the Scale Agreement, the NGC must remit to CARFAC or RAAV, as applicable, a check off of the fees payable to the Artist. The check off fee is based on the total fees payable to the Artist (exclusive of agreed expenses) and said Artist's membership status with CARFAC or RAAV.
3. A copy of this LTA will be sent to CARFAC/RAAV in accordance with clause 7:07 of the Scale Agreement.
4. 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.
5. This LTA supercedes any and all prior long term agreement(s) between the NGC and the Artist entered into prior to April 1, 2015.

**SIGNATURES**

Both parties agree with the above terms and conditions and this LTA 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: \_\_\_\_\_