**COOPERATION AGREEMENT**

**For the realisation of an artistic project**

**Between the undersigned:**

1° …………………………………………………………………………………………………………, residing at …………………………………………………………………………………………………, ………………………………………………………………………………………………………………………,

hereinafter referred to as ‘**the Artist’**;

and

2° …………………………………………………………………………… (name and legal form) established at ……………………………… …………………………………………… (registered office address) registered in the Crossroads Bank for Enterprises under the number …………………………………………………… ……………………………………………………… represented by Mr/Ms ……………………………………………………… …………………………………………………… (position), hereinafter referred to as **‘the Organisation’**;

considering:

• THAT the Organisation wishes to realise the following artistic project: …………………………………………………………………………………………………………

• THAT the Organisation wishes to work with the Artist for this purpose;

• THAT the Artist declares that he/she is not registered as a self-employed person/

OR declares to be self-employed and wishes to work on a self-employed basis/

OR will deliver the artistic activities/creations in the context of the standard expense deduction scheme for artists (delete as appropriate).

**the following is agreed**:

**I. Object of the agreement**

1° The organisation is entrusting the execution of the following artistic assignment to the Artist: ……………………………………………………………………………………………………………2° The artistic project for which this assignment is being delivered will commence on ……………………… and continue until …………………

The artistic assignment must be delivered on ………………………………/executed before ………………

OR

*The Artist will adhere to the planning and timing agreed by the Organisation with the client(s) when carrying out his or her assignment*

3° The artistic assignment must be carried out at …………………………… (location).

*If applicable:* *The Organisation shall inform the Artist of the following characteristics of this location:* …………………………………………………………………………………………………

**II. Organisation of the collaboration**

4° The Organisation will provide the Artist with all information necessary for the execution of the assignment.

5° The Artist will perform his or her work in the spaces of the Organisation/in his or her own workshop/at the location of his or her choice *(delete as appropriate)*.

The Organisation is making the following space available to the Artist for the execution of his or her assignment: ……………………………………………………………………………………………………………

The Artist can appeal to the following materials and/or services of the Organisation for the execution of the assignment: ……………………………………………………………………………………………………………

For an agreed period, the Artist can transfer materials, documentation and/or equipment from the Organisation to his or her workshop, if this is required for execution of the assignment.

In such a case, the Artist will inform the Organisation in writing of what he or she is taking on loan, and will obtain a receipt on its return.

6° The Artist will loyally cooperate with the Organisation in the planning and execution of the assignment.

7° The Artist will be involved in consultation with – and presentations to – the client(s) of the Organisation, at the registered office of the Organisation or at the client(s) location, in Belgium or abroad, insofar as this is required for realisation of the assignment.

The Artist will also be involved in the external communication of the project. The Organisation will inform the Artist in due time of these arrangements with third parties. Subject to timely notification by the Organisation, the Artist will keep himself or herself available for these activities on the agreed dates.

*OR*

*These arrangements will be established by the Organisation in consultation with the Artist.*

**III. Remuneration of the Artist**

8° The Artist will receive remuneration of …………………………………… euros per hour/day worked. ……………….. exclusive of VAT. OR The Artist will receive flat-rate remuneration of ………………………………………, exclusive of VAT.

9° The Artist will be allowed to charge all material and documentation costs incurred in the execution of the assignment, as well as travel and accommodation costs, on submission of the supporting documents.

For personal travel, the Artist is entitled to compensation of ………………… euros per kilometre. OR For all material and documentation costs incurred in the execution of the assignment, as well as travel and accommodation costs, the Artist will receive flat-rate compensation of …………………………………… , exclusive of VAT.

10° The Artist will charge his work and costs to the Organisation at regular intervals, and at least once a month.

*OR*

*Compensation for the work and costs is due and payable after execution of the assignment.*

11° The invoices of the Artist to the Organisation will be paid within 30 days after their submission.

**IV. Copyright and/or related rights**

12° The Artist retains the copyrights/or related rights to his or her work. If a transfer is necessary for the use of his or her work, the parties will conclude a separate agreement in which the scope and the compensation for the transfer will be arranged.

13° The Organisation will always mention the name of the Artist along with his or her work.

**V. Insurance**

14° The Organisation will also ensure that the Artist is insured against accidents during the execution of his or her assignment, as well as against his or her third-party liability.

**VI. Unilateral termination by the Organisation**

15° If the Organisation decides to terminate the assignment in whole or in part, the Artist will be compensated for the expenses and work already delivered. The Artist also regains full ownership of his or her copyrights if they were transferred. As compensation for the loss of profit, the Artist will receive the flat-rate amount of ………………………………… *(e.g. 50% of the remaining remuneration).*

*Alternatively, if the possibility of unilateral termination by the Organisation is excluded:*

*The Organisation may not prematurely terminate this agreement unilaterally in whole or in part.*

**VII. Miscellaneous**

16° All changes to this agreement must be made in writing.

17° The present agreement is subject to Belgian law. All disputes regarding the creation, performance and interpretation of the present agreement belong to the exclusive jurisdiction of the courts of …………………………

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This agreement was drawn up in …………………………… copies, with each of the signatories receiving a copy; as a confirmation of which each party has initialled each previous page of this agreement and has signed below at ………………………………………………………………………………………………………,on ………………………………………………………………………………………………………:

The Artist:………………………………………………………………………………………

For the Organisation:…………………………………………………………………………………