

# Artists in Schools Program

## SAMPLE CONTRACT for Artists in Schools - Projects

### Roles and Responsibilities for Artist Partner (“the Artist”) and School

This Agreement is made on \_\_\_\_\_  
(Date)

Between \_\_\_\_\_  
(Name of Artist)

of \_\_\_\_\_  
(Address of Artist)

\_\_\_\_\_  
(City, Province, Postal Code of Artist)

\_\_\_\_\_  
(Phone Number and Email of Artist)

*List additional Artists if applicable.*

and \_\_\_\_\_  
(name of School)

\_\_\_\_\_  
(Contact Person)

of \_\_\_\_\_  
(Address of School)

\_\_\_\_\_  
(City, Province, Postal Code of School)

\_\_\_\_\_  
(Phone Number and Email of Contact Person)

IT IS AGREED AS FOLLOWS:

#### 1. The Project

- a) The Artist and School agree to undertake a project (“the Project”) as described in the approved and awarded application.
- b) The Project may be modified, updated, or revised with the written consent of both parties, subject to final approval by SK Arts.
- c) The Project shall include the design and creation of a work of art, as described in the approved application (*strike if not applicable*).

**2. Duration**

- a) The Project will commence on (Start Date) and will continue until (End Date) (the "Project Term").
- b) The Project Term may be extended by written agreement between the parties following SK Arts' approval.

**3. Schedule**

- a) Project Plan

The Project Plan shall include a narrative description of the Project, outlining objectives, priorities, and anticipated timelines including planned activities and deliverables such as workshops, exhibitions, performances, or similar events, where applicable.

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- c) Project Schedule

The Project Schedule shall include a timeline for the Project Term, including key phases, milestones, deliverables and deadlines.

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- d) Final Report

Final reports from both the Artist and Schools are due on: \_\_\_\_\_

**4. Funding**

- a) The *Artists in Schools* program is a SK Arts program supported by funding from Sask Lotteries through the partnership between SK Arts and SaskCulture, and from the Government of Saskatchewan through the Ministry of Education.
- b) The financial responsibility of the grant will be the responsibility of the (School or Artist), as designated in the application.

## 5. Payment

### a) School-Administered Funds

Where the School Partner is responsible for the administration and distribution of grant funds, the School Partner agrees to pay the Artist(s) total fees in the amount of \$\_\_\_\_\_ (the "Fees"). Payment of the Fees shall be made in the following installments:

- \$\_\_\_\_\_ payable on or before \_\_\_\_\_;
- \$\_\_\_\_\_ payable on or before \_\_\_\_\_;

### b) Artist-Administered Funds

Where the Artist is responsible for the administration of the grant funds, the Artist shall allocate and pay fees to themselves in accordance with the budget approved as part of the grant application. Such payments shall be consistent with the terms and conditions of the applicable funding agreement.

## 6. Expenses

### a) School-Administered Funds

Where the School Partner is responsible for the administration of grant funds, the School Partner agrees to reimburse the Artist for eligible expenses reasonably incurred in connection with the Project, provided that such expenses are supported by valid receipts and appropriate documentation. All reimbursable expenses must align with the objectives of the Project and be pre-approved in writing or otherwise mutually agreed upon by both the School Partner and the Artist.

### b) Artist-Administered Funds

Where the Artist is responsible for the administration of grant funds, the Artist agrees to reimburse the School Partner for eligible expenses reasonably incurred in connection with the Project, provided that such expenses are supported by valid receipts and appropriate documentation. All reimbursable expenses must align with the objectives of the Project and be pre-approved in writing or otherwise mutually agreed upon by both the School Partner and the Artist.

### c) Eligible Expense Categories

Subject to the terms set out above, the following categories of expenses may be considered eligible for reimbursement:

- i. Materials: Costs for art supplies or other materials necessary for the execution of the Project.
- ii. Travel: Travel-related expenses, including mileage reimbursement at a mutually agreed rate per kilometre and other pre-approved transportation costs.
- iii. Accommodation: Lodging expenses incurred as a direct result of participation in the Project.

**7. Consultation with School and Community**

The Artist agrees to consult with those groups, the school, community organizations and/or individuals outlined in the Project Proposal, as specified therein.

**8. Assistance**

The school shall provide the following assistance to the Artist (e.g., classroom support, technical staff, volunteers, administrative support):

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**9. Liability or Support Personnel**

Any volunteers, staff, or subcontractors remain the responsibility of the school. The Artist may direct their activities for the Project purposes but assume no employment or legal liability for them.

**10. Artist Responsibilities**

- a) The Artist shall comply with all applicable School or property owner rules, policies, and procedures, including those related to health, safety, conduct, and confidentiality.
- b) The Artist shall carry out Project activities (workshops, visits, exhibitions, performances, etc.) as outlined in the Project Proposal and appropriate to their discipline.
- c) The Artist and School shall collaborate to prepare and submit a final Project report.

**11. Design and Ownership of Artwork**

- a) Ownership of the artwork (if applicable) shall remain with the school unless otherwise agreed in writing.
- b) The Artist shall determine when the artwork is complete, in consultation with the school.
- c) The Artist retains moral rights and copyright unless otherwise agreed in writing.

**12. Copyright and Reproduction Rights**

- a) Copyright remains with the Artist.
- b) The school is granted a non-exclusive right to reproduce project work. Any reproduction after the Project requires prior written consent from the Artist.
- c) The school shall provide reasonable access to works and may allow temporary borrowing of portable works, with responsibility for safe return.
- d) A participant consent form shall be jointly developed outlining rights related to exhibition and reproduction.

- e) Any Project recording requires Artist's written consent for use beyond project-related publicity or promotion.

**13. Moral Rights**

The school shall not alter, destroy, mutilate, or distort any work without written agreement of both parties.

**14. Maintenance**

- a) The School Partner shall maintain artwork according to the Artist's reasonable instructions.
- b) The Artist shall have first option to perform restoration work at a reasonable fee.

**15. Promotion**

Promotion and publicity shall be a shared responsibility of both parties.

**16. Taxation**

- a) If the Artist is engaged as an employee and paid through the school's payroll, statutory deductions apply.
- b) If the Artist is an independent contractor, they are responsible for all tax obligations.

**17. Insurance**

- a) The school should maintain appropriate liability insurance.
- b) The Artist is responsible for insurance on their own equipment and works.
- c) Neither party is liable for the other's property unless caused by negligence or misconduct.

**18. Disruption of Work**

Force majeure events may result in extension of the Project. Neither party is in breach reasonable efforts are made to resume work.

**19. Termination**

Either party may terminate for material breach if not remedied within 15 days or written notice. Fees earned up to termination remain payable.

**20. Changes to the Agreement**

Amendments must be in writing and signed by both parties.

**21. Disputes**

Disputes shall be referred to SK Arts for mediation. If unresolved, SK Arts may wind down the project.

**22. Governing Law**

This Agreement is governed by the laws of Saskatchewan and Canada.

**23. Notices**

Notices may be delivered by hand, registered mail, or email with digital signature to the address listed above.

**SIGNATURES**

Artist: \_\_\_\_\_

School Partner: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

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

For Reference Purposes Only