

# Project Contract

**THIS AGREEMENT** is dated the [DATE] and is made between:

- (1) **[ORGANISATION NAME]**, having its principal office at [insert address], LOCATION (hereinafter known as the “ORGANISATION” which expression shall include its successors and permitted assigns); and
- (2) **[ARTIST NAME]**, an artist carrying out his creative role relating to PROGRAMME NAME, having their principal workplace at [ ] (hereinafter referred to as the “Artist”, which term shall include its successors and assigns).

## 1. WHEREAS

- 1.1. The ORGANISATION NAME is [ORGANISATION DESCRIPTION].
- 1.2. The Artist is responsible for artistic services and is accountable for the production of an original work as part of [EVENT/PROJECT NAME]
- 1.3. (“the EVENT/PROJECT NAME”).
- 1.4. The ORGANISATION NAME and the Artist have agreed to co-operate in the production of the EVENT/PROJECT NAME. It is agreed that the ORGANISATION NAME will plan, procure, manage and operate the EVENT/PROJECT NAME and that the artwork will be produced by the Artist.
- 1.5. This agreement sets out the mutual understanding of the parties as to their respective rights and responsibilities in connection with the EVENT/PROJECT NAME.

## 2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Agreement except where the context otherwise requires, the following terms shall have the following meanings:

“**Commencement Date**” shall mean 1<sup>st</sup> October 2020.

“**Deliverables**” means any item(s) to be provided by the ORGANISATION NAME as part of the Services, as specified in Annex I to this Agreement.

“**Maximum Fee**” means the maximum amount payable by the Artist to the ORGANISATION NAME under this Agreement as specified in Annex II to this Agreement.

“**Services**” means the services as more particularly described in Annex I to this Agreement.

“**Expiry Date**” shall mean 31<sup>st</sup> December 2020.

“**VAT**” means Value Added Tax or similar tax, at such rates as may be in force from time to time.

“**Restricted Information**” means information which is disclosed to the ORGANISATION NAME by the Artist pursuant to or in connection with this Agreement and/or the Services (whether orally, or in writing or any other medium, and whether or not the information is expressly stated to be confidential or restricted or marked as such). This includes any trade secret or other information concerning the business, finances, dealings, transactions or affairs of the Artist or its staff coming to the ORGANISATION NAME’s knowledge in the course of its activities as a ORGANISATION NAME pursuant to this Agreement.

**“Data Protection Legislation”** means the Irish Data Protection Acts 1988 and 2003 and all statutory instruments thereunder and the ePrivacy Regulations (Statutory Instrument number 336/2011) and, when effective, the EU General Data Protection Regulation (EU Regulation 2016/679) (the **“GDPR”**) and all national implementing laws, regulations and secondary legislation, as amended or updated from time to time.

- 2.2. Save as otherwise provided herein, references to clauses and annexes are to those contained in this Agreement. The annexes form an integral part of this Agreement and reference to this Agreement included reference thereto. Headings are inserted for convenience only and do not affect the construction of this Agreement.
- 2.3. Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 2.4. Words importing individuals shall also include reference to incorporated and unincorporated associations and vice versa.
- 2.5. Words importing the masculine gender shall include the feminine gender and vice versa.
- 2.6. References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or replaced by any subsequent enactment, modification, order, regulation or instrument. References to any statute, enactment, order, regulation or other similar instrument shall include reference to any regulations made thereunder.
- 2.7. Any performance and compliance obligations imposed on the parties include the obligation to meet such obligations at their own cost.
- 2.8. Any obligation on the parties to keep records, data or information included the obligation to keep them up to date and accessible.
- 2.9. Any obligation on the ORGANISATION NAME to have systems, procedures or controls includes the obligation to operate them effectively.
- 2.10. The term Agreement where used herein shall be deemed to include the Tender Proposal save where the context otherwise requires, In the event of a conflict between a provision of the Tender Proposal and any provision of this Agreement, the relevant provision of this Agreement shall prevail and have effect save where the applicable provision of the Tender Proposal would result in a higher standard of performance of the services, in which event the applicable provision of the Tender Proposal shall prevail and have effect.

### **3. DURATION OF AGREEMENT**

- 3.1. This agreement shall commence on the Commencement Date and shall terminate in accordance with Clause 8 and in any event shall expire on the Expiry Date.

### **4. DUTIES OF THE PARTIES**

- 4.1 The ORGANISATION NAME warrants and undertakes that:

- 4.1.1. it will perform the Services for which it is responsible diligently, conscientiously and in a professional manner and with all due care and skill and in compliance with all applicable laws and regulations; and
- 4.2 The Artist warrants and undertakes that it will perform the Services for which it is responsible diligently, conscientiously and in a professional manner and with all due care and skill and in compliance with all applicable laws and regulations.
- 4.3 The ORGANISATION NAME and PROGRAMME NAME Coordinator will convene regularly to facilitate the effective and timely provision of the Artist's Services.
- 4.3 The Artist shall provide the ORGANISATION NAME with up-to-date- tax clearance on or before the Commencement Date.
- 4.5 The ORGANISATION NAME shall at all times during the period of this Agreement:
  - 4.5.1. fully co-operate with any third party as may be requested by and /or agreed with the Artist or PROGRAMME NAME Coordinator in advance;
  - 4.5.2. carry out its obligations to a satisfactory standard and comply with all relevant legislation and with the general procedures of the Artist in carrying out the Services;
  - 4.5.3. co-operate with reasonable requests as may be given by Artist from time to time in relation to the Services;
- 4.8 The ORGANISATION NAME shall not be entitled with the Artist's prior consent to subcontract the performance of the Services to a third party. However, the ORGANISATION NAME will ensure that the Services are performed by the subcontractor in accordance with the terms of this Agreement.
- 4.9 The ORGANISATION NAME will retain books and records pertaining to the work carried out under this contract for a period of ten years.
- 4.10 The Artist shall:
  - 4.10.1. provide the ORGANISATION NAME with such reasonable assistance and cooperation as may be requested by the ORGANISATION NAME to facilitate the performance of the Services;
  - 4.10.2. cooperate with the PROGRAMME NAME Coordinator who will oversee and approve the provision of the Services pursuant to this Agreement.
  - 4.10.3 provide the following items for promotional purposes:
    - Visuals to describe proposed work (sketches etc)
    - Artist Biography
    - Artist Statement
    - Relevant Links to previous work eg. artist website
    - Signed MoU
    - Evidence of Public Liability Insurance
    - Evidence of Hoist Licence if applicable

## 5. DATA PROTECTION AND SECURITY

### *Data Controller and Data Processor*

- 5.1 For the purposes of the Data Protection Legislation, the ARTIST and the ORGANISATION will be Joint Data Controllers in relation to Personal Data collected and processed in connection with this Agreement.
- 5.2 The ORGANISATION and the ARTIST shall comply at all times with applicable Data Protection Legislation with regard to the processing of Personal Data in relation to this Agreement.
- 5.3 The ORGANISATION and the ARTIST each acknowledge and agree that it will:
  - 5.3.1 only process Personal Data on the written instructions of other party and in accordance with this Agreement unless required to do so by European Union or Member State law to which the parties are subject. In such a case, the relevant party shall inform the other party of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
  - 5.3.2 ensure that its internal operating systems only permit properly authorised staff to access Personal Data and that all members of the authorised staff have committed themselves to confidentiality; and
  - 5.3.3 provide appropriate training to its staff and subcontractors with respect to the correct handling of Personal Data so as to minimise the risk of security breaches; and the requirements of the applicable Data Protection Legislation.

### *Security Measures*

- 5.4 The ORGANISATION and the ARTIST shall each implement appropriate technical and organisational measures (in particular those required under the GDPR) to ensure a level of security appropriate to the risk to the security of the Personal Data.
- 5.5 The ORGANISATION and the ARTIST each agree and warrant that the Security Measures are appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of Personal Data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the Personal Data to be protected having regard to the state of the art and the cost of their implementation.

### *Data Processing*

- 5.6 Without limiting either parties other obligations under this Agreement, neither the ORGANISATION nor the ARTIST shall engage any third party processors to process Personal Data without the prior consent of the other party. If any third party is engaged to process any Personal Data, the party who engaged such third party shall impose on that third party, by means of a written contract, the same data protection obligations as set out in this Agreement.

- 5.7 Neither party shall transfer any Personal Data out of the European Economic Area except with the prior written consent of the other party and in accordance with any terms the other party may, acting reasonably, impose on such transfer.

#### *Assistance*

- 5.8 Each Party shall co-operate with the other party to the extent necessary to enable that party to comply with any requests of any competent supervisory authority in respect of the Personal Data.
- 5.9 The ORGANISATION shall on expiration of the Agreement, at the ARTIST's choice, delete or return all Personal Data held by it to the ARTIST and delete all existing copies of Personal Data unless required by EU or Member State law to store the Personal Data.

#### *Information Obligations*

- 5.10 Each party will immediately and no later than 24 hours from the event occurring notify the other party about any accidental, unauthorised access, or other event that constitutes a Personal Data Breach

#### *Indemnity*

- 5.11 Each party will indemnify and keep indemnified the other party against all costs, expenses, losses and damages incurred by it and will hold the other party harmless from all liability arising for it in respect of any breach of this Clause 5 (Data Protection and Security) by that party and/or any act or omission of any subcontractor of that party.

## **6. CONFIDENTIALITY**

- 6.1 Both parties undertake that, save as provided in this Agreement or as authorised in writing in advance by the Artist, they shall at all times during the term of this Agreement and following the expiry or termination of this Agreement:-
- 6.1.1. keep confidential all Restricted Information;
  - 6.1.2. not disclose any Restricted Information to any other person;
  - 6.1.3. not use any Restricted Information for any purpose other than as contemplated by and subject to the terms of this Agreement.

## **7. TERMINATION**

- 7.1 The ORGANISATION NAME may terminate the Agreement with immediate effect with no liability to make further payment to the Artist (other than in respect of amounts accrued prior to the date of termination) if at any time:
- 8.2.1. in the opinion of the ORGANISATION NAME, the Artist has failed to comply with the terms and provisions of the Agreement to a degree which the ORGANISATION NAME considers to be material.

## **8. INTELLECTUAL PROPERTY**

- 8.1 The ORGANISATION NAME agrees and acknowledges that the right title and interest in any intellectual property including but not limited to the PROGRAMME NAME trademark and associated branding, PROGRAMME NAME domain names, endorsement or image rights, arising from or created in connection with the Services are or shall vest in the PROGRAMME NAME Artist Core Team and shall be the sole property of the PROGRAMME NAME Artist Core Team.
- 8.2 The ORGANISATION NAME undertakes not to register nor attempt to register any of the Intellectual Property Rights in the Services, nor any of the Inventions, unless requested to do so by the Artist/PROGRAMME NAME Artist Core Team.

## **9. INDEMNITY AND INSURANCE**

- 9.1 The Artist shall indemnify the ORGANISATION NAME and its officers, directors, employees and agents (each an "Indemnified Person") in respect of any direct losses, claims, costs suffered or incurred by any Indemnified Person(s) arising from any default, negligent or wrongful act or omission by the Artist or the Artist's employees, agents or representatives in connection with the provisions of the Services and/or any breach by the Artist of this Agreement.
- 9.2 The Artist shall maintain in force during the term of this Agreement full and comprehensive insurance policies (including public liability insurance) in respect of all customary liabilities and risks undertaken by the Artist in connection with the provision of the Services and the running of the EVENT/PROJECT NAME.
- 9.3 The Artist shall provide to the ORGANISATION NAME proof of insurance such as up-to-date certificates of insurance together with evidence that all relevant premiums have been paid.
- 9.6. The Artist shall comply with all terms and conditions of its insurance policies at all times. If cover under the insurance policies shall lapse or not be renewed or be changed in any material way or if the Artist is aware of any reason why the cover under its insurance policies may lapse or not be renewed or be changed in any material way, the Artist shall notify the ORGANISATION NAME without delay.
- 9.7. It shall be the PROGRAMME NAME Coordinator's responsibility to ensure that any agent or subcontractor of the ORGANISATION NAME effects and maintains all insurance required by law and all such other insurance as are necessary for the provision of the Services. Any deficiencies in the cover or policy limits of the insurance policy of such agents or subcontractors shall be the sole responsibility of the Artist.

## **10. DISPUTE RESOLUTION**

If any dispute, complaint or disagreement arises in connection with this Agreement, the parties will first attempt to settle it by mediation. Unless otherwise agreed between the parties, the mediator will be nominated by the President for the time being of the Law Society of Ireland. Mediation will be entered into both voluntarily and in good faith and neither party, by entering into such a process, will waive their respective statutory or contractual rights.

## **11. FREEDOM OF INFORMATION**

The ORGANISATION NAME acknowledges that the Artist is subject to the provisions of the Freedom of Information Acts 2003 and 2014 and that the Artist may be obliged to disclose information regardless of any representations made by the ORGANISATION NAME. However, where a request is made for information furnished by, or which concerns, the ORGANISATION

NAME, the Artist shall, where appropriate, endeavour to consult the ORGANISATION NAME before responding to such a request.

The Artist acknowledges that the ORGANISATION NAME is equally subject to the provisions of the Freedom of Information Acts 2003 and 2014 and that the ORGANISATION NAME may be obliged to disclose information regardless of any representations made by the Artist. However where a request is made for Information furnished by, or which concerns the Artist, the ORGANISATION NAME shall, where appropriate, endeavour to consult the Artist before responding to such a request.

## **12. FORCE MAJEURE**

- 12.1. "Force Majeure" in this clause 14 means, in relation to either party, an event beyond the reasonable control of that party involving an act of god, war, riot, civil commotion, malicious damage, disease, pestilence, accident, fire, flood or storm.
- 12.2. The parties confirm that a strike, lock-out, go-slow or other labour dispute shall constitute Force Majeure only when:
  - 12.2.1. the strike, lock-out, go-slow or other labour dispute is of a national nature (that is, in consequence of any matter that might reasonable be considered as solely or primarily domestic or national in nature); or
  - 12.2.2. the strike, lock-out, go-slow or other labour dispute arises as a result of any act or omission on the part of the Artist; or
  - 12.2.3. the strike, lock-out, go-slow or other labour dispute arise directly as a result of the implementation by the ORGANISATION NAME of any labour relations or human resources strategy agreed with the Artist and after the date hereof.
- 12.3. If either party is affected by a Force Majeure (the "affected party") it shall promptly notify the other party of the nature and extent of the circumstances in question.
- 12.4. Notwithstanding any other provisions of this Agreement, the affected party shall be deemed not to be in breach of this Agreement, or otherwise liable to the other party, for any delay in performance or the non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party in accordance with the previous paragraph of this clause 14 and the time for performance of the affected obligation shall be extended accordingly.
- 12.5. The affected party shall use its reasonable endeavours to mitigate the effects of the Force Majeure on the performance of its obligations under this Agreement.
- 12.6. The affected party shall notify the other party immediately in writing once the Force Majeure has ended and shall forthwith resume performance of all of its obligations under this Agreement.

## **13. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and may not be modified except by an instrument in writing signed by the duly authorized representatives of the parties. Each party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

**14. WAIVER**

No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

**15. VARIATION**

No variation of this Agreement or any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

**16. NOTICES**

Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at (in the case of the Artist) its principal office and (in the case of the ORGANISATION NAME) the ORGANISATION NAME's last known address, or by sending it by fax to the fax number notified by the relevant party to the other party.

**17. SEVERABILITY**

If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as its other provisions and the remainder of the affected provision.

**18. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

**19. APPLICABLE LAW AND JURISDICTION**

This Agreement shall be governed and construed in accordance with the laws of Ireland. Subject to the provisions of clause 12 (Dispute Resolution), the Parties irrevocably submit to the jurisdiction of the Courts of Ireland to determine any dispute or matter arising hereunder.

**IN WITNESS WHEREOF** the parties have entered into this Agreement on the date first above written.

**Signed by:**

duly authorised  
for and behalf of

**ARTIST**

**DATE:**

**SIGNED by:**

duly authorised  
for and on behalf of

**ORGANISATION NAME**

**DATE:**

## Annex I

### Description of Services to be provided

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The ORGANISATION NAME will plan, procure, manage and operate the EVENT/PROJECT NAME in 2020

The EVENT/PROJECT NAME, for which the ORGANISATION NAME is responsible, will comprise a public EVENT/PROJECT NAME as detailed hereunder

[Detailed Project Description]

The services are divided into five sections:

Section A	Facilities
Section B	Event Management
Section C	Communications
Section D	Stakeholders
Section E	Financials

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#### Section A Facilities

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##### 1. EVENT/PROJECT NAME Facilities

Access to public centre spaces. Each activity must have:

- Completed Risk Assessments
- Method Statement for each activities that carries risks

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#### Section B Event Management

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The ORGANISATION NAME will provide the following:

##### 1. Coordination Services

The ORGANISATION NAME will be responsible for the production development, co-ordination, efficient and safe management of PROGRAMME NAME. The ORGANISATION NAME is required to provide high quality coordination services which may be contracted in and to include:

- All Health and Safety requirements
- An appropriately qualified coordinator
- Launch and Closing Event production including concept and event vision for the EVENT/PROJECT NAME.
- Design, development and management of EVENT/PROJECT NAME production

##### 2. Health and Safety

A comprehensive health and safety plan must be provided.

## **Section C      Communications**

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The PROGRAMME NAME Artist Core Team will input into brand guidelines, marketing toolkits and initiative logos. The PROGRAMME NAME Coordinator will provide the communications strategy and EVENT/PROJECT NAME reports.

### **1. Branding**

The ORGANISATION NAME is required to use the PROGRAMME NAME branding which must be used across all print and digital advertising, and on the EVENT/PROJECT NAME site/webpage promoting PROGRAMME NAME. PROGRAMME NAME branding elements must be provided by the PROGRAMME NAME Artist Core Team.

### **2. Promotion**

The ORGANISATION NAME or their appointed representative will provide the Artist with a comprehensive communications strategy by [Date] the year of the EVENT/PROJECT NAME. This will include a specific social media campaign documenting the progress of PROGRAMME NAME.

The purpose of this strategy is to maximise public engagement with the EVENT/PROJECT NAME while ensuring social distancing as per National Guidance in relation to COVID 19, to promote PROGRAMME NAME as a unique EVENT/PROJECT NAME, and raise awareness about the value and opportunities provided the initiative.

Press releases may be released by the ORGANISATION NAME as appropriate with the usual courtesies extended to stakeholders where relevant. Press releases should acknowledge that FUNDER funding was used.

It is expected that a minimum budget of [amount] will be allocated to communications activities.

### **3. PROGRAMME NAME Launch**

The ORGANISATION NAME will be required to organise an appropriate PROGRAMME NAME launch event or photoshoot including political and local representatives, stakeholders, media, and others as appropriate. The ORGANISATION NAME will provide all stakeholders with photographs for use on their own social media. The date for the launch will agreed as appropriate.

### **4. Identification of Stories**

It is the responsibility of the ORGANISATION NAME to identify relevant stories for promotional purposes.

### **5. Social Media**

The ORGANISATION NAME will operate and be responsible for communication via [website], and [Details] social media accounts.

### **6. Photography**

The ORGANISATION NAME will be required to provide no less than 30 high quality photographs of key activities in the lead up to and during the EVENT/PROJECT NAME. A professional photographer(s) should be engaged to take high quality photographs that can be used both on social media while the EVENT/PROJECT NAME is taking place, and issued with press releases.

### **7. Video**

The ORGANISATION NAME may commission short promotional videos that can be used on social media. These videos must be provided on a license-free, transferable basis after the EVENT/PROJECT NAME.

## 8. Media Monitoring

The ORGANISATION NAME is required to engage PR Services to provide media clippings from any national, regional and local TV, Radio, Online and Print outlets and to circulate to stakeholders as relevant. A comprehensive Media Analysis Report should also be provided post EVENT/PROJECT NAME.

## Section D Stakeholders

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### 1. Core Stakeholders

The ORGANISATION NAME will liaise with all EVENT/PROJECT NAME stakeholders (eg. local residents and business owners) and will be the primary point of contact for them. The PROGRAMME NAME Coordinator will perform duties as key liaison person as provided by the ORGANISATION NAME 1<sup>st</sup> October 2020.

## Section E Financial

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### Summit Costs

The cost of holding PROGRAMME NAME will be borne by the ORGANISATION NAME. These costs will be managed directly by the ORGANISATION NAME and the Artist is not expected to contribute towards them, other than the provision of each Artist's own insurance, hoist licence fees and PROGRAMME NAME branding as set out in Section B1. The costs to be covered by the ORGANISATION NAME are comprehensive and will include the following:

- Coordination and PR Services
- Artists Fees
- Materials and Equipment Hire
- Health and Safety Consultancy
- Third Party Subcontracted Services such as Photography, Videography etc

## Annex II Payment Schedule and Maximum Fee

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An agreed level of funding will be provided to the Artist by ORGANISATION NAME from the FUNDER

### Maximum Fee

The maximum fee is as follows:

Funder	Amount
Artist Fee	€
<b>Total</b>	<b>€</b>

### Funding Conditions

ORGANISATION NAME has secured funding for costs related to PROGRAMME NAME through FUNDER

### Payment Terms

- The Artist must submit tax clearance details prior to commencement of work as per 4.3

- The Artist must apply to ORGANISATION NAME for a supplier number
- Copies of invoices will be required with each drawdown request

#### Procurement for Third Party Services

Public Procurement Guidelines must be followed at all times, specifically:

- Verbal quotes are acceptable up to €5,000 including VAT.
- Any invoices or contracts over €5,000 (including VAT) require three written quotes, or a valid and approved sole supplier rationale.
- Any invoices or contracts over €25,000 (including VAT) in value must be subject to public tender or a valid and approved sole supplier rationale.
- All tenders must use the ORGANISATION NAME and the FUNDER logos and should acknowledge that FUNDER funding was used.

#### Fee Drawdown Procedure

- Fees can be drawn down in arrears at any point after they have been incurred.
- The Artist's Fee may be drawn down in one amount of 100% following completion of the project
- All details listed above must be provided via [insert contact name, email address and telephone number]