

The successful Artist will be asked to enter in to an Agreement with Foundation Derbyshire ("FD"), regarding delivery of the Jonathan Vickers Fine Art Award residency.

The key terms of this Agreement will include but are not limited to the following:

Definitions

- The Award shall mean the artist's residency known as the Jonathan Vickers Fine Art Award.
- The Term shall mean 1st October 2019 to 30th June 2020.
- The Exhibition Period shall mean such period in which FD is able to arrange for exhibition or exhibitions of the Artwork in Derbyshire and London between July 2020 and February 2021.
- The Brief shall mean the following description of work:
The Artist will create a body of work in response to the landscape, heritage and people of Derbyshire on the theme "a sense of place". Within this theme the artist will be free to pursue their own research and to develop their own artistic practice.
- The Sponsors are the University of Derby, Rolls-Royce plc, Derby Museums and Art Gallery ("DMAG") and any other bodies that may agree to sponsor the Award during the Term.

1. The Artwork

During the Term the Artist shall produce a body of artwork as described in the Brief ("the Artwork") to a professional standard of presentation and quality and the quantity of which shall be commensurate with the period of the Award. The Artist shall devote themselves to the production of the Artwork during the Term and shall only engage in producing any other artwork with the prior agreement of FD.

2. The Artwork shall be exhibited by FD in Derbyshire and London at such venue or venues as they shall determine during the Exhibition Period. The costs of mounting the same (including transportation costs) shall be borne by FD but the Artist shall pay the commission levied by the venue or venues on any sales. The Artist shall have the Artwork ready to be catalogued and exhibited by such date as FD shall reasonably require at the expiry of the Term. The Artist shall assist as reasonably required in the planning, mounting, promotion and marketing of such exhibition or exhibitions and in the design and production of the catalogue, and shall make themselves available as reasonably required for press briefings, private views or other events and meetings before, during and up to the conclusion of the Exhibition Period.

3. None of the Artwork shall be sold or otherwise disposed of during the Term. At the conclusion of the Term, FD shall be entitled to:
 - (a) One piece or 20% (whichever shall be greater) of the Artwork which shall be selected by and be the property of FD.
 - (b) A selection of the working drawings and photographs created by the Artist during the Term, such selection to be agreed with the Artist.
 - (c) Make a run of a maximum of 500 high quality reproduction copies of any of the Artwork to be marketed by FD as Limited Editions which shall be the property of FD.

Subject thereto, the remainder of the Artwork, working drawings or photographs shall be the property of the Artist.

4. Subject to clause 3 above, the remainder of the Artwork shall be subject to the following commissions:
 - a) A commission of 30% of the sale price of any sale will be levied by FD in the 24 months after the end of the Term, including sales made at the exhibitions referred to above.
 - b) A commission of 30% (inclusive of VAT) of the sale price of any sale will be levied by Derby Museums and Art Gallery on sales made during the exhibition on its premises in 2020.
 - c) A commission of 30% plus VAT of the sale price will be levied by Mall Galleries on any sales it brokers between the Artist and its own clients after the exhibition on its premises has ended.

FD reserves the right at the end of the London exhibition to market any unsold Artwork for sale by the Mall Galleries for a period of [9] months.

5. Copyright in the Artwork shall remain vested in the Artist but, in addition to the right to reproduce granted by clause 3(d) above, the Artist hereby grants the irrevocable right to FD to reproduce any of the Artwork by any means provided it is for the sole purpose of promoting the Jonathan Vickers Fine Art Award, FD and its charitable activities.

5. Teaching Workshops and Events

During the Term, without further remuneration, the Applicant shall undertake the equivalent of 5 days teaching in the School of Arts at the University of Derby at such reasonable times and locations as are arranged by the University of Derby and FD.

6. During the Term, without further remuneration, the Applicant shall lead a series of no more than 4 workshops (unless otherwise agreed with the Artist) in aspects of Art and Design in Derbyshire and other community locations, which will be arranged in consultation with the Artist by FD.
7. During the Term the Artist will endeavour to participate in artistic events which occur in the premises in which the Studio referred to in Clause 8 below is located, or more generally, throughout Derbyshire.
8. Premises and residence
FD shall provide for the Artist the use of a studio in Derbyshire ("the Studio") for the duration of the Term and until 30th November 2020 for the production of the Artwork. The Artist shall maintain the Studio in the condition in which they took possession of it and, upon vacating it, agrees to indemnify FD in respect of any cost incurred by FD in returning it to that condition.
The Artist may store the Artwork in the Studio during the Term and until 30th November 2020.
9. The Artist shall have their main residence in Derbyshire during the Term. The studio referred to in clause 8 above will not comprise living accommodation. The Artist shall be responsible for arranging and financing their accommodation during the Term.
10. Payment
FD shall pay the Artist:
- At the commencement of the Term: £2,000
 - At monthly intervals for the following 7 months: £2,000 per month
 - Upon having satisfactorily completed their obligations in this Agreement: £2,000
11. The Artist shall be entitled to reimbursement of reasonable expenses wholly and necessarily incurred in the performance of their obligations under this Agreement provided that an invoice or other satisfactory proof of payment is tendered to FD and subject to the following maxima:
1. Artists' materials: £1,000
 2. Travel between the Studio and sites in Derbyshire visited in order to produce the artwork: £1,000
 3. Exhibition and other production costs including framing: £1,000
 4. Production of an Exhibition Catalogue To be agreed

Such expenses may not include the retention of subcontractors or staff.

12. The Artist shall be responsible for any taxation arising as a result of paragraphs 8 to 12 above.

13. Promotion of the Award

The Artist shall use their best endeavours to promote the Award both during the Term and subsequently, including assisting Mall Galleries in their promotion of the Award. When the opportunity arises they will acknowledge the assistance provided to them by the Award, the assistance to them of the Sponsors and the fact that the Artwork was created by them as a consequence of the Award.