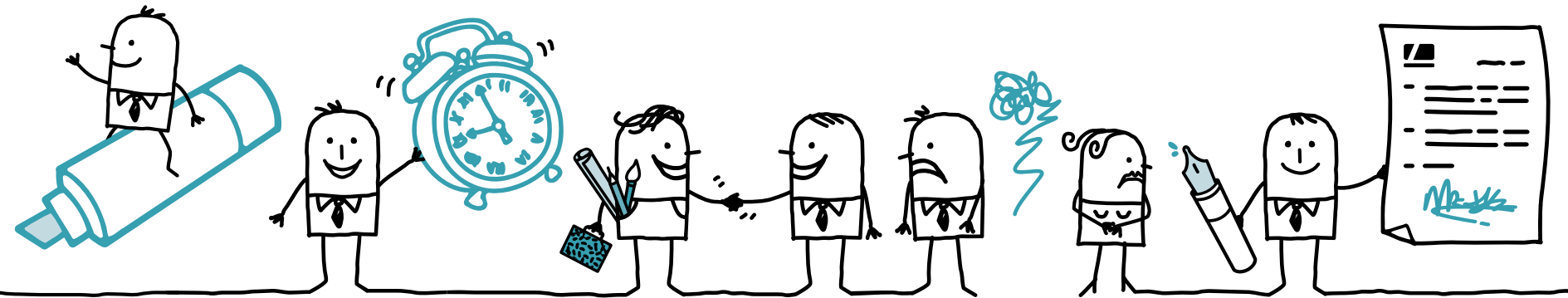
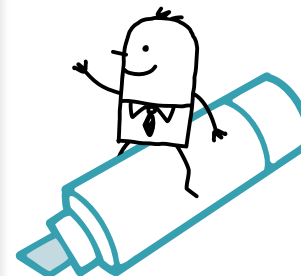


# GUIDE TO DRAWING UP A CONTRACT FOR ARTISTS OR ARTS PROJECTS

things that might help





**Parties to the Contract:**

Contract between **THE HOST ORGANISATION** and **AN ARTIST/PRACTITIONER**, dated XXXXX

**Services:**

HOST ORGANISATION engages AN ARTIST as ARTIST on HOST Organisation's summer art programme

**For the period:** summer 2011

**Incorporating:**

- leading 10 drama workshops for 15-17 year olds, Wednesday evenings, 7-9pm Wed 1<sup>st</sup>, 8<sup>th</sup>, 15<sup>th</sup>, 22<sup>nd</sup>, 29<sup>th</sup> June; Wed 6<sup>th</sup>, 13<sup>th</sup>, 20<sup>th</sup>, 27<sup>th</sup> July and Wed 3<sup>rd</sup> August 2011.
- It is envisaged that Wed 3<sup>rd</sup> August will be a 'sharing' or celebration evening for family members and the group and will not be a regular workshop session.
- Design and planning of workshops with Host's Senior Youth WorkerXXXX.
- Set up and tidy up sessions each evening
- Participation in evaluation exercises after the project

AN shall keep the HOST informed on the progress of the work being performed under this agreement and undertakes to keep records, session outlines and evaluations and to share these with HOST after each session

The services and duties set out above are together referred to as the "**services**".

HOST will communicate via telephone and email in the interim periods and endeavour to keep the time required from AN between sessions to a minimum. HOST appreciate AN's availability on reasonable notice to provide such assistance or information as the HOST may require.

HOST will seek input from AN on group decisions, session design and artistic direction of the project. Where possible decisions will be by consensus but where a strategic line is necessary by HOST, this decision of the HOST will be carried.

The project will be designed in consultation with XXX Senior Youth Worker and be designed to reflect the needs, competencies and resources of the target group as specified by HOST

A representative from the HOST Team will be present at all times during the sessions to support facilitation, delivery, co-ordination, child protection and operations.

All projects are unique. It is worth spending the time to think about what might happen, what might go wrong, and what needs to be clear to everyone in the project. Your contract will be unique to your project. However, many of the standard issues which must be considered are included in this template for a fictitious drama project. You should consider the questions as they apply to your particular project and using the wording to help, rather than cutting and pasting verbatim. You can incorporate the terms you develop into your organisation's own existing template.

Who you're hiring or contracting name and address to go here.

The organisation's name and address to go here.

The period covered by the contract – you should consider the project from start to finish – not just the contact hours with the young people. Planning time, meeting time and evaluation time need to be built in.

This is where you outline exactly what you are hiring the person to do and exactly what you expect.

Who is involved in decision making and how will decision making work, how might you deal with potential conflict?

What arrangement will you come to about your collaboration on the project- who gets a say?

What other supports will be offered.

**Remuneration:**

Remuneration will be payable at the following rates:

- facilitation: XXXper hour for 3 hrs contact time (inc half hour set up, 2 hrs contact time and ½ hr tidy up)
- Planning, design,meetings and evaluation : XXX per hour (to a maximum of 5 hours)

Expected expenses should be communicated to XXX Senior Youth Worker no later than 2 weeks' before the expense is required for agreement.

Remuneration shall be ½ of fee on signing of contract and ½ at completion of project.

AN shall submit invoices to the HOST, setting the hours worked in respect of contact delivery time, meeting and assignment marking for the HOST during the preceding period. The HOST will pay such invoices in accordance with its usual payment terms (28 days)

For the avoidance of doubt the fees are inclusive of any value added tax payable (if applicable).

HOST is entitled to deduct from any sums payable to AN any sums that she may owe the HOST.

**Tax:**

HOST takes no responsibility for the tax affairs or insurance arrangements of freelance consultants and AN Artist undertakes to make provision for her own taxes and public liability insurance.

**Confidentiality:**

It is possible that in the course of your work for HOST you may become aware of sensitive or internal information. It is a condition of your engagement that any such information remains confidential.

It is also possible that in the course of your work you may become aware of sensitive or personal information about some of the participants which should also remain (except in the case of legal or reporting requirements) confidential to the HOST team.

The restriction above does not apply to:

- any use or disclosure authorised by the HOST or as required by law; or
- any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.



What is the rate of pay and what exactly does it cover – is it an hourly rate or is it a flat fee?

Are planning, meeting and check in times built into the project?

Are expenses covered (like travel etc) or do you presume they are covered in the fee?

When and how will the fees be paid.

What is the arrangement about tax and insurance. THIS NEEDS TO BE CLEAR IN ANY PROJECT

What arrangements are you coming to about confidentiality during the project- information about the organisation, about young people involved etc.

**Cancellation by practitioner:**

If you are unable to complete this engagement, any remaining fee will be forfeit.

**Cancellation by HOST:**

HOST reserves the right to cancel this engagement in unforeseen circumstances. The following scale will apply:

2 weeks before engagement: 100% of fee will apply

2-4 weeks before engagement: 75% of fee will apply

4-6 weeks before engagement: 50% of fee will apply

More than 6 weeks notice of cancellation: no fee will apply

**Documentation/Record keeping:**

Workshop/ session outlines should be sent to XXX Senior Youth Worker , no later than 1 week before the intended workshop/session.

Records, assignments and participant marks will be kept as per the outlines in the staff handbook.

HOST reserves the right to take photos and other documentation for documentation, archive, and future promotion purposes.

**Copyright:**

Materials previously developed by you in your freelance or other professional capacity and used on the project remain your property.

Materials developed with HOST, or furnished to you by HOST, for the purposes of the project remain the property of HOST.

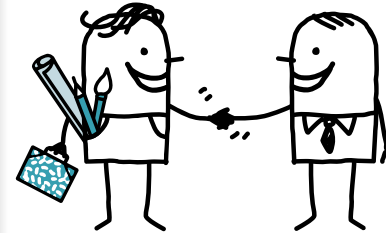
Materials previously developed for the project by HOST, module outlines, curriculum outline, assignments remain the property of HOST.

Material which is the property of HOST may not be used on other projects without HOST's prior permission.

AN Artist may not publicly represent HOST or the project at official engagements (such as delivering at conferences, seminars etc) without HOST's prior permission.

All documents, manuals, hardware and software provided for your use by the HOST, and any data or documents (including copies) produced, maintained or stored on the HOST's computer systems or other electronic equipment (including mobile phones if provided by the HOST), remain the property of the HOST.

HOST acknowledge that you will be credited as project practitioner in relevant promotional and descriptive material relating to the project.



What happens if the project is cancelled?

What would you like to do about record keeping and documentation? How would you like the project documented and who will own the documentation?

What arrangements will you come to about copyright of work created and of workshops, ideas and sessions?

**Conflicts:**

Conflicts of interest should be declared to HOST.

**Child Protection:**

You will be required to complete garda vetting forms for HOST to process. Your contract will be subject to your successful garda vetting in addition to satisfactory references.

Included with this contract is the HOST organisation's Child Protection Policy and Reporting Procedures. Adherence to these is a condition of your contract. XXX Senior Youth Worker will be responsible for answering any questions you might have, indicating for you the designated person for HOST and outlining any additional procedures necessary.

**Other information:**

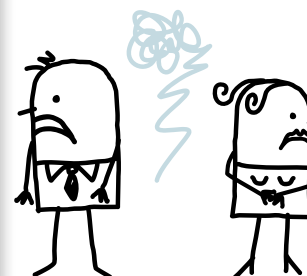
You will be supported in your engagement by the HOST Arts Team. Your responsibilities are as outlined above. XXX Senior Youth Worker's responsibilities will include:

1. Liaising with the artist to make sure the artist is familiar with the dynamic and make up of the group, previous experience in similar projects, any sensitive or relevant information which the artist needs to be aware of.
2. Liaising with the artist on ongoing basis for duration of project, feeding into project planning
3. Making sure the space is booked and ready for sessions
4. Ongoing responsibility for the welfare of the young people (including any support outside sessions, following up non-attendance or issues emerging in sessions, child protection requirements etc)
5. Liaising with HOST Organisation and informing them of project progress
6. Organisation of celebration evening
7. Arranging consent for project participation and documentation

Equipment, materials, technical and other requirements should be communicated to HOST no later than 1 week before the workshop date.

Once dates have been agreed with consultant, venue, participants etc, it may not be possible to rearrange dates and HOST reserves the right to engage an alternative consultant should you need to cancel.

Any HOST property in your possession and any original or copy documents obtained by you in the course of providing the Services shall be returned to of the HOST Senior Youth Worker, at any time on request and in any event prior to the termination of this Agreement. You also undertake to irretrievably delete any information relating to the business of the HOST stored on any magnetic or optical disk or memory and all matter derived from such sources which is in your possession or under your control outside the premises of the HOST.



What will you do about conflicts of interest - if any.

This section should include the standard terms and conditions and wording of Child Protection requirements in your organisation. The artist should be subject to exactly the same requirements and this should be outlined explicitly.

Who will take responsibility for supporting and working with the artist to make sure the information and any requirements are clear.

Who is the designated youth work contact and support on this project who will support the artist. You should outline clearly what the artist's responsibilities are and what the youth worker's responsibilities are.

What arrangement will you come to about equipment, props or materials required for the project. It's better for everyone to know in advance before money is spent!

What do you want to be able to do if the artist needs to cancel?

What arrangement do you want to come to about equipment (cameras etc) lent to the artist for the project, and also what do you want to do about information regarding participants and the organisation in the artist's possession?

**STATUS**

You will be an independent contractor and nothing in this Agreement shall render you an employee, worker, agent or partner of the HOST and you shall not hold yourself out as **such**.

You shall be fully responsible for and indemnify the HOST against any liability, assessment or claim for taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by **law**.

Any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you or any substitute against the HOST arising out of or in connection with the provision of the **Services**.

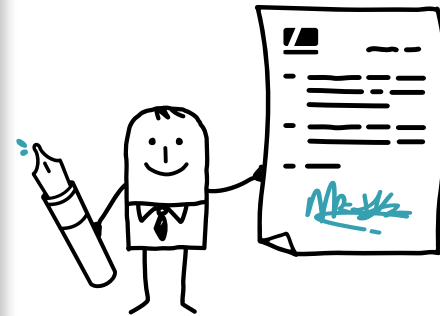
**Signed**

AN Artist

**Signed**

XXX Director/CEO

HOST Youth Work **Organisation**



What arrangement do you want to come to regarding the status of the artist in the organisation?

What arrangement do you want to come to regarding liabilities incurred by the artist?

Make sure to also include any standard terms and conditions of your own organisation (these will vary from group to group) and also any special considerations of this project.

The finished contract should give your organisation a good, clear foundation for the project. However, no contract or project brief will ever replace the need for regular, clear communication and dialogue for the duration of the project.

**Best of luck with your project!**



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[www.youtharts.ie](http://www.youtharts.ie)

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