



Deliverable No. 5.2

Pilot - CoP Pairings (Contract Template)

Document details	
Project Acronym/ Name	VOICE/ Valorising Artist-led Innovation through Citizen Engagement
Project URL	https://www.voice-community.eu/
Project Type	HORIZON Coordination and Support Actions (CSA)
EU CALL	HORIZON-CL4-2023-HUMAN-01-33
Grant Agreement No.	101135803
Project Start Date	01/01/2024
Project End Date	30/06/2026
Deliverable details	
Work package	WP 5 ATSI Pilot Implementation
Deliverable	D5.2 Pilot - CoP Pairings (Contract Template)
Due date of Deliverable	30/08/2024
Actual Submission Date	30/09/2024
Name of Lead	WAAG
Beneficiary for this deliverable	
Reviewed by	RCA and INOVA+
Revision	22/08, 02/09, 25/09
Dissemination Level	PU

Document History			
Version	Date	Comment	Modifications made by
01	22/08	Revised contract articles	RCA, INOVA+
02	02/09	Revised contract articles and definitions	RCA
03	25/09	Revised contract Articles	RCA, INOVA+
04 (final)	26/09	Content, Abbreviations, language consistency	RCA
05 (final)	21/09	Corrected spacing and table of contents	WAAG

Disclaimer

Any dissemination of results reflects only the author's view and the European Commission is not responsible for any use that may be made of the information it contains.

Copyright message

© Partners of the VOICE Consortium, 2024

This deliverable contains original unpublished work except where clearly indicated otherwise. Acknowledgement of previously published material and of the work of others has been made through appropriate citation, quotation or both. Reproduction is authorised provided the source is acknowledged.

Acknowledgments

--

Glossary and Abbreviations	
ATSI	Art, Technology Society Interactions
CoP	Community of Practice
DoW	Description of Work: a revised version of the original proposed EoI including all feedback and comments from the Selection Committee as well as the mentors.
FSTP	Financial Support to Third Parties

Table of Contents

a.	List of Tables	4
b.	Summary.....	5
1	Introduction	5
2	Description of Activities	5
2.1	ATSI Pilots and CoP Pairings	5
2.2.	ATSI Pilot Contract (suggested template).....	7
3	Results & Discussion	16
4	Conclusion.....	16
5	Next steps	16
6	References	16
7	Annexes	16

a. List of Tables

Table 1	ATSI Pilot – CoP Pairings	Pg 7
---------	---------------------------	------

b. Summary

This document briefly introduces the results of the ATSI CoP pairings as proposed by the selected Pilot Artists and agreed upon by their Lead Mentor organizations. This also marks the official commitment by all parties involved for the implementation of the Pilot schemes. Therefore, the Deliverable includes a template contract customized for contracting organization's legal use based on the MoU guidelines provided as part of Deliverable 5.1.

1 Introduction

Deliverable 5.2 is part of WP5 ATSI Pilot Implementation phase. The scope of activities in this WP act on the outcomes of WP2 and WP3 through artistic interventions as engagement and deployment strategies. The WP is designed to 'pilot' suggested ATSI schemes and processes involved (invitation, selection, mentoring and evaluation) in order to provide a more grounded and customized framework for the ATSI schemes. For the piloting phase, 6 pilots are identified and paired based on the existing communities of practice suggested by the artists. The detailed evaluation and selection process as well as reasonings employed is to be explained in detail in "Deliverable 5.4".

This document is intended to provide a summary record of selected pilots and the terms and conditions by which the Pilot artists will carry out their work and agreed set of activities.

2 Description of Activities

2.1 ATSI Pilots and CoP Pairings

Key considerations for artist-CoP pairings: Provided that pilot phase was focused on 'testing' the starting assumptions and suggested frameworks, VOICE Lead mentor institutions mainly involved in the pilot process ensured that:

- a. Lead mentors and artists have a basic understanding of CoPs and how social engagement practices are adopted
- b. That the CoPs -to the extent possible- were existing communities with whom the artists already have trust-based relationships and connections
- c. 'informed consent' as a base level ethical practice is secured in writing and signed before the artists sign contracts.

In alignment with principles above, pilot ATSI are approved with following CoP pairings

Table 1 – ATSI Pilot and CoP

Artist	Project & Lead Mentor	Related CoP
Jakob Kukula	RiverSync (WAAG)	• TBA21 Ocean Space • Embassy of the North Sea • TU-Berlin – BOL & Technical Department • Spore Initiative Berlin • Motion Lab, Berlin
Anna Dumitriu	Greening the Lab (INOVA+)	• Healthcare Associated Infection Research Group - Section of Microbiology Leeds Institute of Medical Research • University of Oxford, Modernising Medical Microbiology • University Hospital Sussex Public Research Champions • Brighton and Sussex Medical School - Brighton and Sussex Centre for Global Health Research
Lucie Hernandez	Designing E-textile practice samplers to increase participation in clothes repair (RCA)	• Ealing Repair Cafe
Nalls Studio (Gayil Nalls)	World Sensorium: Ireland - Connecting Europe (UCD)	• ACARD, a community development group in Kerry (all-island Ireland Research Centre)
Ruth Catlow	Empowering Youth Stewards of Finsbury Park Biodiversity (RCA)	• MyPlace Research • Furtherfield Research
Marina Wainer	Synocene — beyond the Anthropocene (WAAG)	• Ulvenhoutse Bos

2.2. ATSI Pilot Contract (suggested template)

Template example page.

According to VOICE GA, two project partners; INOVA+ and WAAG are undertaking the contracting responsibility with 20 selected artists. WAAG is responsible for contracting the first 6 Pilot ATSI schemes. Therefore, the initial template to be used in WP5 is prepared according to Dutch law and these particular sections are highlighted in yellow to be replaced later for the remaining 14 ATSI contracts by INOVA+.



VOICE

Artist Assignment Agreement

The undersigned,

Name: **Name, Surname**
 Street: xxx
 City: xxx
 Country: xxx
 VAT Number: xxx

(hereinafter referred to as the 'Artist')

and

Organisation: **Stichting Waag Society, a.k.a. Waag Futurelab**
 Represented by: Bart Tunnissen, Legal Director
 Street: Nieuwmarkt 4, 1012 CR
 City: Amsterdam
 Country: Netherlands

(hereinafter referred to as 'Waag'), hereafter also called 'Party' or 'Parties'.

In consideration of:

- Waag is working on the project VOICE, as described below in the 'Definitions' section of this Agreement;
- The Artist has been selected by a **Selection Committee** to participate in VOICE (hereinafter: the Project) and carry out the **Work and objectives** as described in 'Annex 1: Artist Proposal' which is added to this agreement and is part of it;
- Artist indicates to be self-employed within the meaning of the applicable tax and social regulations;
- Parties expressly **do not intend** to enter into an employment contract within the meaning of Article 7:610 et seq. of the Dutch Civil Code;
- Where appropriate, parties choose to **exclude the fictitious employment relationship** of home workers or persons of equivalent status as referred to in Articles 2b and 2c Wage Tax Implementation Decree 1965 and Articles 1 and 5



VOICE: Artist Agreement | Final concept | Page 1 from 10

Draft contract template is provided below.

In consideration of:

- a. Waag is working on the project VOICE, as described below in the **'Definitions'** section of this Agreement;
- b. The Artist has been selected by a **Selection Committee** to participate in VOICE (hereinafter: the Project) and carry out **the Work and objectives** as described in 'Annex 1: Artist Proposal' which is added to this agreement and is part of it;
- c. Artist indicates to be self-employed within the meaning of the applicable tax and social regulations;
- d. Parties expressly **do not intend** to enter into an employment contract within the meaning of Article 7:610 et seq. of the Dutch Civil Code;
- e. Where appropriate, parties choose to **exclude the fictitious employment relationship** of home workers or persons of equivalent status as referred to in Articles 2b and 2c Wage Tax Implementation Decree 1965 and Articles 1 and 5 of the Decree cases in which employment relationship is regarded as employment relationship (Decree of 24 December 1986, Stb 1986,655), and to that end draw up and sign this agreement before payment takes place;
- f. Parties wish to lay down in this agreement **the conditions** under which the Artist will perform the work **as described** in Annex 1.

Definitions

The following definitions apply for the purposes of this agreement:

VOICE: Refers to **the Project** named **VOICE** (*Valorising Artist-led Innovation through Citizen Engagement*, <https://www.voice-community.eu/>), a Project funded by the European Union's **HORIZON** programme under grant agreement No **101135803** for the years 2024-26.

Partners: Refers to the Partners of the **Project Consortium** consisting of Innova+ Innovation Services, Sichtung Waag Society, The Royal college of Art, University College Dublin, Brunel University London, Future Focus 21C, EURICE European Research and Project Office and Research and Innovation Services Doo Za Usluge.

Artist: Refers to the **selected Artist**, or artist group, selected for an Artist Agreement organised by Waag, as stipulated in this agreement.

Work: Refers to the **outcome and results** expected (an '*ATSI Pilot socially engaged art practice*') from the Artist as described in **Annex 1 of this Agreement**.

ATSI: Refers to an '*Art, Technology Society Interactions*' scheme (up to 6-month socially engaged art projects)

Force Majeure: Refers to any disruptions to the Work caused by strikes, non-availability of essential materials, injury or illness or accident, acts of war or terrorism or criminal acts, civil or military

disturbances, international travel restrictions, extreme weather or natural catastrophes, or other causes, outside the reasonable control of either Waag or the Artist.

Lead mentor- institutions: Refers to the Project Partner which hosts an ATSI Pilot or the ATSI project. Their **role** is providing general implementation, creative, research and networking support and guidance for the artists for successful implementation of their Work.

It is agreed as follows:

The Work

- a. The Artist agrees to undertake the Work organised by Waag in the context of the Project and agrees to engage and collaborate with Waag, with the terms outlined in this agreement.
- b. The Artist has been selected for this Work following a '*Selection Committee acceptance letter*'.
- c. Waag and the Artist acknowledge that the Work has been funded with a grant of the European Commission Horizon Program.
- d. The activities for the Work are to take place between September 2024 and March 2025 and is based on an **Artist Proposal** with a corresponding **budget** which is part of this Agreement as **Annex 1**.
- e. Waag and the Artist agree that the Work will be finished no later than 30th of March, 2025. The end date can be extended to a date beyond only if mutually agreed upon by the Artist and Waag in writing. The '*mentoring Framework, timeline and Deliverables*' for the Work are described in **Annex 2** of this agreement.

Grant and payments

2.1. Type of grant

The maximum amount of the grant is **12.000 EUR** (twelve thousand euros). The grant takes the form of a **lump sum contribution** and is understood to include:

- a. An Artist fee in counterpart of:
 - The development and production of the Work, including all travel, accommodation and subsistence expenses related to the project;
 - All knowledge valorisation activities (exchanging, learning and experiences, cross fertilization, knowledge transfer with other communities as well as within the Project eco-system) including travel, accommodation and subsistence expenses, as well as transportation costs.
- b. Community engagement cost in counterpart of:
 - Expenses covered by the Artist, including materials, technical equipment, goods and payment of third parties that are necessary for the realization of the Work

In the event the Work costs more than the maximum amount of the grant, the grant amount will not be raised to cover the cost. Under no circumstances will Waag be required to pay or advance for these extra expenses. The budget the Artist has for this Work is part of this Agreement and is found in **Annex 1**.

2.2. Payments

Waag will make the following payments to the Artist:

- c. 40% of the lump sum (EUR 4.800) upon signature of all Parties;
- d. 30% of the lump sum (EUR 3.600) **after completion** of Three-Month review (see ‘mentoring Framework and Project Timeline, figure 5, **Annex 2**) and after receiving a concrete Project outcome plan;
- e. 30% of the lump sum (EUR 3.600) after **completion of all Work** and the acceptance of this by Waag.

Payment shall be subject to and conditional on the Artist having met all deliverables and obligations under this Agreement. Waag will make the payments in euros by bank transfer upon receipt of a **duly documented payment request** as stated and described in **Annex 3** of this Agreement.

2.3. Liability

- a. No Party shall be responsible to the other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act.
- b. Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party’s obligations by it or on its behalf under this Agreement.
- c. No Party shall be considered to be in breach of this Agreement if it is prevented from fulfilling its obligations under the Agreement by Force Majeure.

Schedule of Responsibilities

The **working structure** is as follows:

- 1. Phase 1: Selection and induction.
- 2. Phase 2: Research.
- 3. Phase 3: Production and Resolution

The Artist and Waag **commit** to following these phases. They are agreed in a timeline described in **Annex 2** of this Agreement.

Intellectual property rights and licence

- a. All intellectual property, with adherence to provisions of 4b, constituted by or as a result of the carrying out of the Work by the Artist, shall be **owned by the Artist**.
- b. Where the Work involves Background knowledge and **co-creation/co-authorship** with the Project Partners and or the community members the Artist engages with, the outcomes will be subject to shared Intellectual Property and **will be mutually decided** upon as part of the final Deliverable at the end of Phase 3 (**see also** article 3 and Annex 2).
- c. The Artist guarantees that their Work shall be original and will not infringe the copyright or other rights belonging to any third party.

- d. The Artist is responsible for clearing any copyright and/or other rights issues related to the Work.
- e. The Artist hereby fully and effectively indemnifies Waag and the Project Partners against any and all claims, and will be responsible for all costs, expenses and fees against Waag arising as a result of any breach by the Artist of this guarantee.
- f. It is agreed that copyright or any other intellectual property rights for any artwork or editions (if applicable) remains **vested with the Artist**. However:
 - The Artist gives permission to Waag and the Project Partners to use images, including images of him/her/them-selves for documentation, information, advertising, collected data for the Work and promotion related to the Work. The Grant is inclusive of compensation Permission to use involves images (videos, photos, etc.), recordings (videos, audio files, etc.) and texts made available by the Artist, as well as images, recordings and texts produced by Waag that are directly related to the Work. It is expressly agreed that such permission applies to all online and offline media formats.
 - The Artist gives permission to the **Project Partners** to use images, including images of him/her/them-selves for documentation, information, advertising, and promotion related to the Work. It is expressly agreed that such permission applies to all online and offline media formats.
 - Waag may establish and maintain **an archival record** of the Work, and use it as a non-lending library resource, and for exhibition purposes in exhibitions organised by Waag, in the Waag venue, or other venues, secured by Waag.

Personal Data

Waag's processing of the Artist's collected will be in accordance with the provisions of the General Data Protection Regulation (EU 2016/679). In general, all data collected and used will comply with Open Data and Open Science principles of the European Union. More specifically all personal data processing should adhere to the following principles:

- a. Lawfulness, fairness, and transparency:

Processed lawfully, fairly and in a transparent manner in relation to individuals;

- b. Purpose limitation:

Collected for specified, explicit and legitimate purposes and **not further processed** in a manner that is incompatible with those purposes. Further processing for **archiving purposes** in the public interest, scientific or historical research purposes or statistical purposes **shall -be considered** to be -compatible with the initial purposes;

- c. Data minimisation:

Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;

d. Accuracy:

Accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;

e. Storage limitation:

Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals;

f. Integrity and confidentiality:

Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

g. Research Data: As part of public engagement and eco social practices, artists as well as mentors generate and record (weekly journals, ethnographic field work, observations, Visual Signs Matrix assessments, community interviews etc.) research data. Such data can and will be used for creative works, publications and dissemination through academic and other publications. Artist and the Lead mentor agree to adopt EC Open Data and Open Research principles in the collection, handling, use and access to data within the VOICE consortium provided that ethical protocols described in the Mentoring Guidelines are strictly followed.

Credits

A. The Artist

- If the Work is exhibited, performed, **presented, published** in exhibition catalogues or guides, or **publicised**, through any format, the Artist ensures that it will be accompanied by the words *"This work was realised within the framework of the VOICE project at Waag Futurelab with support from the Horizon Programme of the European Union."*
- The logos of the European Union and Waag should appear in close proximity to this text. The Artist needs to obtain the logos via Waag. Social media posts should always mention Horizon Europe and have the hashtags #voice_community.
- If a **modified future version** of the Work is exhibited, performed, presented, published in exhibition catalogues or guides, or publicised, through any format, the Artist ensures the **credits include**: *"This work was realised in part within the framework of the VOICE project support from the Horizon Programme of the European Union'.*

B. Waag

Waag agrees to credit the Artist on all publicity, exhibitions, and/or presentations featuring the Work.

Publicity and Promotion

A. The Artist

- a. Should **assist** in the promotion of the Work and outcomes.
- b. Should **use** their own channels (website, social media etc.) to promote the Work and outcomes, each time mentioning credits as indicated in article 6.
- c. Should use reasonable endeavour to **explicitly inform** Waag of any additional publicity for the Work and outcomes which the Artist has independently sought, and should attribute credits as indicated in article 6. Digital and/or hard copies of such publicity are to be given to the Waag where possible.
- d. Is expected to make reasonable efforts to be available to **participate** in any media interviews, meetings or photo-shoots. The Artist must provide information for use in press releases where necessary.
- e. May be required to **participate** in talks to publicise the Work and outcomes.
- f. May be required to **approve** promotional material, such as images, photographs, audio and/or audio-visual recordings, and/or texts.

B. Waag

Will be responsible for sharing the production and dissemination of online and/or offline material to '*the communication work package lead*', **Partner EURICE/RISE**, of the Project to publicise and promote the Work. Waag will do this in consultation with the Artist.

Presentations of the Work

It is the aim of the Project to **disseminate** the works produced in the framework of the Project, and to support the artists in presenting and exhibiting their work within the network of the Project Partners and at other venues.

Any **further exhibition opportunities** will be agreed upon on a case-by-case basis. In the case of further exhibition opportunities, Artist fee, Travel, accommodation, freight, and installation costs will be covered by the Project Partner organising the exhibition. The Artist is entitled to refuse their participation, if their physical presence is necessary and their schedule does not allow it, or if their Work is unavailable at the time of the exhibition.

The Artist is entitled to participate with the Work in **exhibitions or events** organised by the Artist, organisations, individuals, or others, not covered by this agreement. In such cases the Artist will be responsible to negotiate their own terms of participation. The Artist also agrees that they would use reasonable endeavour to explicitly inform Waag of such presentations of the Work.

The Artist also agrees that they would use reasonable effort for proper crediting and acknowledgement of expert and non-expert community(ies) and to explicitly inform Waag of such presentations of the outcomes.

Royalties

Any income derived by the Artist related to the Work **shall stay** with the Artist.

Insurance

- a. The Artist agrees to insure their **own personal belongings**, including equipment, used for the Work (on and off premises) against loss, theft, or damage.
- b. The Artist is responsible for their own health/accident insurance.
- c. Waag confirms that it holds accident and liability insurance cover on the properties owned by Waag, and insurance for equipment owned by Waag. The insurance situation of properties and/or equipment used by the Artist, that do not belong to the Waag, is to be agreed upon between Waag and the Artist.

Termination

Waag and/or the Artist are allowed to terminate this agreement within 12 (twelve) days from the first day of the agreed period as described in the timeline of Annex 2.

A. Waag

- a. If the Artist is in **serious default** of any obligation under this agreement, Waag shall inform the Project coordinator (**INOVA+**), and give written notice to the Artist who shall then have up to 7 (seven) days in which to **redress** the default. If not remedied within that time, Waag may terminate the agreement with a further written notice of up to 7 (seven) days and recover from the Artist the proportion of the Grant, already prepaid to the Artist, starting from the date of the first written notice.
- b. If Waag terminates the agreement for any other reason, the **Artist shall be entitled** to receive and/or retain payment for all scheduled work completed, and to receive a pro rata balance from Waag of the remaining instalment which would have been due had the residency been completed.

B. The Artist

The Artist may terminate the agreement by written notice to Waag 7 (seven) days prior to the termination, should Waag be in **serious default** of any obligation under this agreement. The Artist shall be entitled to be paid a pro rata of the remaining instalment of the Grant which would have been due, had the residency been completed from Waag.

Force Majeure

In case of disruptions to the residency **caused** by Force Majeure, Waag and the Artist can mutually agree on an extension, or rescheduling of the Work, and neither Waag nor the Artist shall be regarded as being in breach of their respective obligations under this agreement.

Form of Agreement

The parties agree that all signatures necessary for the conclusion of the contract shall also be validly concluded by means of signing and transmitting in the form of a PDF scan of the original.

The signature made in this way shall be deemed to be a handwritten signature according to the intention of the parties.

Concluding Provisions

Changes and/or supplements to this agreement must be in writing and be signed by both parties. This agreement shall be governed in accordance with Dutch law. Place of jurisdiction is Amsterdam, The Netherlands.

Severability

If any provision of this Agreement is held to be illegal or invalid, in whole or in part, under any applicable enactment or rule of law, such illegality or invalidity shall not affect the remainder of this Agreement, and the Parties shall in good faith attempt to substitute a legal and valid provision which achieves to the nearest extent possible the same effect as would have been achieved by the illegal or invalid provision.

Annexes

This Artist Assignment consists of this core text and its annexes:

1. Annex 1 (Artist Proposal including Budget)
2. Annex 2 (Mentoring Framework, Timeline and Deliverables)
3. Annex 3 (Payment request)

I have read, understood, and agree to the terms of this Agreement.

The Artist

For and on behalf of Contracting partner
(WAAG or INOVA+)

Name Artist

City and date

Contracting partner Legal rep.

City and date

3 Results & Discussion

Developing a legal and contractual structure that is relevant and sensitive to the particular needs and timelines of each pilot proved to be a labor-intensive process. Each lead mentor institution ensured with their respective mentee artists that DoW content reflects realistically the scope of work to be undertaken. This due diligence involved review and discussion of scope, timeline, budget and possible risks as well as mitigation measures.

Legal document content was reviewed by RCA and INOVA+ with valuable contributions to ensure that cultural and practice-based nuances are taken into consideration to the extent possible.

4 Conclusion

Pilot execution timeline had two timeline bound drawbacks. The results of the selection process and contracting coincided with summer breaks. In addition, the fact that each project depended on CoP members' availability for in depth discussions around their involvement within this timeframe proved to be challenging.

Secondly, implementing an FSTP instrument legally as the funding model required detailed reviews by local legal representatives, and with artists spread across various law jurisdictions also added to the level of complexity. VOICE contracting partners (WAAG and INOVA+) as well as mentoring partners (RCA and UCD) expanded maximum reasonable efforts to ensure flexible structures to support artists in executing their activities across diverse and in some cases first time encountered regional communities and territories.

5 Next steps

Deliverable 5.2 will be mirrored to a certain extent in D6.2. There may be minor adjustments based on the particular needs and most likely legal requirements by the contracting partner INOVA+. However, the legal content is robust enough to adopt and adapt for the next round of ATSIs.

6 References

N/A

7 Annexes

N/A