



Contract for Artist Professional Services and Copyright

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NGC Contract Number

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, as 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

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.

I give permission to the NGC to share the above information with CARFAC/RAAV or with my representative for payment purposes only:

Yes No

For Privacy information, please refer to *Scale Agreement*, 7:06.

AFFILIATION

Please indicate if you are a member of: CARFAC RAAV No

If any total payment is over \$300, the Artist must be a voting member in good standing of either CARFAC or RAAV, or obtain the applicable permit, depending on your place of residence (*Scale Agreement*, 6:01, 6:04). For more information on the *Scale Agreement*, please refer to <http://www.carfac.ca/> or <http://www.raav.org/> or communicate with your professional association.

- Copyright Collective CARCC SODRAC Other _____

NGC REPRESENTATIVE

For purposes of this Contract, the NGC hereby designates the following as the NGC representative:

Name _____ Division _____

Position _____

Tel (613) _____ Email _____

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



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TEMPORARY EXHIBITION

Exhibition Title: _____

A list of works is attached to this contract: Yes No

Proposed NGC Exhibition dates: _____

Type of exhibition: Solo Group Venice Biennial Performance

Other Specify: _____

If a group exhibition, total number of artists: _____

PERFORMANCE

(For a definition of 'Performance' and Contract requirements, refer to *Scale Agreement*, 2:02, k)

Performance Title: _____

Proposed Performance dates: _____

General information: _____

Specific requirements (material, equipment, assistance, etc.): _____

PERMANENT COLLECTION INSTALLATION

Is an NGC or Scale Long Term Agreement in place with the artist? NGC Copyright Office to confirm.

NGC LTA

Scale Agreement LTA

Installation dates: _____

Comment: _____

PRODUCTION PARTNERSHIP

If the work is acquired by the NGC within five (5) years from the signed Contract date, the investment costs absorbed by the NGC as part of the Production Partnership will be deducted from the purchase price. This arrangement forms part of a separate transaction between the NGC and the Artist and is neither a component of, nor is covered by, the Scale Agreement.

General information: _____

ARTIST PROFESSIONAL SERVICES AND COPYRIGHT FEES

When the scope of services for preparation/production, consultation or installation phases extends beyond three (3) days, the NGC reserves the right to negotiate the terms and conditions of these services. The payment schedule for extended services may be agreed upon between the NGC and the Artist as either a pre-defined number of days at the specified daily rate or as a fixed flat rate fee.

These terms may be amended with the mutual consent of both parties (see *Contract for Artist Professional Services and Copyright*, Terms and Conditions, 6).

The NGC reserves the right to monitor the progress of services outlined in this Contract and to adjust project requirements and fees accordingly.



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PROFESSIONAL SERVICE FEE

Artist Professional Service Fee Schedule Letter of Intent	1 – 3 days	No. days	Flat rate over 3 days	Fee	NGC Financial Code (Account – Project – 32)
Preparation/Production	\$300 / day				
Consultation	\$300 / day				
Installation	\$400 / day				
Lecture ~ Presentation	-----	-----	\$550		
Guided tours	-----	-----	\$250		
Media event or opening	-----	-----	\$250		
Other					
Total					

Total Fee	
Less 5% Check-off Fee	
Artist Fee	

EXHIBITION RIGHT FEE

Temporary Exhibition Applies only to works created after June 1988	Fee	NGC Financial Code (Account – Project – 33)
Solo	\$8,250	
Single work	\$1,650	
Group Show No. of Artists: Solo Fee ÷ No. of Artists = Group Show Fee \$8,250 ÷ _____ = \$_____ Over 12 artists, minimum fee capped at \$650 / artist		
Venice Biennial (Solo)	\$16,500	
Performance	\$1,650	
Repeat performance	\$495	
Cabaret	\$825	

Total Fee	
Less 5% Check-off Fee	
Artist Fee	

Permanent Collection Installation Applies only if NGC or Scale Long Term Agreement is not in place Applies only to works created after June 1988	Fee	NGC Financial Code (Account – Project – 33)
One-time payment of \$300 per installation		

Total Fee	
Less 5% Check-off Fee	
Artist Fee	



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REPRODUCTION RIGHT FEE

If an Exhibition Right Fee is paid for a Temporary Exhibition

Repro fee is \$25 per use per work:

Excludes catalogue, web database, commercial, any other non-exhibition related usage

USES:

WEB: NGC web site, NGC online magazine, NGC Social Media

GRAPHIC: Signage, Banner, Poster

PROMOTIONAL: Press Kit, Brochure, Ticket, Invitation, Advertisement

PRESENTATION

OTHER

Image Use	NGC Acc. No	Title, Date of Work	Fee	NGC Financial Code (Account – Project – 33)

Total Fee	
Less 5% Check-off Fee	
Artist Fee	

If an Exhibition Right Fee is NOT paid for a Temporary Exhibition

Consult current year's CARFAC-RAAV Fee Schedule on CARCC'S website at <http://www.carcc.ca/feeschedules.html>

Image Use	NGC Acc. No	Title, Date of Work	Fee	NGC Financial Code (Account – Project – 33)

Total Fee	
Less 5% Check-off Fee	
Artist Fee	

Catalogue Publication Title, Date:	Fee	NGC Financial Code (Account – Project – 33)																		
<p>Formula</p> <table border="1"> <tr><td>Retail price:</td><td> </td></tr> <tr><td>Print run:</td><td> </td></tr> <tr><td>Total number of pages</td><td> </td></tr> <tr><td>Number of pages with illustrations</td><td> </td></tr> <tr><td>Number of pages with illustrations by the Artist</td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td>A = (10% of retail price) x Print run</td><td> </td></tr> <tr><td>B = A ÷ no. of pages w repros</td><td> </td></tr> <tr><td>Fee to Artist = B x no. of interior pages w repros by artist</td><td> </td></tr> </table>	Retail price:		Print run:		Total number of pages		Number of pages with illustrations		Number of pages with illustrations by the Artist				A = (10% of retail price) x Print run		B = A ÷ no. of pages w repros		Fee to Artist = B x no. of interior pages w repros by artist			
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Print run:																				
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B = A ÷ no. of pages w repros																				
Fee to Artist = B x no. of interior pages w repros by artist																				

Front Cover (\$250), Back Cover (\$250)		
Interior (B x no. of pages w repros by artist)		
Other		

Total Fee	
Less 5% Check-off Fee	
Artist Fee	



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FEE SUMMARY

Fees for Artist Professional Services and Copyright	Total
Professional Service	
Exhibition Right	
Reproduction Right	
Catalogue	
TOTAL FOR PROF SERVICES / COPYRIGHT	
Less 5% Check-off Fee	
TOTAL FEE PAID TO ARTIST	

PAYMENT OPTIONS

1. For payment of out-of-pocket expenses, the Artist will be reimbursed within 30 days from the date of invoice submission to the NGC. The invoice must include original receipts for all parking and public transportation.
2. For payment of professional and copyright services, the Artist will advise the NGC of his/her preferred method of payment and provide required banking details. Unless otherwise negotiated, payment will be made within 30 days from the exhibition closing date.
3. Both parties may also agree to an alternate method of progress payments.

TERMS AND CONDITIONS

Responsibilities of the Artist

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

Duration of the Contract

This contract shall be in effect upon the signature by both parties. This Contract will be in effect for the full term of the engagement of the Artist by the NGC.

Termination

Both parties agree that termination of this contract and subsequent cancellation of the engagement of the Artist by the NGC shall be dealt with as outlined in the Scale Agreement, 11:00.

Modification of Content

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

Dispute Resolution

Both parties agree that all differences between the parties arising out of the interpretation, application, administration or alleged violation of this Contract shall be dealt with as outlined in the Scale Agreement, Dispute Resolution, 17:00.

Amendments

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

Privacy

A copy of this contract will be remitted to either CARFAC or RAAV, as applicable (Scale Agreement, 7:06). Copies of subsequent amendments to this contract will be forwarded to either CARFAC or RAAV.

Contract

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

NGC will remit a check-off fee of 5% of the total amount payable to the Artist to either CARFAC or RAAV (Scale Agreement, 9:01).

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.



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SIGNATURES

Both parties agree with the above terms and conditions and this Contract 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, FINANCE DEPARTMENT

Name (Print): _____

Signature: _____

Date: _____