



Letter of Intent

NGC Contract Number

The Letter of intent constitutes an agreement between the National Gallery of Canada and a Canadian living artist, hereinafter referred to, respectively, as the NGC and the Artist. This Letter of Intent is part of the Scale Agreement between the NGC and CARFAC/RAAV under the *Status of the Artist Act*, S.C., 1992, c. 33.

The Letter of Intent outlines the envisaged project, related responsibilities and services required of both the NGC and the Artist to further define a prospective project. It is understood that the proposed activities, dates and description of services are for communication purposes only until a final *Contract for Artist Professional Services and Copyright* is signed.

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 _____

PROJECT INFORMATION

Brief project description and list of works, attached, as available:



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PROFESSIONAL SERVICE FEE

	1 – 3 days	No. days	Flat rate over 3 days	Fee	NGC Financial Code (Account – Project – 32)
Preparation/Production	\$300 / day				
Consultation	\$300 / day				
Other					
Total					

Total Fee	
Less 5% Check-off Fee	
Artist Fee	

Proposed Project dates: _____

Contract to be issued by (date): _____

PAYMENT OPTIONS

- 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.
- 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.
- Both parties may also agree to an alternate method of progress payments.

TERMS AND CONDITIONS

Check-off Fee

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). I declare that I have been advised and understand this process and hereby release and hold harmless the National Gallery of Canada of all their actions related to the management of this check-off process.

Cancellation

If the NGC fails to follow through or cancels the requirements as outlined in this Letter of Intent, the NGC shall reimburse for any specifically pre-authorized work undertaken by the Artist.

Dispute

The content of this Letter of Intent may not be subject to arbitration.

Privacy

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

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: _____