

# FORM OF AGREEMENT

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**CLIENT** Local Authority  
**ARTIST** John Doe  
**TITLE** Art Project Name  
**LOCATION** Place  
**DATE** 23/10/2020

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## COMMISSION AND SALE AGREEMENT

- This agreement is made on the **XXXXXX** between **XXXX Local Authority** having its principal offices at **Address**, of the One Part, hereafter known as **"The Client"** and **Artist Name** of **address** of the Other Part, hereafter known as **"The Artist"**.

## THE COMMISSION

- The Artist agrees to complete the programme of work entitled **"XXXXXX"** hereafter known as **"The Work"**, as detailed in **Appendix 1**.
- The Work will be completed not later than **XXXXXX** hereafter known as **"The Completion Date"**.

## THE WORK

- The Work will consist of those activities and outputs as outlined in Appendix 1.
- At the Completion Date, The Artist must have carried out those activities and produced and presented The Work.

## FEES AND PAYMENT

- In consideration of the creation of The Work, under the terms of this Agreement, The Client agrees to pay The Artist in the amount of **€ XXXXXX** thereafter known as **"The Agreed Sum"**.
- The Agreed Sum is inclusive of all artists' fees, costs, personal expenses, VAT, insurance and any other costs to the Artist associated with the development of The Work. The Agreed Sum does not include any non-personal costs associated with the development of the Work such as production, presentation etc., a budget for which is provided for separately.
- The Artist will be paid The Agreed Sum on receipt of invoices in accordance with the following schedule:

| Item | Fee     | Details                                | Date       |
|------|---------|--|------------|
| 1    | € XXXXX | upon commissioning                     | (this day) |
| 2    | € XXXXX | upon [an agreed mid project milestone] | XXXXX      |
| 3    | € XXXXX | upon completion of contract.           | XXXXX      |

The Clients shall certify the satisfactory attainment of each stage.

- The Artist will submit to The Client, a current Tax Clearance Certificate before payment is made.
- The Commission will be managed by **XXXXX** and all payments will be made to The Artist by **XXXXX** hereafter known as **"The Project Manager"**

**COPYRIGHT, SALE & TITLE**

- The Artist agrees to sell The Work when completed to The Client for The Agreed Sum.
- The Artist retains copyright to The Work.
- The Client retains the right to present The Work in perpetuity.
- The Artist gives consent to The Client to reproduce images, documentation and any other material related to The Work for any purpose.

**ORIGINALITY**

- The Artist warrants that The Work will be original.

**CHILD PROTECTION**

- With respect to working with people under the age of 18 years, the Artist will ensure that they and any persons they engage, are familiar with and adhere to The Client’s Child Protection Policy.
- The Artist will -
  1. Supply to The Client the names and addresses of two referees for whom they have carried out work which involved working with children or young people.
  2. At a minimum to complete, or have completed, Tusla’s Children First E-Learning Programme (or equivalent as agreed with The Client).
  3. Have been Garda vetted by The Client.

**RECORD**

- The Artist will make, retain and supply to The Client reasonable documentation of the process of devising and presenting The Work which may include images, text and video.

**ACKNOWLEDGEMENT**

- The Client will at all times acknowledge The Artist as creator or co-creator of The Work.

**DURATION**

- This Agreement will be binding upon the parties, their assigns and all other successors in title.

**ARBITRATION**

- Any dispute arising from this Agreement or the interpretation thereof shall be referred to the arbitration and final determination, of an arbitrator to be agreed between the parties hereto or in default of agreement to be appointed by The Client.

**PROPERLAW**

- This Agreement is governed by the law of the Republic of Ireland.

**SIGNATORIES TO THE AGREEMENT**

\_\_\_\_\_ - for The Artist

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_ - for The Client

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

## **APPENDIX I - PARTICULARS OF THE WORK**

- 1. Background to the project**
- 2. The Process**
- 3. Outputs**
- 4. Desired Outcomes**
- 5. Schedule**
- 6. Budget**