




Artist Commissioning Contract Crib Sheet

WHO	This is a contract between FACT and [Name of Artist]	
WHAT	This is an agreement to [produce an artwork / exhibition / performance / learning project / resource undertake a residency participate in an event] called “[title of project]”.	
WHY	[title of project] is part of FACT’s [title of specific programme/season]	
WHEN	DD MM YYYY – DD MM YYYY	
HOW	Making	
	DD MM YYYY	Lorem ipsum dolor sit amet, consectetur adipiscing.
	DD MM YYYY	Nunc mollis, nisl sit amet interdum semper, arcu.
	Presenting	
	DD MM YYYY	Lorem ipsum dolor sit amet, consectetur adipiscing.
	DD MM YYYY	Nunc mollis, nisl sit amet interdum semper, arcu.
	Publicising	
	DD MM YYYY	Lorem ipsum dolor sit amet, consectetur adipiscing.
	DD MM YYYY	Nunc mollis, nisl sit amet interdum semper, arcu.
	Documenting	
	DD MM YYYY	Nunc mollis, nisl sit amet interdum semper, arcu.
	Evaluating	
DD MM YYYY	Lorem ipsum dolor sit amet, consectetur adipiscing.	
DD MM YYYY	Nunc mollis, nisl sit amet interdum semper, arcu.	
BUDGET	£XXX.XX	Total project budget
	£XXX.XX	Total artist’s fee
CONTACT	Your key contact is [Name], XXX@fact.co.uk, [Telephone no] Send invoices to XXX@fact.ac.uk	

 This Crib Sheet is not part of our contract, but it contains information from the contract for easy referencing.



A contract to produce / undertake / participate in
[title of project]

[date of contract]

PARTIES¹

FACT (Foundation for Art & Creative Technology) of 88 Wood Street, Liverpool, L1 4DQ
and
[Full Name of artist] of [Address] (and will be referred to in this contract as “First Name”)

AGREEMENT²

FACT and [“First Name”] agree to [produce an artwork / exhibition / performance / learning project / resource | undertake a residency | participate in an event] titled “[Title of project]” from DD MM YYYY to DD MM YYYY according to the terms³ set out within this agreement. [“First Name”] agrees to deliver outcomes to FACT on time as set out in the [Agreed Timeline](#) and to carry out his/her/their responsibilities and undertake [work](#) as set out in this contract. FACT agrees to pay [“First Name”] according to the agreed [Fee Installments](#) in consideration for this work and to carry out [FACT’s Responsibilities](#) as set out in this contract.

¹ 🗨️🗨️ “Parties” to a contract are the people or organisations who sign an agreement. For example, you and FACT are parties to this contract.

² 🎯 An “agreement” and a “contract” mean the same thing.

³ 🗺️ The “terms” in a contract describe the conditions, promises or expectations in the contractual working relationship.

WORK

["First Name"] will carry out work, which comprises the Making, Presenting, Publicising, Documenting and Evaluating of "[title of project]". (from here on to be referred to as "[short title]").

"[short title]" is [brief description of the project].

MAKING

["First Name"] agrees to:

- create / produce / undertake / participate in [short title] according to the agreed [timeline](#) and [budget](#);
- manage any purchasing, processing or production of materials in consultation with FACT and within agreed [budgets](#);
- observe FACT's personal conduct, health & safety, and equalities policies during the project.

PRESENTING

- [First Name] will present the [artwork / exhibition / performance / learning project / public event / resource / residency] at FACT from [DD MM YYYY] to [DD MM YYYY] and on FACT's online channels.
- If [First Name] wishes to present [short title] elsewhere during this period, this must be agreed in advance with FACT in writing.
- [First Name] and FACT agree that wherever and whenever [short title] is exhibited or presented, FACT's logos and web addresses shall be used where reasonable, and the work shall be accompanied by the following words:

"[Artist's Full Name], [short title] (YEAR), commissioned by FACT Liverpool with public funding from Arts Council England and Liverpool City Council."

PUBLICISING

["First Name"] agrees to:

- assist in the promotion of [short title] through their own or FACT's social media channels;
- work with FACT's marketing and communications team to create publicity material (such as text, images, audio, video) to promote [short title];

- attend and participate in promotional or publicity events as outlined in the agreed [timeline](#).

DOCUMENTING

["First Name"] agrees to supply visual, written and other content documenting and reflecting on the progress of the [short title], as necessary for online and other electronic distribution and printed distribution.

EVALUATING

["First Name"] will participate in an evaluation at the end of the process.

[**TOURING** section may be included here where necessary]

FACT'S RESPONSIBILITIES

FACT will:

- provide curatorial support for [First Name];
- support the production of the Work financially and in terms of its technical, spatial and installation or presentation requirements;
- support [First Name] to engage the communities which they are interested in working with;
- create public programmes around the [short title], its research and themes, in collaboration with [First Name]. [First Name]'s availability and fee for participating in any such programmes will be negotiated separately from this contract.
- provide overall project management;
- manage the finances of the project.
- promote and publicise for the project in consultation with [First Name];
- insure and maintain FACT's on-site facilities and equipment necessary for the work;
- ensure access to or procurement of items and facilities;
- support the documentation and archiving of [short title]; and
- where necessary, work with [First Name] to adapt [short title] into a tourable format.

AGREED TIMELINE

[DD MM YYYY]	Develop proposal
[DD MM YYYY]	Sign contract and initial invoice
[DD MM YYYY]	Research
[DD MM YYYY]	Production - Phase 1
[DD MM YYYY]	Production - Phase 2
[DD MM YYYY]	Production - Phase 3
[DD MM YYYY]	Exhibition
[DD MM YYYY]	Public event
[DD MM YYYY]	Deinstallation
[DD MM YYYY]	Completion

BUDGET

£XXX.XX	Artist's fee
£XXX.XX	Artist's production and materials
£XXX.XX	Travel & Accomodation
£XXX.XX	Per Diems
£XXX.XX	Installation Materials
£XXX.XX	Interpretation
£XXX.XX	Shipping
£XXX.XX	TOTAL BUDGET



If you invite other practitioners to develop this [short title], their fees should be paid from the above totals unless agreed otherwise. If necessary, FACT may require these collaborators to agree to separate contracts.



At the end of the project, you may keep any production materials you have purchased specifically for [short title] out of the above budget.

ARTIST'S FEE INSTALMENTS

[DD MM YYYY]	£XXX.XX	First installment, paid upon signing of the contract (50%)
[DD MM YYYY]	£XXX.XX	Second installment, paid upon [xxx xxxxxx xxx] (25%)
[DD MM YYYY]	£XXX.XX	Third installment, paid upon [xxxx xxxxxx xxx] (25%)
	£XXX.XX	TOTAL FEE



Payments will require 30 days notice.



FACT will not start paying fees unless you have returned a signed copy of this Commissioning Contract.



FACT cannot pay any installment unless you send FACT a valid invoice.




The total fee is the maximum that FACT will pay for the whole project. To be clear, this fee includes everything described in the [Work](#) section of this contract. This includes compensation for images (videos, photos, etc.), recordings (audio files, etc.) and texts you have made available for publicity and presentation of [short title].

TAXES

[First Name] confirms that he/she/they is/are an independent contractor and not an employee of FACT, and is responsible for his/her/their own tax and National Insurance (NI) contributions arising from payments made under this agreement.

INSURANCE

[First Name] agrees to insure any equipment owned by her/him/them⁴ that is used for production of the [short title] (on or off FACT's premises) against loss or damage incurred during the course of this work.

⁴  This refers to equipment you own and are bringing into the project, e.g., your laptop, camera, etc.

Aside from this, FACT confirms that it insures all elements of [short title] from the moment [First Name] sends or transports it to FACT until the end of their presentation at FACT. FACT's insurance also covers the return of the [short title] to [First Name], unless it is already covered by the insurance of a third party, e.g., by another museum or gallery where the work is going to on tour. FACT confirms that it holds public liability insurance cover and insurance for its own equipment.

INTELLECTUAL PROPERTY⁵

[First Name] is the creator of [short title] and therefore owner of all intellectual property and copyright⁶ in the work.

However, [First Name] agrees to:

- give FACT the right to use, exhibit, publish and reproduce the [short name] in any media including advertising brochures, publicity material, film, video, website or television broadcast together with all Rental Rights and Performers' Rights⁷, if applicable;
- give his/her/their permission to use agreed images of him/her/them in information, advertising, promotion materials related to the [short title] and for the purposes of documenting or archiving [short title];

⁵ 🏠 Just like physical property (such as a house, a piece of land or an object), the things that you have created using your mind are also considered property. These can be a story, an artwork, a logo and more, and are called “**intellectual property**”. You own the intellectual property of something you have created, or if you have obtained/purchased the property from their original owner. Find out more [here](#).

⁶ 🎨 In the UK, if you are the original creator of a work such as an artwork, piece of music or a short story, your work is automatically protected from other people copying and distributing it without your permission. This is your “**copyright**” in the work. Copyright is a way that the law protects your intellectual property. Find out more [here](#).

⁷ 🎭 If you are the performer in a work (for example as an actor, performance/live artist, musician), you have “**performers' rights**”. Among other things, you have the right to prevent people from recording or broadcasting a live performance, or to prevent recordings being rented or distributed to the public. Find out more [here](#). Note that if you are **both** the creator and performer of a work, you will own both the copyright and performers' rights in the work.

- allow documentary material about [short title] to be published in print or online as part of FACT’s physical or digital Archives.

MISCELLANEOUS

TERMINATION

- This Agreement can be terminated⁸ by either party giving notice in writing⁹ that setting out the reasons for the termination.
- If the [First Name] or FACT has failed to deliver on any major obligation under this Agreement, either party may send a notice in writing to the other party about their intention to terminate the contract. The defaulting party¹⁰ shall be allowed 14 days to remedy the failure. If they have not remedied the situation satisfactorily within 14 days, they will be sent a second notice in writing to inform them that the Agreement will be terminated within 7 days. [First Name] shall not be entitled to receive any further fee payments if they are the defaulting party. If FACT is the defaulting party, it shall not be entitled to present any work completed to date and must return any such work to [First Name].
- This Agreement will terminate automatically in the event of [First Name]’s death or incapacity¹¹. Should this happen, [First Name] (or his/her/their estate¹²) will receive all payments due up to the date of death or incapacity. FACT may use any work-in-progress and any preliminary designs to complete the Commissioned Work

⁸ 🕒 “**terminate**” means that the contract would be voided and the working relationship would formally come to an end.

⁹ ✉️ “**notice in writing**” in this section means the process of sending an email or signed letter notifying FACT in advance that you wish to terminate the contract, or vice versa.

¹⁰ 🧑 “**defaulting party**” is the person or organisation who has failed to deliver on their obligations or failed to carry out their responsibilities under the contract.

¹¹ 🤖 In law, “**incapacity**” often means that someone no longer has the mental or physical capacity to be a contracting party or to carry out the work.

¹² 💎 In law, “**estate**” refers to the total sum of money and property a person owns at the point of their death. The estate may be distributed to beneficiaries according to the deceased person’s will, or used to pay their debts.

using an artist acceptable to [First Name] or his/her/their personal representative. If FACT does not wish to have the Work completed, the material shall be returned to [First Name] or his/her/their personal representative.

PERSONAL DATA

- Processing of the Artist’s personal data should take place in accordance to the provisions of the General Data Protection Regulation (EU 2016/679)

CHANGES TO THE AGREEMENT

- This agreement cannot be altered or varied except through written amendment agreed and signed by both parties.

DISPUTES

- Any dispute (other than the legal interpretation of this agreement) shall be referred at the request of either party to an independent expert agreed by both parties.

FORCE MAJEURE¹³

- The production period shall be extended (and neither party shall be regarded as being in breach of their respective obligations under this agreement) to cover delays caused by strikes, non-availability of essential materials, extreme weather, injury, illness or other causes outside the reasonable control of their party.

PERSONAL DATA


- Processing of the Artist’s personal data should take place in accordance to the provisions of the General Data Protection Regulation (EU 2016/679)

CHANGES TO THE AGREEMENT

- This agreement cannot be altered or varied except through written amendment agreed and signed by both parties.

GOVERNING LAW

- This agreement shall be governed in accordance with the laws of Scotland/England and subject to the jurisdiction of Scottish/English Courts.

¹³  “Force Majeure” is a legal term that refers to events out of anyone’s control, e.g., war, pandemics, ‘acts of god’ or natural disasters.

SIGNATURES

[First Name] and FACT confirm and agree the above terms.

.....

SIGNED by [Full Name]

.....

SIGNED by [FACT staff member NAME]

for and on behalf of FACT

Date:

Date:

This contract was commissioned by FACT Liverpool and created by artist Jack Ky Tan in 2021 and is both a working document used by FACT and part of the artist's body of artwork.



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