

## ***Synapse Art and Science Residency program***

### **LETTER OF AGREEMENT BETWEEN**

#### **ANAT:**

Australian Network for Art and Technology  
PO Box 8029  
Station Arcade SA 5000  
Australia

*and*

#### **The HOST ORGANISATION:**

*and*

#### **The ARTIST:**

### **OVERVIEW**

#### *Synapse Art & Science Residency program*

Collaboration between the arts and sciences has the potential to create new knowledge, ideas and processes beneficial to both fields. Artists and scientists approach creativity, exploration and research in different ways and from different perspectives; when working together they open up new ways of seeing, experiencing and interpreting the world around us.

For the past decade, ANAT has provided opportunities for artists and scientists to work together. The Synapse Art and Science Residency Program is a component of the Australia Council's Inter-Arts Office overall Synapse Art and Science Initiative. ANAT manages key components of the initiative, including the Residency program, the Synapse database and a moderated email discussion about various aspects of cutting edge art/science practice.

The Synapse Initiative has three key goals:

- To develop new collaborations between artists and scientists;
- To raise the level of awareness among artistic and scientific communities and the general public about the collaborations being undertaken in Australia; and
- To develop a sustainable support base for long-term collaborations across the arts and sciences.

## *Project Partners*

### *AUSTRALIAN NETWORK FOR ART AND TECHNOLOGY (ANAT)*

ANAT is Australia's leading cultural body for artists working at the intersection of art and science; emerging art practices; mobile and portable platforms and experimental sound. For the past 20 years ANAT has been creating opportunities for connection and collaboration, research and development, dialogue and exchange across art, culture, science and technology both locally and globally.

ANAT is a not for profit organisation supported by the Australia Council for the Arts, the Visual Arts and Crafts Strategy and the South Australian Government through Arts SA.

### *HOST ORGANISATION*

Information about the Host Organisation

### *ARTIST*

Information about the Artist

## **DEFINITIONS**

In the interpretation of this Agreement, the following definitions apply:

ANAT: means the Australian Network for Art and Technology

THE HOST ORGANISATION: means [name of host organisation]

THE ARTIST: means [name of artist]

THE PROJECT: means the [date] Synapse Art & Science Residency program

NON-PROFIT PURPOSE: means purposes from which the parties to the agreement and participants do not derive direct financial or pecuniary benefit

PROJECT MATERIAL: means any copyright or other intellectual property created in connection with the PROJECT.

ANAT, the HOST ORGANISATION and the ARTIST have agreed to respectively manage, host and participate in a residency as part of the PROJECT.

This Letter sets out the responsibilities and terms of the Agreement between ANAT, the HOST ORGANISATION and the ARTIST.

## **1. SELECTION PROCESS**

1.1 The participating ARTIST and HOST ORGANISATION have been selected through a call for proposal process managed by ANAT.

## **2. TERM OF RESIDENCY**

2.1 The residency is scheduled to commence on the date of this Agreement and conclude no later than [date].

2.2 The residency will be based at the HOST ORGANISATION's premises for a period of SIXTEEN full-time weeks or part-time equivalent as agreed by the Parties to the Agreement.

- 2.3 The hours of access to the facilities of the HOST ORGANISATION will be 9am-5pm, Monday to Friday, or as otherwise agreed with the ARTIST.

### **3. BUDGET**

#### **ANAT**

- 3.1 ANAT will pay the ARTIST a stipend of [amount]. The stipend will be paid in advance in monthly installments, from commencement of the residency, on presentation to ANAT of a tax invoice (quoting the ARTIST's ABN if applicable).
- 3.2 ANAT will pay the ARTIST an allowance of [amount] full-time week to be paid in advance in monthly installments along with the stipend on presentation to ANAT of a tax invoice (quoting the ARTIST's ABN if applicable).
- 3.3 ANAT will pay the ARTIST the project costs outlined in Schedule A upon presentation to ANAT of a tax invoice (quoting the ARTIST's ABN if applicable) and supporting receipts.
- 3.4 ANAT will pay the costs associated with the maintenance of the ARTIST's residency blog on the ANAT server for a period of up to 3 years.

#### **The Host Organisation**

- 3.5 The HOST ORGANISATION will provide in-kind and cash contributions towards the residency as detailed in Schedule A.

### **4. DUTIES OF ANAT**

- 4.1 ANAT will maintain regular phone contact with the HOST ORGANISATION and the ARTIST and at least one onsite visit will be conducted by ANAT during the term of the residency.
- 4.2 ANAT will make payments to the ARTIST, as per Clause 3, within seven days of receipt of a tax invoice.
- 4.3 ANAT will promote and publicise the residency in collaboration with the HOST ORGANISATION and the ARTIST.
- 4.4 ANAT will provide the HOST ORGANISATION and the ARTIST with advice, guidance and referrals to suitable resources as required.
- 4.5 ANAT will monitor reports from the HOST ORGANISATION and the ARTIST and is responsible for project acquittal as required.

### **5. DUTIES OF THE HOST ORGANISATION**

- 5.1 The HOST ORGANISATION will support the ARTIST to undertake the activities outlined in Schedule B.

- 5.2 The HOST ORGANISATION shall make the resources contained in Schedule C available to the ARTIST.
- 5.3 The HOST ORGANISATION will be responsible for the day-to-day support and management of the ARTIST's work.
- 5.4 The HOST ORGANISATION will submit the reports detailed in Schedule D to ANAT in a timely manner.
- 5.5 Upon the presentation of the appropriate receipts and by prior arrangement, the HOST ORGANISATION will reimburse the ARTIST all reasonable expenses incurred related to HOST ORGANISATION activities, in accordance with HOST ORGANISATION policy in force at the time, provided that the ARTIST has obtained the approval of the Supervisor to incur such expenses.
- 5.7 The HOST ORGANISATION will assist the ARTIST in securing and promoting any exhibition opportunities to showcase the work produced during the residency.

## **6. DUTIES OF THE ARTIST**

- 6.1 For the purposes of this Agreement, the ARTIST is not an employee or an agent of ANAT or the HOST ORGANISATION, rather each party is an independent entity.
- 6.2 The ARTIST shall undertake the activities outlined in Schedule B in order to create a body of work suitable for exhibition/presentation in the wider community.
- 6.3 The ARTIST agrees to adhere to the Occupational Health and Safety requirements of the HOST ORGANISATION and to comply with security and other procedures as required by the HOST ORGANISATION.
- 6.4 The ARTIST shall take all reasonable measures and comply with any reasonable directions to ensure that confidential information or property of the HOST ORGANISATION which is in the ARTIST'S possession or control is protected against loss or unauthorised access or use by third parties.
- 6.5 For the duration of the residency, the ARTIST shall contribute regularly to a project blog (detailed in Schedule D), to be hosted on the ANAT website.
- 6.6 The ARTIST will submit the reports and documentation detailed in Schedule D to ANAT in a timely manner.
- 6.7 Within FOUR weeks of the conclusion of the residency, the ARTIST will provide a copy of each of the works produced within the residency to ANAT, which ANAT may make copies and use only for promotional non-commercial purposes.

## **7. INSURANCE**

- 7.1 The HOST ORGANISATION indemnifies the ARTIST for any injury sustained by the ARTIST while on the HOST ORGANISATION's premises for the purposes of the residency and where this is caused by any negligent act or omission by the HOST ORGANISATION.
- (a) The indemnity given by the HOST ORGANISATION will be reduced proportionately to the extent that a breach of this Agreement or any unlawful or negligent act or omission by the ARTIST may have contributed to any such injury.
  - (b) Nothing in this clause 7.1 will render the HOST ORGANISATION liable for any loss of profits, special, indirect or consequential loss or damages (including economic loss and exemplary damages).
- 7.2 The HOST ORGANISATION does not accept liability for any loss or damage to equipment or personal effects of the ARTIST. It is understood that it is the obligation of the ARTIST to take out adequate insurance for all personal property held by the ARTIST.
- 7.3 As the ARTIST has advised that the ARTIST does not have current public liability or professional indemnity insurance, the HOST ORGANISATION agrees to include the ARTIST under the following protections to be provided by Unimutual Limited:
- (a) General and Products Liability protections to the level of at least ten million dollars (\$10,000,000); and
  - (b) Professional Liability protections to the level of at least five million dollars (\$5,000,000)
- solely in respect of the services to be performed by the ARTIST pursuant to this Agreement.
- 7.4 The ARTIST must ensure that nothing is done to jeopardise the protections offered by Unimutual Limited pursuant to Clause 7.3.

## **8. INTELLECTUAL PROPERTY**

- 8.1 Copyright and any other intellectual property rights in any Project Material will be retained by the author/maker of that Project Material, as prescribed by the *Copyright Act 1968*.
- 8.2 Subject to this Agreement, each Party is granted a world-wide, royalty-free, irrevocable and perpetual non-exclusive licence to use the other Parties' Project Material for non-profit purposes.
- 8.3 A party to this Agreement will not be entitled to use any other Party's Project Material for any purpose other than a non-profit purpose without the relevant Party's prior written approval and agreement on terms of use, including the sale of the Project Material. A Party will not unreasonably withhold such approval.
- 8.4 Subject to clause 8.2 and any agreement or licence obtained under 8.3, nothing in this Agreement precludes the owner/s of intellectual property in any Project Material from exercising their full rights in that Project Material.

- 8.5 Each Party warrants that in creating and using the Project Material, that Party will not infringe any other person's copyright or intellectual property rights.
- 8.6 Ownership of the original copies of the Project Material shall remain with the ARTIST.
- 8.7 Ownership of any copies of the Project Material provided to ANAT pursuant to Clause 6.7 shall vest in ANAT but shall only be used by ANAT in accordance with Clause 6.7.

## 9. ACKNOWLEDGEMENT

- 9.1 ANAT, the HOST ORGANISATION and the ARTIST will include the following acknowledgment on all promotional or publicity material relating to work produced during the residency:

Presented by The Australian Network for Art and Technology and the HOST ORGANISATION in association with the Australian Government through the Australia Council for the Arts, its arts funding and advisory body.

Plus:

ANAT logo, the HOST ORGANISATION logo and the Australia Council for the Arts logo

- 9.2 All publicity incorporating a Party's acknowledgement strictly requires the prior written approval by that Party prior to publication.

## 10. GST

- 10.1 In this clause the expressions "consideration", "GST", "input tax credit", "supply", "tax invoice", "recipient" and "taxable supply" have the meanings given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999*.
- 10.2 Unless otherwise expressly stated, all amounts payable or consideration provided under this Agreement are inclusive of GST.
- 10.3 If GST is imposed on any supply made under this Agreement, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on the taxable supply subject to the recipient first receiving a valid tax invoice. The additional amount is payable at the same time as payment is required for the taxable supply under this Agreement.
- 10.4 If a party is required under this Agreement to pay for, reimburse or contribute to any expense, loss or outgoing ("reimbursable expense") suffered or incurred by the other party, the amount payable by the first party will be the sum of:

- a) the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense (“net amount”); and
- b) if the other party’s recovery from the first party is a taxable supply, any GST payable in respect of that supply, such that after the other party meets the GST liability, it retains the net amount.

## **11. CANCELLATION OR SUSPENSION OF THE PROJECT**

- 11.1 The Artist must notify ANAT within 24 hours of any suspension and/or cancellation of the Project or any reasonable likelihood of a cancellation and/or suspension of the Project.
- 11.2 Upon the cancellation and or suspension of the Project by the Artist, the Artist must repay to ANAT all Project funding that:
  - a) had, on the date of cancellation or suspension, yet to be expended on the activities detailed in Schedule B; and
  - b) is a refundable amount available on a prepayment on the activities detailed in Schedule B.
- 11.3 ANAT shall not be obliged to provide the agreed in-kind or cash contributions detailed in Schedule A if the Project is suspended or cancelled.
- 11.4 The Artist is responsible for any repayments under Clause 11.2 as well as any costs associated with recovery of those repayments, these include but are not limited to, debt collection fees, solicitor’s fees and any other legal fees.

## **12. TERMINATION AND MEDIATION**

- 12.1 Any party may terminate this Agreement by giving the other parties no less than Fourteen (14) days written notice of termination and reasons for the termination.
- 12.2 This Letter constitutes the entire Agreement between the parties in relation to the Project and supersedes any previous representations or agreements.
- 12.3 Upon termination any and all property of the HOST ORGANISATION in the custody or control of the ARTIST shall be returned to the HOST ORGANISATION promptly.
- 12.4 Any dispute which arises out of this Agreement is to be submitted to mediation by a mutually agreed upon Mediation Service, prior to any Party terminating this Agreement or having recourse to arbitration or litigation.
- 12.5 Nothing in this Agreement shall be interpreted as constituting a partnership between the parties or shall render them liable to or for the others debt and/or liabilities of the other.

## 12. SIGNATURES

SIGNED FOR AND ON BEHALF OF ANAT

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_ 2007

SIGNED FOR AND ON BEHALF OF THE [host organisation]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_ 2007

SIGNED BY [the artist]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_ 2007

**SCHEDULE A:  
RESIDENCY BUDGET**

**SCHEDULE B: PROJECT OUTLINE**

**SCHEDULE C: RESOURCES TO BE PROVIDED BY THE HOST ORGANISATION**

The ARTIST will be provided with the necessary office and technical infrastructure to support the residency.

Relevant HOST ORGANISATION staff will contribute their research and development expertise to the project.

**SCHEDULE D: REPORTING AND DOCUMENTATION REQUIREMENTS**

**1. ARTIST'S BLOG**

The ARTIST will keep a blog, to be hosted on the ANAT website, for the duration of the residency. The blog shall comprise notes, images and other material updated daily or weekly and shall, at a minimum, report on significant events and milestones as they occur during the residency.

ANAT will set up and provide hosting of the blog for a period of up to three years following the completion of the residency.

**2. ARTIST'S REPORTS**

The ARTIST will supply the following reports to ANAT:

- a) A one-page progress report at the half-way point of the residency.
- b) An Evaluation Report submitted to ANAT within FOUR weeks of the conclusion of the residency program. The report should address the following and should be no longer than 3 x A4 pages in length:
  - Comment on the application procedure
  - Comment on resources provided by the HOST ORGANISATION
  - Comment on liaison with and support from ANAT
  - Did the residency fulfil the expectations of the artist?
  - How has the residency contributed to the Artist's development?
  - How has the residency contributed to the Artist's knowledge and understanding of the science research area?
  - What are the outcomes of the residency and ongoing opportunities for the artist?
  - Any other comments
- c) The residency is to be documented by the ARTIST for archival and promotional purposes. All usage of documentation material will adhere to Clause 8 of this

Agreement. If the ARTIST is unable to deliver any of the following, alternative arrangements must be made with ANAT.

**High resolution digital images:**

- minimum six images of the artist at work during the residency period
  - minimum six images of the work in progress
- d) The ARTIST will provide a copy of the work produced within the residency (or, in the event of a situational or non-copyable work, a minimum of six still images of the work) to ANAT for promotional non-commercial purposes within FOUR weeks of the conclusion of the residency or an alternative date if agreed to in writing by ANAT.

**3. HOST ORGANISATION'S REPORTS**

The HOST ORGANISATION will supply the following reports to ANAT:

- a) A one-page progress report at the half-way point of the residency.
- b) An Evaluation Report submitted within FOUR weeks of the conclusion of the residency program. The report should address the following and should be no longer than 3 x A4 pages in length:
  - Comment on the application procedure
  - Comment on liaison with and support from ANAT
  - Did the residency fulfil the expectations of the HOST ORGANISATION?
  - How has the residency contributed to the HOST ORGANISATION's understanding of creative and artistic practice?
  - What are the outcomes of the residency and ongoing opportunities for the HOST ORGANISATION?
  - Would the HOST ORGANISATION consider hosting another residency in the future?
  - Any other comments