

Touring Exhibition

Exhibition Title

This is an agreement between:

The Touring Agency:

Museums & Galleries NSW Ltd, 43 - 51 Cowper Wharf Road, Woolloomooloo
NSW 2011 (ABN 71 085 677 041) Ph: 02 93581760 Fax: 02 9358 1852

and

The Gallery:

Gallery Name

Address

Suburb State Pcode

Ph: xx xxxx xxxx Fax: xx xxxx xxxx

by which the Gallery and the Touring Agency agree to develop and carry out the Tour *Exhibition title* ('the Exhibition') to Venues to be negotiated by the Touring Agency, and agreed upon by both the Touring Agency and the Gallery:

1. THE EXHIBITION

1.1 The Gallery will:

- a) develop and prepare for touring the Exhibition in accordance with the Touring Policy (attached at Schedule B);
- b) ensure the collation and authorised reproduction of artworks (as noted in Schedule F), installation, deinstallation, and oversight of the Exhibition;
- c) execute an Artist Loan Agreement (as appropriate) for each of the Works. The loans must be for a period spanning the date the exhibition

departs the Gallery through to two weeks following the ending date of the Tour (Month Year - Month Year).

1.2 The Touring Agency will:

- a) be responsible for the exhibition from Month Year until the date it is returned to Gallery or the nominated agent;
- b) in collaboration with Gallery, prepare an itinerary for the Touring Exhibition and execute Venue Loan Agreements with each tour Venue as outlined in Schedule E;
- c) provide Gallery with a full list of Works per 2008 tour Venue by day month year, and a full list of Works per 2009 tour Venue by day month year.

2. FINANCIAL MANAGEMENT AND EXPENSES

2.1 Goods and Services Tax (GST)

The parties acknowledge and agree that:

- a) the consideration due or payable for any supply of any goods, services or any other things under this agreement has been calculated without regard to, and is exclusive of, any GST;
- b) if any GST is imposed on any supply made under this agreement, the supplying party may recover from the recipient party, in addition to any consideration payable for the supply, an amount equal to the GST imposed on the supply calculated at the GST tax rate prevailing at the time the supply is made (the 'GST amount'), provided that the supplying party has provided to the recipient party a valid tax invoice complying with applicable laws and regulations (the 'Tax Invoice');
- c) if the recipient party is required to pay any GST amount in accordance with this clause, the recipient will pay the GST amount within 14 days of receiving the tax invoice.

2.2 The Gallery will:

- a) in consultation with the Touring Agency, be responsible for producing promotional and educational material for the Exhibition, including an Education Kit by **day month year**
- b) be responsible for producing colour-proofed reproduction quality digital images of each Work in the exhibition for media and publicity purposes by **day month year**
- c) provide information for supply of approved wall paint for the projection of the work(s) in each venue.

2.3 The Touring Agency will:

- a) administer the Venue Hire Fees from each venue based on number of works displayed and outlined in Schedule G, which will include payment of freighting for the Touring Exhibition and an insurance cover of **\$500** and artist fees;
- b) build into the Venue Loan Agreements the requirement for venues to report the material condition of the work/s in playback, including image and audio quality and contact the Touring Agency if any technical issue arises;
- c) work with the Gallery and the Artist, subject to availability, that one member of the project team (artist, Gallery or Touring Agency representative) is available for installation/opening event when possible from an allocation of funds from the exhibition hire fee (to a maximum amount of **\$x00** per venue);
- d) build into the Venue Loan Agreements a clause forbidding the duplication of any work/s;
- e) receive electronically and in hard copy the completed Education Kit and distribute with all promotional material to each venue (four weeks prior to the opening at each venue);
- c) administer the budget and organise the carriage of the Exhibition to and from each Venue and then return of each work to the Artist/Lender within Australia within four weeks of the completion of the Touring Exhibition;

- d) administer all grant and sponsorship funds secured by the Touring Agency in consultation with the Gallery;
- e) provide a statement of income and expenditure of the Tour to the Gallery within **two months** of the Tour finishing, if requested.

2.4 The Gallery will:

- a) consult on an ongoing basis with the Touring Agency to discuss/advise display and technical requirements for the duration of the Tour;
- b) be responsible for payment of all promotional and educational material for the Exhibition including catalogue, graphics and tour manual;
- c) work with the Touring Agency and the Artist to ensure that one member of the project team (artist, Gallery or Touring Agency representative) travels for installation and/or the Opening event when possible;
- d) administer payment and organisation for this travel and accommodation for staff for installation and/or the Opening event when possible from an allocation of funds from the exhibition hire fee (to a maximum amount of \$x00 per venue) and supplement, where necessary, from The Gallery funds;
- e) be responsible for payment of artists' fees of \$1000 per venue;
- f) be responsible for payment of any licensing fees or reproduction costs associated with copyright and/or reproduction and/or use in any form of any of the Works included in the Exhibition for promotional purposes;
- g) manage the sale and distribution of the book *name of book by author's name* (the 'Book') and process through to the Venues on a presale basis of \$10 wholesale and \$20 retail;
- h) provide one complimentary copy of the Book per Venue;
- i) ensure that both The Gallery and Touring Agency have sighted and signed off on all materials related to the Touring Exhibition;
- j) provide copies of the Artworks as requested by each venue in consultation with the Touring Agency;
- k) provide one reserve copy of each Artwork for backup purposes.

2.5 The Touring Agency will:

- a) collaborate, at its absolute discretion, with the Gallery to assess budgetary needs for touring and, with the Gallery, seek funding for touring;
- b) administer, at its absolute discretion, all Exhibition Fees, grants and sponsorship funds if secured by the Touring Agency;
- c) in consultation with the Gallery, determine an appropriate Exhibition Fee per tour (for this Exhibition, the fee has been set as outlined in schedule G);
- d) administer the freighting budget and organise the carriage of all the works to and from each Venue;
- e) link its website to the Gallery's (and vice versa) and forward all information to participating Venues so that they can also link to the Gallery's website;
- f) direct any artwork sales enquiries to the Gallery;
- g) ensure that both parties have sighted and signed off on all printed and promotional materials related to the Touring Exhibition.

3. INSURANCE

3.1 The Touring Agency will:

- a) administer \$1000 per calendar year to assess the Exhibition for travel and include the Exhibition under its insurance policy, held with Lloyds of London, for transit and storage throughout the Tour;
- b) ensure a clause is included in the Venue Loan Agreement concerning the adequate insurance and public liability cover for the Exhibition while on display and in storage at each Venue;

3.2 The Gallery will:

- a) advise the current insurance value for each work in the exhibition and collective value of all works in exhibition

4. PROMOTIONAL AND EDUCATIONAL MATERIAL

4.1 The Gallery will at its own expense prepare and submit to the Touring Agency:

- a) a written description and final list of Works with insurance value, size, materials and any other relevant details of the Works by no later than [insert date] prior to the commencement of the Tour;
- b) information for a generic press release by no later than [insert date] prior to the commencement of the Tour, to be used by the Touring Agency at the absolute discretion of the Touring Agency for distribution to the media, Venues and for any other promotional or educational purposes which it considers appropriate;
- c) two copies of the Book complete with a Curatorial Essay and list of Works by **insert date** prior to the commencement of the Tour;
- d) copies of the education kit for distribution to the venues by the Touring Agency **insert time** prior to the commencement of the Tour.

4.2 The Touring Agency will:

- a) liaise with each Venue and forward all promotional material as set out in clause 4.1, with appropriate material for the acknowledgment of sponsors/supporters of the Exhibition as set out in Schedule D by at least **four weeks** prior to the Exhibition being displayed at each Venue.

5. COPYRIGHT

5.1 The Gallery warrants that it will obtain from the owners or controllers of copyright of the Works, a limited non-exclusive licence to reproduce the Works in print and digital format and to communicate the Works to the public (including any Internet uses) for the following purposes only:

- i) publicity and critical review pertaining to the Touring Exhibition;
- ii) education material pertaining to the Exhibition and Tour;
- iii) the creation and distribution of a book or brochure;
- iv) creating a non-commercial archive and non-lending reference or database pertaining to the Exhibition.

5.2 The Touring Agency will keep a written account of all reproductions and/or uses of the Works, text and Photography related to the Exhibition throughout the Tour and shall provide a copy thereof to the Gallery.

6. MORAL RIGHTS

Both the Touring Agency and the Gallery will use their best endeavours to ensure that the moral rights of the artists of works in the Exhibition are respected, including rights of attribution and will not do or omit to do anything amounting to derogatory treatment of works.

7. THE ITINERARY

7.1 The Touring Agency will:

- a) negotiate and confirm the Itinerary in consultation with the Gallery;
- b) negotiate and prepare the Venue Loan Agreements in consultation with the Gallery;
- c) negotiate and confirm the type and number of works per venue for the Gallery to arrange authorised duplication.

8. CONDITION REPORTS & CONSERVATION

8.1 The Gallery will at its own expense:

- a) for each Work, on arrival at the Gallery and prior to packing for transit to the Touring Agency, ensure it is in working order and note this on a Condition Report Sheet for tour;
- b) in conjunction with the Touring Agency, provide advice regarding equipment and suppliers for projecting Artworks for the Tour.

8.2 The Touring Agency will at its own expense:

- a) ensure a clause is included in the Venue Loan Agreements concerning specified environmental and security conditions necessary for the Exhibition, in terms set out in Schedule C;
- b) ensure a clause is included in the Venue Loan Agreements requiring specific permission from the Touring Agency regarding Events, including the consumption of food and drinks within the Exhibition space;

- c) ensure a clause is included in the Venue Loan Agreements requiring Venues to maintain sound levels of the Artworks at all times of display;
- d) ensure a clause is included in the Venue Loan Agreements outlining the specific display requirements including equipment and method of display in accordance with the video installation manual.

9. INSTALLATION AND TOURING MANUAL

9.1 The Gallery will:

- a) be responsible for the provision of assistance to the Venues subject to the availability of staff from The Gallery and/or associated staff and funds available;
- b) prepare a comprehensive Touring Manual(s) by providing:
 - i) installation, packing and handling instructions;
 - ii) a list of Works;
 - iii) an invitation list;
 - iv) multiple copies of all wall labels in soft copy format;
 - v) high-resolution still images of the Artworks for non-commercial publicity and promotion;
 - vi) Touring Manual/technical Artwork installation guide;
 - vii) Media Release.

9.2 The Touring Agency will prepare at its own expense:

- i) a tour contact list;
- ii) an invitation list for appropriate supporters and sponsors;
- iii) a copy of the Exhibition Report Form;
- v) a list of works per Venue.

10. FREIGHT/TRANSPORT OF WORKS

10.1 The Gallery will at its own expense:

- a) be responsible for the adequate and safe packing of the Exhibition to the Touring Agency with each work individually labelled and identified;
- b) ensure all Wall Labels and Signage for the Exhibition are supplied to the Touring Agency in PDF and accessible format;
- c) ensure the Touring Manual is packed.

10.2 The Touring Agency will:

- a) administer and arrange all carriage, with a registered carrier service, of the Works to each Venue including providing the carrier with the following:
- the title of the exhibition;
 - the names, addresses and telephone numbers of contact persons at all host galleries;
 - preferred dates and times for pick-up and delivery to and from the Venue/s;
 - the number of boxes of labels, signage, posters, flyers, catalogues, education materials, merchandise, number of DVDs and condition report check sheets which will be travelling with the exhibition.

11. ACKNOWLEDGMENTS AND FEEDBACK

11.1 The Gallery will at its own expense:

- a) acknowledge Museums & Galleries NSW as the Touring Agency at the opening and in all printed and promotional material and Signage accompanying the Touring Exhibition as set out in Schedule D;
- b) acknowledge all sponsors/supporters of the Exhibition in terms set out in Schedule D.

11.2 The Touring Agency will at its own expense:

- a) request Feedback in the form of an Exhibition Report one month after the Exhibition has finished in each Venue;
- b) forward visitor numbers to the Gallery upon receipt of the Exhibition Report;
- c) provided the Feedback is forthcoming, correlate the Feedback into a document "the Report" and forward a copy to the Gallery, the Artists and any sponsors/supporters obtained by or through the Touring Agency as set out in Schedule D by **12 weeks** after the completion of the Tour;

- d) ensure that Venues obtain sign-off from the Gallery as the organising institution on all promotional material relating to the Exhibition and Tour

12. MISCELLANEOUS

12.1 Scope and Jurisdiction:

- a) This Agreement constitutes the understanding of the parties with respect to the management of the Exhibition Tour by the Touring Agency.
- b) Variations to this Agreement may be made at any time provided that those variations are acceptable to both parties and are in writing and signed by both parties.
- c) This Agreement shall be construed in accordance with the laws of New South Wales.
- d) Neither party may legally bind the other to any agreement or arrangement with a third party unless with the prior written approval of the other party.

12.2 Termination:

- a) If the Gallery is in breach of any of its obligations, as set out in this Agreement, the Touring Agency may give written notice of the breach and give 14 days in which the Gallery has to remedy the breach. If the breach remains un-remedied the Agreement may be terminated by the Touring Agency.
- b) If the Agreement has been terminated by the Touring Agency as provided for in clause 12.2 (a), the Gallery is responsible for all costs incurred by the Touring Agency as a result of the Gallery breach including costs associated with the return of the works to the Artist or Lender.

12.3 Cancellation:

The Touring Agency reserves the right to alter or cancel the Tour at any time without financial or legal recourse to the Gallery.

12.4 Disputes:

- a) The Gallery and the Touring Agency will use their best efforts to give effect to the spirit and intent of the Agreement.
- b) The Gallery and the Touring Agency will use their best efforts to resolve informally, any dispute arising out of this agreement.
- c) Any dispute that is not resolved informally as per clause 12.4 (b) will be submitted to the rules of the Arts Law Mediation Service, a program of the Arts Law Centre of Australia before recourse is had to arbitration or litigation.

12.5 Severability

In the event that any provision of this Agreement is void, voidable, unenforceable or illegal, that provision will in the first instance be read down and if it cannot be read down it will be severed and the remainder of the Agreement will retain its full effect.

SIGNATURES

Signed For And On Behalf Of The Touring Agency By:

_____ Date _____

CEO, Museums & Galleries NSW

Signed For And On Behalf Of The Gallery By:

_____ Date _____

Executive Director, gallery

Schedule A

Definitions

This Agreement will use the following terms as interpreted below:

1. **'Artist'** refers to the artist whose Work has been selected to be included in the Exhibition.
2. **'Artist Loan Agreement'** refers to the agreement negotiated between the Gallery and the Artist regarding the terms and conditions under which the Artist will lend the Work/s the Gallery for the purpose of the Exhibition and the Tour (see Museums & Galleries NSW Standard Artist Loan or Lender Loan Contract).
3. **'Artist's Loan Fees'** refers to fees payable by the Gallery to each artist calculated according to the number of artists involved in the Exhibition and the duration of the Tour.
5. **'Condition Report Sheet'** documents the title and details of each work with space provided for each Venue to comment on the condition of the Work when it arrives at the Venue and on departure.
6. **'Curatorial Essay'** refers to a piece of critical writing prepared by the curator of the Exhibition for the Exhibition catalogue discussing the concept, the Work/s and the Artist/s in the Exhibition.
7. **'Exhibition Fee'** is a set and predetermined fee payable by the Venue to the Touring Agency for the loan of the Exhibition.
8. **'Feedback'** is all comments written or verbal from members of the public regarding the Exhibition. Feedback may take the form of letters to the Venue or comments in the Venue visitors' book.
9. **'Photography'** is any photographs/reproductions of the Works in the Exhibition or the Exhibition in situ.
10. **'Text'** is all written promotional and/or educational material prepared for the Exhibition and Tour.
11. **'The Exhibition'** refers to the curated collection of Works under the title of "[insert name of exhibition]" distributed separately per venue.
12. **'The Gallery'** refers to **name of gallery**.

13. **'The Itinerary'** is the schedule of Venue/s by which the Exhibition is toured.
14. **'Touring Manual'** is a folder/document for the use by Venues clearly setting out the following:
 - a packing/crate list
 - installation instructions with images
 - packing and handling instructions
 - a Venue contact list
 - a copy of the Venue Loan Agreement
 - a copy of the exhibition report form
 - the Tour Itinerary with pick-up and delivery dates
 - a basic outline of the exhibition for any interviews etc. (if provided by the Gallery)
 - a copy of the Book (if provided by the Gallery)
 - a list of works and artists
 - an invitation list
 - a copy of the press release
 - address labels for the crates/packages for each venue
15. **'The Report'** is the compilation of all feedback, press clippings, invitations, press releases, education programs, and Exhibition reports (numbers, types and frequency of visitors, reports on radio and television press coverage).
16. **'The Tour'** refers to all facets related to the organisation of the Exhibition while it is in transit to, on display in, or in storage at each Venue.
17. **'The Touring Agency'** refers to Museums & Galleries NSW.
18. **'Venue/s'** refers to the series of galleries/exhibition spaces hosting the Exhibition during the Tour.
19. **'Venue Loan Agreement'** refers to the agreement negotiated between the Touring Agency and each Venue regarding the terms and conditions under which the Exhibitions will be lent to each Venue for the purpose of the Tours.
20. **'Work/s'** refers to the works of art selected to be part of the Exhibitions.

Schedule B

Touring Policy: Museums & Galleries NSW (M&G NSW) facilitates and manages state and national tours of contemporary art, craft and design exhibitions, with an emphasis on regional access. M&G NSW maintains an innovative and diverse touring program of high quality contemporary visual art and craft from artists of culturally diverse backgrounds.

The Visual Arts Reference Committee in selecting exhibitions to be included in the M&G NSW Program will give priority to projects that:

- promote an understanding and appreciation of contemporary visual arts, craft and design;
- are curatorially sound and display thorough research and development;
- support and encourage the growth of contemporary art practice throughout NSW and the ACT;
- provide a means of interpretation and access to the exhibition by way of public programs and audience development;
- are physically and logistically suitable for touring;
- show evidence of sound planning, organisation, management and financial administration;
- accommodate fees at no less than the recommended rates for professional arts workers (available from NAVA);
- involve qualified/skilled staff;
- contribute to the balance and diversity of the M&G NSW touring program.

Consideration will also be given to projects that:

- maximise the provision of quality art experiences to a broad audience throughout NSW, the ACT and nationally;
- promote contemporary artists to new audiences;
- provide opportunities to raise professional standards for staff and venues in regional areas;
- are relevant to regional audiences;
- promote the role of the regional gallery or the visual arts organisation within the community;

- promote partnerships with other organisations.

NOTE: M&G NSW will support the tour of art work and/or historical exhibitions where the curator or host gallery can demonstrate the content and context will play a significant role in developing current practice and critical debate.

Schedule C

Environmental and Security Conditions

The following terms relating to standard of care of the works form part of Museums & Galleries NSW standard Venue Loan Agreements:

1. The Borrower shall ensure the safe protection of the Works at all times, including but not limited to protection from hazards of fire, theft, insects, dirt, foodstuffs, drink, smoking, or handling by unauthorised or inexperienced personnel and members of the public.
2. The Borrower shall ensure that any cleaning and maintenance in the Exhibiting Gallery is done under supervision of the Borrower's staff.
3. No Works shall be conserved or restored without the express written permission of the Lender.
4. The Borrower shall not alter, modify or destroy any Work, or do any other thing which may compromise the integrity of the Work - including altering sound levels and presentation of the Work/s.
5. The Works shall be stored and installed only in a facility that is equipped with adequate fire detection/prevention and security monitoring systems.
6. The Borrower shall ensure the Works are under personal supervision or electronic surveillance at all times during opening hours. While the Receiving Gallery is closed, the Borrower will ensure the Works have adequate electronic security and the Receiving/Exhibiting Gallery is only accessed by authorised persons.

Schedule D

Sponsor/Supporter's Acknowledgments

As Supporters of the Exhibition: **the gallery**, Museums & Galleries NSW, the Australia Council for the Arts, Arts NSW and the **X Foundation** will be acknowledged in the following ways:

- with logo in black and white, on all printed material related to the tour such as on:
 - a. Signage accompanying the Exhibition
 - b. generic Press release
 - c. Exhibition invitations
 - d. local press releases written by the Gallery;
 - e. education kit/sheets
 - f. invitations
- in any electronic promotion of the Exhibition
- in any paid advertising by the Gallery or Venues;
- in any promotional or educational material relating to the Exhibition or the Tour.

NOTE: The Venues will be supplied with relevant logos either on disc or via e-mail. All printed material provided by the Gallery will display the full range of sponsors/supporters.

TAGLINES: A **name of gallery** exhibition toured by Museums & Galleries NSW.

Schedule E

Exhibition Tour Itinerary

1. X Gallery dates
2. Y Cultural Centre dates
3. Z Library/Museum dates
4. Z Regional Gallery, dates
5. etc

Schedule F

List of works with insurance values.

All works should be projected onto a wall that is painted with Rosco reflective paint. Some works can be displayed on Plasma LCD screens.

1. [name of work]

Digital video, [duration] [format]

Videography: [name]

Sound: [name]

Courtesy of [name]

Installation requirements:

1 x projector (4:3 standard PAL)

1 x dvd player (4:3 standard PAL)

1 x stereo sound system (including amplifier, stereo speakers and sub-woofer)

2. etc.

3. etc.

Schedule G

List of Hiring Fees

\$amount AUD per venue choosing 3–4 works

\$ amount AUD per venue choosing 5–6 works

\$ amount AUD per venue choosing 7–8 works

(exclusive of GST)