

Dear Sirs,

COMMISSIONING AGREEMENT (the “**Agreement**”)

GLASGOW INTERNATIONAL FESTIVAL 2018: **INSERT DATE** (“the **Exhibition**”)

Culture and Sport Glasgow, a company which is a charity (Scottish Charity Number SC037844) incorporated under the Companies Acts and limited by guarantee (with registered number SC313851), having its registered office at 220 High Street, Glasgow G4 0QW and operating under the name Glasgow Life (for the purposes of this Agreement “**Glasgow International**”), has the lead role in producing the Exhibition. Glasgow International wishes to commission **[NAME AND ADDRESS OF ARTIST TO BE INSERTED]** (“the **Artist**”) to produce the artwork described in the Brief annexed (“the **Artwork**”) on the following terms and conditions (the “**Terms and Conditions**”):-

1. The Artist agrees to produce the Artwork for display, free of charge to the general public, in **[NAME AND ADDRESS OF THE VENUE TO BE INSERTED]** (“the **Venue**”) seven days a week (including one late opening until at least 8pm per week) during the Exhibition on the dates specified in the Brief. For the avoidance of doubt, the Artwork shall at all times remain in the ownership of the Artist.
2. Where the Brief is not specific at the time of signing this Agreement, the Artist shall liaise regularly with Glasgow International’s representative and agree amendments to the Brief in order to accurately describe the Artwork to be produced.
3. Glasgow International shall pay the Artist:
 - 3.1 the sum of **[] THOUSAND POUNDS (£ []) STERLING** (“the **Contribution**”) in respect of the production costs and the right to exhibit the Artwork at the Venue for the duration of the Exhibition;
 - 3.2 any additional costs or expenses agreed in advance, in writing, between Glasgow International and the Artist.
 - 3.3 *the Contribution shall be payable subject to the timescales detailed in Condition 5 being met by the Artist.*

4. The Artist shall use their aesthetic skill and judgement to create the Artwork and Glasgow International agrees to pay the Contribution in respect of the completed Artwork, in accordance with Condition 3, unless it can be shown that the completed Artwork was not executed in accordance with the terms of the Brief.

5. The Artist shall invoice Glasgow International for the Contribution in accordance with the following timetable:

5.1 Fifty percent (50%) of the Contribution on receipt of the signed Agreement from the Artist, and completion of the marketing and publicity form: due no later than **INSERT DATE**;

5.2 Forty percent (40%) of the Contribution following receipt of an invoice issued by the Artist, and after the festival guide copy is proofed: no later than **INSERT DATE**;

5.3 Ten percent (10%) of the Contribution no later than thirty (30) days of the completion of the Exhibition evaluation ("the **Evaluation**") which is due no later **INSERT DATE**.

6. The Artist warrants that:

6.1 the Artwork will be original to the Artist and that the Artist shall be the owner of the copyright and any other intellectual property in the Artwork;

6.2 the Artist shall exercise all reasonable skill, care and diligence in undertaking and creating the Artwork in accordance with the Brief;

6.3 the display of the Artwork at the Venue will not infringe the rights of any third parties;

6.4 all and any materials used in the production of the Artwork have been imported in accordance with all applicable laws and, if applicable, the Convention on International Trade in Endangered Species of Wild Fauna and Flora CITES policy (or its equivalent in the country of origin) and that the materials have not been used in a way which is illegal, inappropriate, or morally reprehensible; and

6.5 Glasgow International shall have the right to quiet possession of the Artwork for the duration of the Exhibition including but not limited to the display of the Artwork at the Venue.

7. The Artist further warrants that:

7.1 The Venue is suitable in all respects for display of the Artwork to the general public, including but not limited to compliance with any licensing and health and safety requirements.

7.2 The Artist shall ensure that there exists throughout the duration of the Exhibition a policy of insurance with a reputable insurance provider to cover the Venue for all liabilities that may arise, including but not limited to Public Liability Insurance to the value of FIVE MILLION POUNDS (£5,000,000) STERLING in respect of any one claim and unlimited in the aggregate, and shall exhibit such policy to Glasgow International at least one month prior to the Exhibition. For the avoidance of doubt such insurance does not require to be in the name of the Artist.

8. The Artist shall ensure that, in the event that the Artwork is sold by the Artist within three (3) years of the conclusion of the Exhibition, the Artist will repay to Glasgow International within twenty-eight (28) days of completion of the sale whichever is the lesser of:

8.1 the Contribution; or

8.2 thirty percent (30%) of the sale price of the Artwork.

9. In the event that the Artwork is displayed in any venue or exhibition following the Exhibition, the Artist shall ensure it is accompanied by the following credit:

“Commissioned by Glasgow International 2018”

10. The Artist shall be responsible for completing and submitting a marketing and publicity information form, through our online portal, together with relevant images no later than **INSERT DATES**

11. The Artist shall ensure that the Artwork is fully prepared and on display in the Venue by no later than **INSERT TIME** on **INSERT DATE** to allow Glasgow International to undertake all such as photo and video documentation as Glasgow International may require. In addition, where required by Glasgow International, the Artist shall make the Venue available for such press visits and preview shows as Glasgow International may require.

12. The Artist shall complete the Evaluation, in such form as shall be advised by Glasgow International, by no later than **INSERT DATE**

13. The Artist will at all times bear any risk of loss or damage to the Artwork, whether in a completed or uncompleted state. It shall be the Artist's responsibility to obtain any insurance the Artist feels necessary in relation to the Artwork.

14. The Artist shall ensure that the Exhibition receives appropriate acknowledgement, and in this regard the Artwork shall be accompanied by the following credit during the Exhibition:

"Commissioned by Glasgow International 2018"

15. The Artist hereby agrees to fully and effectively indemnify Glasgow International against all and any losses, liabilities, costs, claims, actions, proceedings, decrees or judgments made, brought or established against Glasgow International in relation to any breach of this Agreement by the Artist.

16. The Artist further agrees to fully and effectively indemnify Glasgow International against any and all losses, liabilities, costs, claims, actions, proceedings, decrees or judgments made, brought or established against Glasgow International in relation to the Venue.

17. The Artist undertakes, during the preparation of the Artwork and for the duration of the Exhibition, to notify Glasgow International within seven (7) days of any change of address including the address of their studio and thereafter, within the period of one (1) month.

18. No variations or additions to these Terms and Conditions may be made without the written consent of both Glasgow International and the Artist.

19. These Terms and Conditions are personal to the Artist who may not assign any part of their obligations without Glasgow International's written permission (which shall not be unreasonably withheld).

20. The Artist warrants that they, and the Artwork shall not:

20.1 provide any information about the Scottish Parliament General Election intended to generate support for any political party; and/or

20.2 represent, promote, support or advertise in any way any particular outcome or political party.

21. Where the Artist consists of more than one individual, each of these individuals shall be jointly and severally liable for compliance with the terms of this agreement, and in complying with its obligations hereunder Glasgow International shall be entitled to provide notice or payment to, or otherwise liaise with, one of these individuals and it shall be deemed to have done so to all of the individuals.

22. In the event of any conflict between the terms of the Brief and these Terms and Conditions, these Terms and Conditions shall prevail.

23. These Terms and Conditions are governed by the Law of Scotland and subject to the exclusive jurisdiction of the Scottish Courts.

Please complete the details required in the undernote below, in both copies of these Terms and Conditions, to confirm your agreement to the foregoing. Thereafter, please RETURN BOTH COPIES to Glasgow International, Trongate 103, Glasgow G1 5HD (for the attention of Emma Flynn, Glasgow International Festival Coordinator). The other copy should be retained for your own records.

Yours sincerely

Jill Miller

Director of Cultural Services, Culture and Sport Glasgow

Undernote referred to:-

I, [INSERT NAME], hereby accept the foregoing Terms and Conditions.

Name:

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Signature:

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Occupation:

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Date:

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Witness Name:

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DRAFT

Witness Signature:

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Occupation:

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Date:

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THE BRIEF

This is the Brief referred to in the foregoing Terms and Conditions between Glasgow International and [NAME OF ARTIST/PRODUCER TO BE INSERTED].

The Artist: [NAME, ADDRESS AND OTHE RELEVANT DETAILS OF ARTIST TO BE INSERTED]

Description: [DETAILS OF ARTWORK TO BE INSERTED]

Dates: [DISPLAY DATES TO BE INSERTED]

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