

Dear Sirs,

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

GLASGOW INTERNATIONAL FESTIVAL 2018: **INSERT DATES** (“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 «**Insert Name\_of\_Organisation\_**» (“the **Producer**”) to engage the Artist (as defined in “the **Brief**” annexed hereto) in order to produce the artwork described in the Brief (“the **Artwork**”) on the following terms and conditions (the “**Terms and Conditions**”) :-

1. The Producer agrees to produce the Artwork for display, free of charge to the general public, in «**Insert Address**» (“the **Venue**”) 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 and/or the Producer.

2. Where the Brief is not specific at the time of signing this Agreement, the Producer 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 Producer:

3.1 the sum of **INSERT AMOUNT IN WORDS** POUNDS («**INSERT AMOUNT IN NUMBERS**») 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 Producer*

4. The Producer shall, and will ensure that 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 Producer shall invoice 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: 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 (30) days of the completion of the Exhibition evaluation (“the **Evaluation**”): no later than **INSERT DATE.**

6. The Producer warrants that:

6.1 It has authority to enter into this Agreement on behalf of the Artist;

6.2 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;

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

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

6.5 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

6.6 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 Producer 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 Producer 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 (1) month prior to the Exhibition. For the avoidance of doubt such insurance does not require to be in the name of the Producer or the Artist.

8. The Producer 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 Producer shall ensure it is accompanied by the following credit:

“Commissioned by «INSERT NAME OR ORGANISATION \_» and Glasgow International 2018”

10. The Producer 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 Producer’s responsibility to obtain any insurance the Producer feels necessary in relation to the Artwork.

11. The Producer 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 «INSERT NAME OF ORGANISATION and Glasgow International 2018”

12. 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 DATE

13. The Producer 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.

14. The Producer shall complete the Evaluation, in such form as shall be advised by Glasgow Life, by no later than **INSERT DATE**.

15. The Producer 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 Producer.

16. The Producer 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 Producer 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 the Artist's 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 Producer.

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

20. The Producer warrants that they, the Artist 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 Producer 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 forward one copy 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 PRODUCER CONTACT », 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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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 «Insert Name of Organisation\_».

The Artist: «Insert The Artist»

Description: «Insert Description\_»

Dates: Insert dates