



RESIDENCY AGREEMENT

Between

ARTSPOND / ÉTANG D'ARTS
225-38 Abell Street,
Toronto, ON Canada M6J 0A2
hello@artspond.com
+1 (647) 920-6187
(hereinafter the "Company")

And

Full name:
Street 1:
Street 2:
Email:
Phone:
(hereinafter the "Contractor")

In consideration of the promises, rights and obligations set forth below, the parties hereby agree as follows:

1. Term

The term of this Agreement shall begin on **November 21, 2022**, and continues until **March 10, 2023** unless terminated earlier or extended after as set forth in this Agreement.

2. Services

The Contractor will provide services as a **Residency Participant for Together There**, a creative thought residency on digital justice in Canadian arts and culture. The major responsibilities of the Contractor are outlined below hereinafter the Activities). For a detailed schedule including dates and time, please see the Welcome Guide at <https://together.ca/resident-resources/>

- **REQUIRED ACTIVITIES**
 - **Self-directed learning and experimentation (56%)**
Supporting the creation of a personal project related to digital justice in arts and culture (45 hours, average 2.75 hours per week)
 - **All-team meetings (15%)**
With fellow residency participants and the residency care team (12 hours, 6 sessions of 2 hours each)
 - **One-on-one checkins with residency support team (13%)**
Weekly or biweekly sessions (10 hours total, 35 to 75 minutes each)
- **RECOMMENDED ACTIVITIES**
 - **Creative labs (11%)**
With fellow residency participants and facilitators (9 hours, 6 sessions of 1.5 hours each)
 - **Mentorships (5%)**
With industry experts (4 hours)

3. Acknowledgement

The valued contributions of Contractor shall be publicly acknowledged by the Company as follows:

_____ (*Public name of the Contractor, Resident, Together There*)

Where possible, the Contractor shall also acknowledge their role in the Company as follows:

_____ (Public name of the Contractor), Resident, Together There. Incubated by ArtsPond, Together There is a national creative thought residency and international exchange on digital justice in arts and culture, made possible with generous funding from Canada Council for the Arts' Digital Strategy Fund.

4. Compensation

Upon receipt of invoices, the Contractor shall be paid a maximum fee of \$4,500 (plus applicable taxes), based on a minimum of 80 hours of work at \$56.25 per hour (plus applicable taxes). The Contractor may choose to contribute more than 80 hours to maximize the quality of their learnings and their personal projects. However, in this case the maximum fee available is still \$4,500 (plus applicable taxes). The total Contractor fee will be pro-rated at \$56.25 per hour in the event that they complete less than 80 hours of work related to the Activities. Upon receipt of invoices, payments will be made according to the following schedule:

- \$1,500 (plus applicable taxes) on contract signing, in anticipation of services to be rendered between November 21, 2022 and December 31, 2022
- \$1,500 (plus applicable taxes) on February 3, 2023, for services rendered between January 1 and February 3, 2023
- \$1,500 (plus applicable taxes) on March 10, 2023, upon satisfactory completion of the residency, for services rendered between February 4 and March 10, 2023

Timing of payments may be adjusted to reflect the specific needs of the Contractor. Any changes in the anticipated payment schedule will be attached hereto as an amendment signed by both parties.

5. Cost reimbursement

Upon delivery of receipts, the Contractor may receive up to a maximum of \$1,000 in cost reimbursement for eligible expenses including creative supplies, materials, or equipment necessary for their participation in the residency. Please let us know what you are interested in seeking cost reimbursement for before purchasing items. Reusable supplies, hardware, software licenses, and other creative equipment must be delivered to the Company at the conclusion of this Agreement for use by the Company in future programming. For example, the Contractor may purchase a tablet or a video editing software license to use during the residency, but these items must be delivered to the Company at the conclusion of this Agreement.

6. Relationship

The Contractor will provide the Contractor's services to the Company as an independent contractor and not as an employee.

7. Representations and Warranties

- (a) the Activities will be performed in a professional and competent manner, with due skill and care, and in accordance with professional standards;
- (b) the Contractor has the authority to enter into this Agreement;
- (c) none of the Activities infringe on the intellectual property rights of any other person or the Company.

8. Indemnity

- a. The Contractor hereby undertakes to indemnify, defend, and save harmless the Company and its directors, officers, employees, agents and other representatives from and against any and all losses, claims, demands, debts, actions, causes of actions, damages, penalties, interest, cost or expenses, or liability of any kind whatsoever resulting from negligent or willful acts or omissions of the Contractor arising in connection with this Agreement or the Schedules attached hereto, or any claim that the Services infringe the intellectual property rights of any person.
- b. The Company hereby undertakes to indemnify, defend, and save harmless the Contractor from and against any and all losses, claims, demands, debts, actions, causes of actions, damages, penalties, interest, cost or expenses, or liability of any kind whatsoever resulting from negligent or willful acts or omissions of the

Company arising in connection with this Agreement or the Schedules attached hereto, or any claim that the Services infringe the intellectual property rights of any person.

9. Termination

The Contractor agrees that the Company may terminate this Agreement at any time without notice or any further payment if the Contractor is in breach of any of the terms of this Agreement. The Company may terminate this Agreement at any time at its sole discretion, upon providing to the Contractor twenty-one (21) calendar days' advance written notice of its intention to do so or payment of fees in lieu thereof. The Contractor may terminate this Agreement at any time at its sole discretion upon providing to the Company twenty-one (21) calendar days' notice of the Contractor's intention to do so. Upon receipt of such notice the Company may waive notice in which event this Agreement shall terminate immediately.

10. Intellectual property and copyright

a. Company Property

- i. The Contractor acknowledges that certain of the material and information made available to the Contractor by the Company in the performance of their activities (the "Company Property") will be of a confidential nature.
- ii. The Contractor recognizes that the Company Property is the sole and exclusive property of the Company, and the Contractor shall use its best efforts and exercise utmost diligence to protect and maintain the confidentiality of the Company Property. The Contractor shall not, directly or indirectly, use the Company Property for their own benefit, or disclose to another any Company Property, whether or not acquired, learned, obtained or developed by the Contractor alone or in conjunction with others, except as such disclosure or use may be required in connection with the performance of the Services or as may be consented to in writing by the Company.
- iii. The Company Property is and shall remain the sole and exclusive property of the Company regardless of whether such information was generated by the Contractor or by others, and the Contractor agrees that upon termination of this Agreement it shall deliver promptly to the Company all such tangible parts of the Company Property including records, data, notes, reports, proposals, Company lists, correspondence, materials, marketing or sales information, computer programs, equipment, or other documents or property which are in the possession or under the control of the Contractor without retaining copies thereof.
- iv. Notwithstanding the foregoing provisions of this clause, the Contractor shall not be liable for the disclosure or use of any of the Company Property to the extent that:
 1. the Company Property is or becomes available to the public from a source other than the Contractor and through no fault of the Contractor; or
 2. the Company Property is lawfully obtained by the Contractor from a third party or a source outside of this Agreement.

b. Contractor Property

- i. The Company acknowledges that the Contractor may make material and other information available to the Company in the performance of their activities that was created and owned by the Contractor prior to engagement by the Company, and which will be of a confidential nature (the "Contractor Property").
- ii. The Company recognizes that the Contractor Property is the sole and exclusive property of the Contractor, and the Company shall use its best efforts and exercise utmost diligence to protect and maintain the confidentiality of the Contractor Property.
- iii. The Company shall not, directly or indirectly, use the Contractor Property for their own benefit, or disclose to another any Contractor Property, whether or not acquired, learned, obtained or developed by the Contractor alone or in conjunction with others, except as such disclosure or use may be required in connection with the performance of the Services or as may be consented to in writing by the Contractor.
- iv. Notwithstanding the foregoing provisions of this clause, the Company shall not be liable for the disclosure or use of any of the Contractor Property to the extent that:

1. the Contractor Property is or becomes available to the public from a source other than the Company and through no fault of the Company; or
 2. the Contractor Property is lawfully obtained by the Company from a third party or a source outside of this Agreement.
- c. New Residency Property
- i. The Company acknowledges that new and original property produced by the Contractor during their participation in the Activities (hereinafter the Individual Residency Property) shall remain the intellectual property of Contractor after the Activities are completed.
 - ii. The Company and the Contractor both acknowledge that new and original property created by the Contractor in collaboration with other Residents during the Activities shall be owned collectively by its creators (hereinafter the Collaborative Residency Property).
- d. The covenants and agreements contained in this clause shall survive the termination of this Agreement.

11. Reproduction

- a. New Residency Property
- i. The Contractor hereby grants the Company rights in perpetuity to publicly reproduce and disseminate new and original Individual Residency Property created solely by the Contractor or Collective Residency Property created in collaboration with other participants in the Activities for the purpose of presentation, publication, education, or other forms of public knowledge sharing. Examples of reproduction include publication on Company websites, social media, in digital and printed reports, podcasts, webinars, blog posts, archival video, transcriptions and translations to other languages.
 - ii. Any reproduction of Contractor property for the purpose of sale by the Company will be arranged through separate agreement. The Company typically shares its own intellectual property as resources in the creative commons. While Contractors are invited to consider also doing so for some, or all, of the property they create during the Activities, they are not required to do so.
 - iii. The Company acknowledges they are committed to ensure all new and original Residency Property creators are acknowledged appropriately for their contributions to the Activities including Individual Residency Property and Collective Residency Property. The Contractor shall be recognized for any publication of this property as per the guidelines in Part 3: Acknowledgement.
 - iv. The Contractor may publicly disseminate their Individual Residency Property through other means at any time following the conclusion of this Agreement. The Company shall be recognized for any subsequent publication of this property as per the guidelines in Part 3: Acknowledgement.
- b. Other Property
- i. The Contractor hereby grants the Company permission to record the Contractor's participation in shared learning activities such as the all-team meetings and creative labs described in Part 2: Services for archival purposes using video and audio. These audio and video recordings will not be shared publicly. The Contractor grants the Company permission to create written, visual, and other types of transcriptions that summarize knowledge and insights from these activities, which may be shared with the public through such formats as written reports, podcasts, webinars, archival video, blogs posts, website pages, translations and interpretations into other languages such as English, French, or Indigenous languages, or sign language (ASL, LSQ, etc).
 - ii. The Contractor hereby grants the Company permission to use and reproduce the Contractor's comments, descriptions, and other communications, together and in connection with the use of the Activities, as well as in association with related educational materials, during the Activities. Recognition for these reproductions will provided wherever possible as noted in Part 3: Acknowledgement.

12. Entire Agreement

This Agreement represents the entire agreement between the parties and the provisions of this Agreement shall supersede all prior oral and written commitments, contracts and understandings with respect to the subject matter of this Agreement. This Agreement may be amended only by mutual written agreement of the party.

13. Governing Law and Principles of Construction

This Agreement shall be governed and construed in accordance with Canadian law in the Province of Ontario. If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first above written.

For the Company

Contractor

Name: JESSA AGILO

Name: _____

Date: _____

Date: _____