**CROSS COLLABORATION CONTRACT**

1. **PARTIES**

**[Name of Company]** (hereinafter referred as Company)

**Address:**

**Organisation nr:**

**Represented by:**

**Email:**

**Phone:**

**[Name of Artist]** (hereinafter referred as Artist)

**Address:**

**Organisation nr:**

**Email:**

**Phone:**

**[Name of Intermediary]** (hereinafter referred as Intermediary)

**Address:**

**Organisation nr:**

**Represented by:**

**Email:**

**Phone:**

1. **INTENTION OF THE PARTIES**

The intention of the parties is to pilot a new format of a collaboration model between artists and the corporate sphere with support of the intermediary organisation, hereinafter referred to as The Pilot. All parties are committed to work in their best manner for a positive experience and with an eye-level approach and respect to the diverse working cultures and disciplines.

1. **DURATION OF THE CONTRACT AND TIMEFRAME**

The Contract enters into force from the moment it is signed by all Parties and runs until a full completion of the obligations. The full completion of obligations is confirmed mutually in an e-mail confirming the Pilot is complete. The deadline for the fulfillment of the obligation is no later than [Date for deadline]. The work of the Artist at the Company starts [starting date] and ends [ending date].

1. **OBLIGATIONS OF THE PARTIES AND THE DIVISION OF THEIR ROLES**

All parties have the obligation to openly communicate and announce to the other parties about any uncertainties regarding the overall proceedings of the Pilot.

1. The Artist’s responsibilities

4.1.1. Efficient onsite presence during the Pilot at the Company for the time needed to perform the Pilot and its expected outcome in best possible quality.

4.1.2. Produce an outcome to be shared with Company before the Pilot ends, and do reasonable research to be able to produce this outcome in best possible quality.

4.1.3. Explore new artistic approaches and working concepts (to the extent possible) to be able to produce best outcome for the Company

4.2.4. Provide input to the Pilot evaluation and communication (performed by the Intermediary)

1. The Company responsibilities

4.2.1 Provide necessary resources in terms of physical space, time of the Company employees and financial input to cover expected costs of the Pilot (as stated in 6.1.2.).

4.2.2. Create as much access to the Artist as possible to engage in the Company’s every day setting and support dialogue and encounters between the Artist and Company employees.

4.2.3. Provide input to the Pilot evaluation and communication (performed by the Intermediary).

1. The Intermediary responsibilities

 4.3.1. Facilitate the Pilot process and provide needed support for both Artist and Company to collaborate in the best manner, and if necessary solve conflicts.

4.3.2. Plan and facilitate the Pilot related kick-off and closing events at the Company, together with the other parties.

4.3.3. Produce communication material of the Pilot to the use of all Parties.

4.3.4. Assess and evaluate the Pilot and compile documentation.

1. **NON DISCLOSURE**

Company defines the information that is falling under confidential information according to the Company’s policy, and when needed provides a separate NDA to be negotiated and signed by all parties.

1. **COMMUNICATION**

The main outcome(s) of the Pilot are defined together with all three parties before the Contract period ends. These materials can be communicated by all parties of this Contract. While referring to the Pilot and its outcomes, all parties need to mention the context within which it was realized. All three parties have the right to decide if there are any elements or parts of the process or results that not should be communicated

1. **FINANCIAL AGREEMENT**

The total amount the Artist is entitled to invoice for his service is [agreed amount] (excluding VAT). This total amount includes all costs essential to conduct the work like travels, material costs and more. This total amount shall be disbursed in the following procedure and manner, with the invoicing information provided separately:

6.1. Upon signing of this Contract, the Artist may invoice Company ½ of the total amount.

6.2. Upon completion of the Pilot, the Artist may invoice the Company the rest of the total amount.

1. **RIGHTS**

If during the Contract phase any artistic outcomes with immaterial rights are created, these rights remain with the Artist, if not otherwise negotiated. The Company has the right to use all possible artistic outcomes created within the Pilot for their internal use also after the Contract period. Any possible physical objects created within this Contract period stays with the Company, if not otherwise negotiated. Authors rights remain always with the Artist.

Any possible other uses (commercial and more) of the outcomes are not part of this Contract, but when needed they can be negotiated after the Contract period between the Artist and the Company, as a separate Contract between the two parties.

1. **FORCE MAJEURE CIRCUMSTANCES**

The Parties are exempt from the responsibility for a partial or complete non-execution of the obligations of this Contract if this has occurred due to the circumstances of force majeure; If the fulfillment of the Contract becomes impossible for reasons of force majeure, the Parties agree on the payment for the works actually carried out until the moment when the execution of the obligations under the Contract has become impossible, or negotiate about the possibilities to complete the agreement in a later phase.

1. **TERMINATION OF CONTRACT**

The Contract may be terminated by a mutual agreement between all the Parties.

1. **DISPUTE**

This Contract is drawn up in accordance with the regulatory enactments applicable in [Name of Country]. The issues that are not directly stipulated in this Contract will be resolved in accordance with the regulatory enactments applicable in [Name of Country]. The Parties undertake to resolve the possible disputes and disagreements that might arise in the course of execution of the Contract through negotiations.

1. **ADDITIONAL PROVISIONS AND SIGNATURES**

The Contract is drawn up and signed in 3 (three) copies, each copy consists of [x (number)] pages, all 3 (three) copies of the Contract are equal in their legal effect. One copy of the Contract is kept by the Company, one by the Artist and one by the Intermediary. None of the verbal additions will be considered as the provisions and conditions of this Contract. Any changes or additions to the provisions of this Contract are valid only if they are presented in writing and mutually signed by all 3 (three) Parties.

**Signatures**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**