

## **COLMT/ARTIST-IN-RESIDENCE AGREEMENT**

### **COLMT Bi-annual Residency 2018**

#### **Contemporary Encounters at Leicester Museums: Artists working with Collections**

The artist(s) will need to prove, via their application, a track record of working professionally and independently. There will be regular but limited contact during the residency with an appointed museum member of staff and two members of COLMT.

#### **Our aims for the residency are to:**

- Promote and celebrate the collections of LAMS via a contemporary exhibition or event of work that enables the public to be introduced or to revisit the collections and/or spaces accordingly
- Promote the work of COLMT to visitors and broaden an awareness of its activities and objectives
- Encourage visitors to engage in contemporary art
- Give valuable experience to an individual artist or group collective that enables them to produce a body of work in response to the museum's collections. The resulting work will be shown at New Walk Museum & Art Gallery, Leicester.

#### **Residency details:**

- 1) The nature of the artwork created could result in photography, painting, installation, drawing, sculpture, printmaking, performance, video or other agreed medium.
- 2) The residency is for a period of 3 months between **1<sup>st</sup> May 2018 and 31<sup>st</sup> July 2018**. It is expected that the selected individual(s) commit to the equivalent of 2 days per week or approximately 10 hrs per week during this period.
- 3) The applicant(s) research their approach (and specific collection of interest) before the commencement of the residency. It is expected they can articulate this approach at interview, thus allowing for the development and exploration of work to take place during the duration of the 3 months period.
- 4) The applicant will need to demonstrate an interest in connecting with the public through their work.
- 5) The applicant(s) will not be given a studio space but may be able to negotiate a space, if appropriate, to work during their visits to the collection.
- 6) The applicant(s) will exhibit the outcomes from the residency at New Walk Museum during 2018 and participate in associated public engagement, the nature of which to be clarified at interview stage.
- 7) A total fixed fee of £1,500 is made available in three stages (£500 per month). This includes transport costs and materials.
- 8) Additional exhibition/event costs may be considered after discussion with the artist(s) and the Trustees.

- 9) The residency is open to all applicants as individuals or as a small collective of artists who have a proven track record of collaboration.
- 10) COLMT encourages diversity and seeks applications from all ages, backgrounds and beliefs. Applications from artists with a disability are welcomed and all reasonable efforts will be made to accommodate any additional needs.

**COLMT expects that the selected artist(s) will:**

- Be independent practitioners and able to work within the resources available (e.g. fee, limited access to collections and spaces)
- Produce original and new pieces of work (which do not have to be permanent)
- Produce a finished and professional body of work that can be exhibited at New Walk Museum & Art Gallery
- Engage with the allocated LAMS member of staff and the two COLMT trustees leading the project via informal contact and a formal monthly meeting
- Be willing to be part of any publicity and be a good ambassador for COLMT and LAMS

**How to apply:**

To apply for the COLMT residency:

- forward a letter of application
- a 750 word proposal that indicates how you will use our museum collections
- a C. V. with six images or links to video/sound pieces and/or a website

Please do not send videos as attachments.

Email your application, titled "COLMT Residency Application" to: [museums@leicester.gov.uk](mailto:museums@leicester.gov.uk)

The deadline for applications is **Wednesday 31<sup>st</sup> January 2018 at 12 noon**

**THIS AGREEMENT** is made the **XX day of XXXX 2018**

**BETWEEN:**

1. **CITY OF LEICESTER MUSEUM TRUST** registered at [Address] (“COLMT”); and
2. **NAME OF ARTIST** at [Address] (the “Artist”)

**IT IS HEREBY AGREED AS FOLLOWS:**

**1. Definitions and Interpretation:**

- 1.1 **COLMT:** City of Leicester Museums Trust (registered charity number: 527876); the organisation offering and managing the Residency. COLMT may authorise LAMS to act as its agent and delegate operational matters, where appropriate
- 1.2 **The Artist:** The Artist engaged by COLMT for the agreed Residency period. Name: **XXXXXXX**
- 1.3 **The Work/s:** Any original work, in any medium, (including preparatory work) created during the period of the Residency
- 1.4 **LAMS:** Leicester Arts & Museums Service on behalf of Leicester City Council
- 1.5 **The Residency:** The agreed 3-month period of engagement by COLMT of the Artist. From **1<sup>st</sup> May 2018 to 31<sup>st</sup> July 2018**
- 1.6 **The Location:** The main venue/s where the Artist will be engaged in their Residency work
- 1.7 **Not-for-Profit:** Purposes for which the parties derive no direct financial benefit (i.e. COLMT/ LAMS use, such as promotion of the Work/Residency, collections-related, educational, research)
- 1.8 **Schedule:** Timetable to clarify who will do what, where and when (see Appendix 1)

**2. Obligations of the Artist:**

- 2.1 The Artist agrees to fulfil the delivery of this Agreement in a professional manner, understanding their liabilities and obligations and providing adequate information for monitoring (i.e. images, documentation, proof of delivery, social media posts)
- 2.2 The Artist will have provided a written, signed statement of intent at the time of appointment. This can evolve throughout the period of the Residency but any evolution must be discussed with COLMT to ensure quality work is delivered by the due date

- 2.3 There is an expectation that there will be public engagement during the Residency. The exact nature of this engagement will be discussed at the regular meetings with COLMT and LAMS
- 2.4 There are no legal impediments to the Artist signing this Agreement (i.e. fraudulent representation or conflicts of interest)
- 2.5 The Artist will provide evidence that they have adequate insurance cover of not less than £1,000,000 [one million GB Pounds] for Public Liability and adequate professional insurance to cover any personal loss, damage or illness during the period of Residency
- 2.6 The Artist agrees to abide by the Council's policies on Equalities, Health & Safety, Data Protection Act, etc. [policies are available for reference]
- 2.7 The Artist will use their best endeavours to protect the COLMT Bi-annual Residency and not bring COLMT, LAMS, Leicester City Council, its buildings, officers or reputation into disrepute.
- 2.8 The Artist will be personally liable for paying any VAT, National Insurance and Income Tax due on fees paid by COLMT
- 2.9 The Artist is responsible for providing their own accommodation, subsistence, transport and materials
- 2.10 The Artist will also mainly work off-site with access to the venue/s and any storage facilities to be agreed with LAMS
- 2.11 The Artist will communicate regularly with COLMT and attend regular meetings with COLMT and LAMS representatives to update on progress and any public engagement activities [see Schedule 1]
- 2.12 The Artist will take part in promotional work (including media) to promote the Residency, the Artist's work and the display at the end of the Residency
- 2.13 Should COLMT express an interest in purchasing the work, they will be given first-refusal to purchase

### **3. Obligations of City of Leicester Museums Trust (COLMT):**

- 3.1 Undertake to pay the Artist according to agreed schedule, providing the Artist has delivered satisfactory work
- 3.2 COLMT is not obliged to pay the Artist if work has not been delivered or is unsatisfactory [see Termination of Contract]
- 3.3 COLMT will work with LAMS to monitor progress and quality

- 3.4 COLMT will work with LAMS to exhibit the Artist's completed Work/s at New Walk Museum & Art Gallery as a display about the Residency and the work of COLMT
- 3.5 COLMT will contribute to presentation costs, photography of the Work/s and promotion of the exhibition
- 3.6 COLMT is not bound to purchase of the completed Work/s but will be given first refusal should they express an interest. Any purchase will be negotiated and covered by a separate Purchase Agreement

#### **4: Obligations of Leicester Arts & Museums Service (LAMS):**

- 4.1 LAMS undertakes to provide appropriate and managed access to their spaces and collections for the Artist to perform their role as Artist-in-Residence, for the period indicated, as agreed in writing
- 4.2 There will be no dedicated space and storage facilities provided by LAMS, but arrangements can be made - at mutually agreeable times and subject to other museum activities - to provide appropriate space at no charge to the Artist during the Residency
- 4.3 LAMS will also provide suitable space to showcase the finished Work/s, the Residency, promote the work of COLMT and will lead on promotion for the event
- 4.4 LAMS will inform the Artist of any events, activities or works in their Museum/s which may affect the role of the Artist or limit access to the property
- 4.4 LAMS will provide presentation costs of the Work/s with COLMT covering any additional costs involved
- 4.5 LAMS shall provide photography of the finished Work/s on behalf of COLMT and will make such photography available to the Artist

#### **5. Schedule:**

The agreed Schedule will include a timetable indicating the dates by which each party will deliver on their responsibilities [see **Appendix 1**]. This includes delivery of services, reporting and communications along with payments due. Any amendments to the Schedule must be agreed in writing by all parties.

#### **6. Payments:**

- 6.1 The Artist will be paid a total of £ 1,500.00 upon safe delivery of the commissioned Work/s and any additional obligations required by this Agreement

6.2 On receipt of an invoice from the Artist to COLMT, payment/s will be made by cheque on the date/s given in the Schedule subject to fulfilment of obligations contained in this Agreement:

Payment 1	date TBA
Payment 2	date TBA
Payment 3	date TBA

## **7. Intellectual Property Rights**

### **7.1 Copyright:**

The Artist (their heir or assignee) retains copyright in their Work/s and will be acknowledged as the creator. The Artist or their estate will advise if their copyright is vested in, inherited or assigned to any party other than the Artist

### **7.2 Moral Right:**

COLMT and LAMS will protect the integrity of the Work/s and not allow any defacement, inappropriate use or any other acts which will bring the Artist or their Work into disrepute

### **7.3 Ownership Rights:**

The Artist will remain the owner of the Work/s unless COLMT exercise their right to purchase the finished Work/s

### **7.4 Reproduction Rights:**

a) Subject to this Agreement, each party is granted a worldwide, royalty-free non-exclusive licence, in perpetuity, to permit them to reproduce the Work/s for any not-for-profit use

b) COLMT/LAMS will seek the Artist's written permission, subject to appropriate terms of use, to reproduce the Work/s in any commercial product or medium they may publish directly. Each party will not withhold such approval unreasonably

c) Any third party request to reproduce the Work/s will be forwarded to the Artist and will not be permitted without the Artist's written permission and payment of any copyright fee.

### **7.5 Survival:**

Intellectual Property shall survive termination or expiry of this Agreement

## **8. Termination of Contract**

**8.1** COLMT may terminate the Agreement with immediate effect without notice and without any liability to make any further payment to the Artist (other than in respect of amounts accrued before the Termination Date) if at any time:

- 8.1.1** the Artist commits any gross misconduct affecting COLMT and/or LAMS
  - 8.1.2** the Artist commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of COLMT and/or LAMS
  - 8.1.3** the Artist is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or the Artist is, in the reasonable opinion of COLMT and/or LAMS, negligent or incompetent in the performance of the Service;
  - 8.1.4** the Artist commits any fraud or dishonesty or acts in any manner which in the opinion of COLMT and/or LAMS brings or is likely to bring the Artist, COLMT and/or LAMS into disrepute or is materially adverse to the interests of COLMT and/or LAMS
  - 8.1.5** the Individual is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 5 (five) days in any 4 (four) week consecutive period. Progress and development of work will be discussed with COLMT. Reasonable adjustments for disabilities, including extension to Residency period, may be made if COLMT is advised these may be required prior to appointment
- 8.2** In the event that at any time the sum due to the Artist from COLMT under an undisputed invoice has been overdue for payment for a period of 60 days or more, COLMT will have committed a default ("Default"). The Artist may terminate this agreement in the event that COLMT commits a Default by giving 30 days' written notice to COLMT. In the event that COLMT remedies Default in the 30 day notice period, the Artist's notice to terminate this agreement shall be deemed to have been withdrawn.

**Governing Law:**

This Agreement is governed by English law

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This Agreement is effective from the date of signing by both parties and is held to be fully understood and mutually agreed:

**FOR AND ON BEHALF OF COLMT**

**THE ARTIST**

Printed Name:

Printed Name:

Signature:

Signature:

Date:

Date:

## APPENDIX 1

Schedule: Timetable to clarify who will do what, where and when from signing of Agreement to end of display

[TO BE AGREED]

## APPENDIX 2

Further information:

### **COLMT**

The City of Leicester Museums Trust (COLMT) is a dedicated charity established in 1930 to purchase a wide range of objects for Leicester City Museums Service. Since then, through the generosity of visitors, COLMT has contributed over £200,000 in the last two years towards the museums and galleries' collection. The Trust manages and administers money collected through museums donation boxes, private donations and bequests, using funds to purchase items for the collections. This has enabled many important acquisitions to be made in recent years, for the benefit of Leicester's inhabitants and visitors.

### **Leicester Arts and Museums**

Leicester museums was born in 1849 when it first took responsibility for a collection of objects of scientific and cultural interest from the Leicester Literary and Philosophical Society and opened a permanent museum to show them. Since then our collections have continued to grow in size and significance and we currently manage a family of four complimentary museums across Leicester. Together they offer a rich resource for everyone to learn, be inspired and entertained.

Leicester City Council runs several museums:

- New Walk Museum & Art Gallery displays fine and decorative art, world arts and crafts, natural history, fossils and geology, Ancient Egyptians, temporary exhibitions including contemporary visual arts programme.
- Newarke Houses Museum displays local and social history and incorporates Museum of the Royal Leicestershire Regiment.
- The Guildhall is a historic civic building dating back to medieval times with associated collections.



- Abbey Pumping Station Museum is the city's former sewage pumping station; displays original locally-manufactured beam engines and associated interpretation, including transport and industrial collections.

In addition:

- The museums have a number of storage facilities for collections. Euston Street Store is a central collections store and resource centre in a converted warehouse with dedicated research and conservation facilities.

For further information visit:

<https://www.leicester.gov.uk/leisure-and-culture/museums-and-galleries/our-venues/>