

Notice

This template was created for the *Queer Natures* research project at the University of Exeter. This document reflects terms negotiated between the project lead and the Artist as well as the University of Exeter’s standard contractual terms the researchers were required to work within, and the funder’s terms and conditions. This document is shared for information and education purposes. This document is not intended to serve as legal or professional advice.

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Artist Agreement

[Artist name] & University of Exeter



This is a contract between the **University of Exeter** of Northcote House, The Queen’s Drive, Exeter, EX4 4QJ, and **[Artist name]** of [\[insert address of Artist\]](#) (Artist) for their collaboration on the project *Queer Natures* (the “Collaboration”).

About Queer Natures

- Queer Natures (the “Project”) is a non-commercial research project funded by the UK Arts and Humanities Research Council (AHRC), and led by Dr Ina Linge (Project Lead) at the University of Exeter.
- The duration of the project, its budget and conditions of delivery are set by the funding application and agreement between the University of Exeter and the AHRC.
- This contract between the Artist and the University of Exeter delivers parts of the objectives and activities of *Queer Natures*, in accordance with the project’s funding application and agreement.

Key terms

1	Collaboration description	<ul style="list-style-type: none">• The Artist is one of 2 artists in residence collaborating with the University of Exeter to generate critical-creative methods around the broad theme of “queer natures” through the development and delivery of partnerships as outlined below.• In this context, the Artist will [insert a short description of the Artist]
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		<p>work on the project.]</p> <ul style="list-style-type: none"> • The Artist will work with the Project Lead, partners and community groups to share and co-create the work developed as part of the Project. • The Artist will document their process and the outcomes of their work for the Project website. They will also work with the project impact evaluator ([insert name]) to support the collection of data for impact and engagement reporting.
2	Collaboration start date	01 October 2024.
3	Collaboration end date	The Collaboration is scheduled to run for 12 months (the “Term”) and shall terminate on 30 September 2025.
4	Milestones & Key outputs (the “Services”)	<ul style="list-style-type: none"> • The Artist will research and design methods and practice related to the project themes in the first six months of collaboration. • The Artist will contribute and participate to the project retreat in March 2025. • The Artist will deliver their outputs in the last six months of the Collaboration. • The Artist will make contributions to the Project website about research, development and delivery of methods and practice. • The Project Lead will secure ethics approval before the Artist can deliver or participate in the workshops with third parties. • The Artist will contribute to the design, delivery and/or participate in the Project workshop(s). The Project workshop(s) will take place on dates mutually agreed by the Artist and the Project Lead. • The Artist will support the evaluation of impact of the Project workshop(s), and be led by the impact evaluator in this process.
5	Communication between collaborators	<ul style="list-style-type: none"> • The Artist and the Project Lead will meet online monthly. • The Artist and the Project Lead agree to liaise with each other by: email wherever possible, or mobile phone and WhatsApp where email is not possible. • The Artist and the Project Lead can mutually agree the frequency or format of their meetings to better meet their needs.
6	Online space for collaboration	The project team will use a SharePoint folder for online collaboration. The Project Lead will grant the Artist access to the SharePoint folder.
7	Fees & expenses	The total fee, inclusive of VAT, for the Collaboration is: [insert number] (the “Fee”).

		<p>The Fee covers the time necessary for the Artist to:</p> <ul style="list-style-type: none"> ● create, deliver the outputs and participate in the activities described above, ● participate in regular meetings and communicate with the Project Lead, ● follow University of Exeter procedures, like payment and invoice submission. <p>The Fee includes a [insert number] making-and-doing budget (or ‘production budget’) to cover the costs of project delivery such as materials or travel transferred to the Artist in full for use at their discretion.</p> <p>No additional fees or expenses will be covered, unless it is agreed with the Project Lead separately and in advance of incurring costs.</p> <p>The parties declare and confirm that it is the intention of the parties that the Artist shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of the fees and accordingly the Artist hereby agrees to indemnify the University of Exeter in respect of any claims that may be made by the relevant authorities against the University of Exeter in respect of income tax and national insurance or similar contributions relating to the Artist’s services under this Agreement.</p>
<p>8</p>	<p>Payment terms</p>	<ul style="list-style-type: none"> ● The Artist will invoice the University of Exeter in [insert number] instalments: ● [insert number] for expenses on [insert date] ● [insert number] at the halfway point on [insert date], and ● [insert number] at the project end on [insert date]. ● The Artist will submit their invoice to invoices@exeter.ac.uk. Each invoice should itemise the Services and undertaken and incurred and shall include such supporting information required by the University of Exeter to verify the accuracy of the invoice, including but not limited to the relevant purchase order number. ● In consideration of the supply of the Services by the Artist, the University of Exeter shall pay the invoiced amounts within 30 days of receipt of a correctly rendered invoice to a bank account nominated in writing by the Artist. The University of Exeter will not pay any invoiced amounts where the invoice submitted by the Artist does not contain the information, including without limitation the University of Exeter purchase order number. ● Payment will only be made for Services completed to the standard required by the University of Exeter and will only be made to the

		<p>account named on the invoice from the Artist.</p> <ul style="list-style-type: none"> • In the event that there are periods when there are no Services for the Artist to perform, the Artist shall not be paid a retainer for these periods. The fee is payable only in respect of Services actually provided.
9	<p>Ownership and Usage</p>	<ul style="list-style-type: none"> • Nothing in this Agreement will affect the ownership of each party’s intellectual property which exists prior to the collaboration start date or is created independently of this Agreement (“Background IP”), which shall remain the property of the party introducing it in relation to this Agreement. <p>Rights of the Artist</p> <ul style="list-style-type: none"> • The Artist retains all rights in the content, services and other intellectual property created by them during the collaboration on the Project (this is called the “Artist’s Project Intellectual Property”), provided that the Artist properly acknowledges the Project, the University of Exeter’s role and AHRC funding support in any future iterations of the deliverables created by the Artist under this Agreement. • The Artist asserts their moral rights to be attributed as author or performer and protect the integrity of their work. <p>Usage (Licence)</p> <ul style="list-style-type: none"> • The Artist grants University of Exeter a fully-paid up, royalty free, irrevocable, perpetual, transferable, worldwide licence to use and reproduce in any way the Artists’ Project Intellectual Property for non-commercial purposes, together with such of the Artist’s Background Intellectual Property, but only if and to the extent that it is required for the University of Exeter to enjoy the full benefit and use of the Artist’s Project Intellectual Property as agreed. Dissemination includes and but is not limited to publication in academic journals or books in print and online, on institutional and personal websites or social media channels. The University of Exeter agrees to properly acknowledge the Artist’s Project Intellectual Property and Background IP, and agrees that the University of Exeter may not substantially modify or adapt the same and/or use it for commercial purposes without further written permission from the Consultant Artist. • The Artist understands that research outputs associated with the Project may be subject to publication in restricted or open access, without the possibility of withdrawing content or revoking permissions after publication. • The Artist warrants that in providing the Services and any deliverables, that the Services and such deliverables will be the Artist’s own original work and/or will not infringe the rights of any third

		<p>party; and Artist has obtained all third party clearances, permissions and consents in relation to the deliverables and Services agreed.</p> <ul style="list-style-type: none"> ● The Artist shall indemnify and keep indemnified the University of Exeter against any liabilities, costs, expenses, damages and losses suffered or incurred by the University of Exeter (including legal expenses) arising out of or in connection with any claim made against the University of Exeter for actual or alleged infringement by the Artist (or its sub-contractors, if relevant) of a third party's intellectual property rights arising out of or in connection with this Agreement. ● Except as reasonably required by the Artist until during the Term to provide the Services, the Artist's use of University of Exeter intellectual property whether foreground or background require the University of Exeter's express written permission. The University of Exeter may withdraw this permission if the Artist does anything which in the University of Exeter's reasonable opinion adversely impacts on the University of Exeter. ● No licence to use University of Exeter intellectual property rights is otherwise to be implied and no warranties are given in relation to any intellectual property by the University of Exeter to the Artist. This clause 9 will survive termination of this Agreement by expiry or otherwise. ● The Artist acknowledges that the University of Exeter may (or may procure a third party to) record the Services. By providing the Services and accepting the Fee as agreed and set out in this Agreement, the Artist hereby agrees (and shall procure the consent of its third party contractors) to being recorded and for the recording to be used for non-commercial purposes as set out above. ● The University of Exeter retains copyright in the recordings it makes, if any, of the Services. Any part of the recording which includes contributions from or references to members of the public attending the Services (not the Artist or its third party contractors for which the Artist will be responsible) such that they can be recognised or identified may be edited out before the recording can be made available, to ensure the University of Exeter complies with Data Protection Legislation.
<p>10</p>	<p>Credits & attribution</p>	<ul style="list-style-type: none"> ● Where relevant, the Artist should be credited as follows: [insert name]. ● The Artist may later request a change to the credit or attribution of their work by University of Exeter. ● The Artist contributes to the Project as 'Artist in Residence'. ● No media releases, public announcements or public disclosures by the Artist or the Artist's employees or agents relating to this Agreement or its subject matter, including but not limited to

		<p>promotional or marketing material, (but excluding any announcement intended solely for internal distribution by the parties or any disclosure required by legal, accounting or regulatory requirements) may be made without the prior written approval of University of Exeter.</p> <ul style="list-style-type: none"> • The Artist agrees to acknowledge the role of the University of Exeter and the AHRC in any work, communication or publication in any format whatsoever, whether based in whole or in part on the Services, or this Agreement more generally, including specific acknowledgement of any materials supplied by the University of Exeter (and its researchers) to the Artist.
11	Personal data protection rights	<ul style="list-style-type: none"> • The Artist shall ensure compliance with the requirements of all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Information Commissioner (“Data Protection Legislation”), the Computer Misuse Act 1990 and the provisions set out in Schedule 2 (Data Protection) of this Agreement in respect of any information supplied to the Artist by the University. • The University of Exeter may store and process the Artist’s personal data (eg. email address, payment information or photographs of performances) when it is necessary for the performance of this agreement, or with their consent or in the pursuit of legitimate interests. • Nothing in this agreement limits the Artist’s rights under personal data protection regulations.
12	Publicity	<ul style="list-style-type: none"> • The Artist may publicise their participation in the Project, including by using and reproducing rights-protected content created during the Collaboration, for communication consistent with the objectives of the Project.
13	Participants’ usage rights	<ul style="list-style-type: none"> • The Artist is responsible for ensuring that third parties participating in work or activities supervised by the Artist do so with informed consent, and provide the necessary permissions to use and reproduce their intellectual property or personal information where applicable. This must comply with the University of Exeter’s Research Ethics and Governance Framework and any recommendations outlined by the HASS Faculty Ethics Committee. • The University of Exeter and the project impact evaluator can support the Artist with this task by providing advice and template

		documentations.
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Other terms

14	Artists' other obligations	<ul style="list-style-type: none"> ● The Artist commits to providing the Services to the best of their abilities, applying reasonable care and skills in a timely manner. ● The Artist will adhere to any deadlines agreed with the Project Lead, unless they are prevented to do so by factors outside their control or caused by the Project Lead. ● If the Artist becomes aware that they may be unable to supply the services as agreed, they will notify the Project Lead in writing promptly. The Artist will also inform the Project Lead of any developments that could have a significant impact on their ability to provide their services. ● The Artist will comply with any reasonable requests of confidentiality made by the Project Lead. ● For the avoidance of doubt, nothing in this Agreement shall prevent University of Exeter from obtaining goods or services similar to the Services from any third party. ● The Artist agrees that during this Agreement, they shall not to undertake any additional activities or accept any other engagements that leads or might lead to any conflict of interest between the Artist and the best interests of the University of Exeter. ● The Artist may wish to sub-contract some of the Services but that is entirely at the Artist's risk and the University of Exeter will not be liable for any third party claims in this respect. ● Nothing in this Agreement shall render or be deemed to render the Artist as an employee or agent of the University of Exeter and the Artist hereby agrees that the Artist is an independent contractor and not an employee or agent of the University of Exeter. This Agreement does not create any mutuality of obligation between the Artist and the University of Exeter. The Artist does not qualify for any company benefits from the University of Exeter.
15	Termination	<ul style="list-style-type: none"> ● The University of Exeter shall have the right at any time to terminate this Agreement by giving no less than four weeks' notice in writing to the Consultant Artist.

		<ul style="list-style-type: none"> • The Artist or the University of Exeter can terminate this agreement on written notice if: (a) the other party commits a serious or persistent breach of their obligations under this Agreement and fails to remedy such breach within 30 days after being required in writing to do so; (b) the other party is guilty of any fraud or dishonesty; (c) the Artist becomes unable to perform their obligations under this contract due to illness, incapacity or death. • The Artist and the University of Exeter agree to collaborate in good faith to mitigate the impact of the Artist or the Project Lead’s other professional commitments, illness, pregnancy, or caring responsibilities before exercising their right to terminate the agreement. • The termination of this Agreement leaves the licence unaffected. • The termination of this Agreement will not impact, disrupt or negate the rights accrued by the Artist or the University of Exeter up to the date of termination.
16	Jurisdiction	<ul style="list-style-type: none"> • This Agreement is governed by the laws of England & Wales.
17	Force majeure	<ul style="list-style-type: none"> • The Artist is not responsible for the delay or inability to provide their services in case of force majeure. • The Artist and the University of Exeter agree to collaborate in good faith to mitigate the impact of a force majeure event on the delivery of their services.
18	Dispute resolution	<ul style="list-style-type: none"> • Any dispute relating to this Agreement which cannot be resolved by negotiation between the Artist and the University of Exeter shall be submitted to mediation. • If parties fail to settle their dispute through mediation within 30 days, the dispute shall be submitted to the courts of England & Wales which shall have exclusive jurisdiction.
19	Limitation of liability	<ul style="list-style-type: none"> • The total aggregate liability of the University of Exeter for any liability under this Agreement shall be the Fee for the Services as set out above (together with any additional fees agreed in writing by the University of Exeter).
20	Confidentiality	<ul style="list-style-type: none"> • The Artist hereby agrees that under this Agreement the Artist may obtain knowledge of trade secrets and other confidential information with regard to the business and financial affairs of the

		<p>University of Exeter and those of the University of Exeter's clients, customers and suppliers, details of which are not in the public domain ("Confidential Information") and accordingly the Artist hereby undertakes to and covenants with the University of Exeter that:</p> <ul style="list-style-type: none"> ● the Artist shall not at any time after the Term use or procure the use of the name of the University of Exeter in connection with the Artist's own or any other name in any way calculated to suggest that the Artist continue to be connected with the business of the University of Exeter or in any way hold the Artist out as having such connection; ● the Artist shall not use the Confidential Information other than during the continuance of this Agreement and in connection with the provision of the Services; and ● the Artist shall not at any time after the date of this Agreement (save as required by law) disclose or divulge to any person other than to officers or employees of the University of Exeter whose province it is to know the same any Confidential Information and the Artist shall use best endeavours to prevent the publication or disclosure of any Confidential Information by any other person. ● All Confidential Information (howsoever stored) concerning the University of Exeter supplied by University of Exeter or by a member of the University of Exeter or prepared by or on behalf of the Artist for the purposes of this Agreement and all copies and extracts of it made or acquired by or on behalf of the Artist shall be used only for the purposes of this Agreement, shall be the property of the University of Exeter and shall be returned to the University of Exeter upon termination of this Agreement. ● The restrictions set out above shall cease to apply to information or knowledge that comes into the public domain otherwise than by reason of the default by the Artist.
<p>21</p>	<p>Independent Contractor</p>	<ul style="list-style-type: none"> ● The Artist is appointed as an independent contractor to the University of Exeter to carry out the Services for the Term of this Agreement, unless terminated earlier in accordance with this Agreement. The Term of this Agreement can be extended by prior written mutual agreement of the parties.

22	General	<ul style="list-style-type: none">• This Agreement contains the entire agreement and understanding of the parties relating to the subject matter of this Agreement and extinguishes all previous agreements between the parties relating to the subject matter hereof.• For the avoidance of doubt nothing in this Agreement shall create mutuality of obligation between the University of Exeter and the Artist; the Artist has no right to be provided with work under this Agreement.• The termination of this Agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.• The failure of any party to insist upon strict performance of any provision of this Agreement or the failure of any party to exercise any right or remedy to which he/she is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this Agreement.• If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been signed with the invalid, illegal or unenforceable provision eliminated.
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Signed for and on behalf of the University of Exeter :

[Name of individual signing on behalf of the University]

[insert role at the University]

Please confirm the Artist's acceptance of these terms by signing and dating the enclosed copy of this letter and returning it to the University of Exeter.

Signed by the Artist:

Name:

Date: