

**The Arts Programme for [Organisation details]  
Registered Charity Number [if applicable] *[insert summary details of contract]***

**THIS AGREEMENT** is made on

*[insert date]*

Between

*[insert organisation name and address here]* (“Project Manager”).

And

*[insert artist name and address here]* (“the Artist”)

**1. THE AGREEMENT**

- 1.1 This contract commences on *[insert date]* and is issued for *[insert time period]*, for *[insert activity e.g. art and craft workshops]* as per the attached schedule. It will expire automatically after the last session or before if either party gives notice in accordance with the contact termination provisions below (2).
- 1.2 The contract may be terminated prior to its expiry date by either side giving 24 hours’ notice. It may also be extended by mutual agreement for a further year and additional dates agreed as an extension to the original schedule.
- 1.3 In entering into this contract, the Artist agrees to provide services for the Arts Programme at *[the organisation’s]* sites or other sites by prior arrangement with the Arts Programme and ward staff. In return the Arts Programme will provide the necessary resources and support to carry out the sessions.

**2. RESPONSIBILITY OF THE ARTIST**

- 2.1 The Artist is required to follow the Trust’s procedures and policies as communicated by The Arts Programme in the Guidelines for Artists.
- 2.2 The Artist is required to structure work hours and patterns to comply with the requirements of this contract.
- 2.3 The Artist will comply with the Trust’s policies and procedures, as requested by the Trust’s staff, whilst on the Trust’s premises.
- 2.4 The Artist must not disclose to any person (other than a person authorised by the Project Manager), any information acquired by them in connection with the contract.
- 2.5 The Artist must not disclose to any person (other than a person authorised by the Project Manager) any information acquired by them in connection with the provision of the services which concerns:
- the Trust, its staff or its procedures
  - the identity of any patient at any of the Trust’s hospitals or other establishments
  - the medical condition of or the treatment received by any patient
- 2.6 The Artist is covered while working for The Arts Programme by the Trust’s Liability to Third Party policy.
- 2.7 The Artist’s residency will be monitored at a review meeting between The Arts Programme and the Artist and Ward staff. The Artist is required to keep a project journal detailing hours and days worked and observations on the sessions, for discussion and use in the evaluation report.

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**3. FEES AND PAYMENTS**

- 3.1 The Project Manager agrees to pay the Artist a total sum of *[agreed sum in words]*, *[agreed sum in figures]* for The Work. This is a fixed fee for the work.
- 3.2 The fee will be paid in arrears in 12 (twelve) equal installments of *[installment amount]* per calendar month by direct credit transfer to the Artist's bank account, via the payroll system of the Trust. Other agreed expenses will be reimbursed on the production of itemised receipts.
- 3.3 The Artist is engaged on a self-employed basis for a fixed term and is responsible for the preparation and submission of accounts to the Inland Revenue, as required by current legislation for the self-employed. There is no entitlement to any statutory employment rights. The Artist is liable to pay their own Income Tax due under Schedule D. It is the Artist's responsibility to provide evidence of self-employed status and in the absence of such evidence being supplied it may be necessary for the Trust to deduct tax at source.

**4. GENERAL**

- 4.1 The Artist will ensure compliance between this agreement and agreements issued to sub contractors.
- 4.2 In the event of the termination of this Agreement, all fees paid to the Artist by The Project Manager, for which no service, material, or product has been given, or expenditure made towards The Work, by the Artist, shall be liable for repayment to the Project Manager.
- 4.3 Any notice given under this Agreement shall be in writing addressed to the other party at the address given above and either party shall notify the other of any changes in address as soon as possible after that change occurs.
- 4.4 No variations or additions to this Agreement or the Schedule may be made without the written consent of both the Artist and the Project Manager (the parties).
- 4.5 This Agreement contains the entire Agreement and understanding between the parties as to the schedule of the Work.
- 4.6 This Agreement is binding upon the parties their assigns and all other successors in title.
- 4.7 The law of England governs this Agreement.

**SCHEDULE**

**DESCRIPTION OF THE WORK (points 1 – 4 are examples from an art and craft project for children):**

- 1. *To provide art and craft workshops for children across the ten paediatric wards for hospitalised children.*
- 2. *Programmes of activities are to be decided through consultation with the children.*
- 3. *Activities are to be suitable for each age group, gender and ethnicity of the participants.*
- 4. *To provide full activity packs with instructions and samples of materials for children who have expressed an interest in the project but who are not well enough to participate, whilst the activity is taking place on the ward/day room/playroom area.*
- 5. The Artist will be resident on dates as per the attached schedule.
- 6. Evaluation will form an ongoing part of The Work in order to monitor progress and check that objectives have been met.
- 7. A multi-agency steering group will be set up to monitor the progress of the project and the artist will report to the group on a regular basis.

**SIGNED by [Arts Programme manager], The Arts Programme, "Project Manager"**

**Signature**

**Date**

**SIGNED by [Artist name]      Artist**

**Signature**

**Date**