

North Sea Artist Residencies

Terms and conditions

1. Eligibility

- 1.1. The two artist residency opportunities are open to UK based artists, over the age of 18 years on 19 April 2022.
- 1.2. Artists can work in any media – including but not limited to painting, drawing, mixed media, sculpture, photography, installation, textiles, sound/oral history and digital.
- 1.3. It is possible to apply for the artist residency as a collective, but the fee and stipend are fixed, so would need to be shared between artists.
- 1.4. All resident artists are required to prove that they have the right to live and work in the United Kingdom for the duration of the residency.

2. Artist Residency Opportunity

- 2.1. Artist residencies focus on the role and opportunities for coastal communities provided by sustainable energy in the North Sea.
- 2.2. Artist residencies will run for 2 months between August – November 2022. A time schedule will be agreed with the artists.
- 2.3. A fixed fee of £4,000 (gross of all taxes and charges) is offered to each artist to cover their time developing artworks, participating in an exhibition and giving an artist talk. 50% will be paid at the start of the artist residency and 50% after the final exhibition.
- 2.4. A stipend of £1,000 is provided to cover materials and travel, which will be paid at the start of the artist residency.
- 2.5. The locations of the artist residencies will be agreed with the artist, ideally in or near the North Sea coastline.
- 2.6. The artist will be provided with a studio or space to work in a location suitable to their project. This will be agreed between the successful applicant, Sustainability First and National Grid.
- 2.7. Accommodation is not provided.
- 2.8. There will be an online exhibition of artworks made during the residencies, and Covid-19 permitting, a physical exhibition in Autumn 2022 or at a suitable date agreed by all parties.
- 2.9. Artists will benefit from creative exchange with staff at Sustainability First and National Grid, as well site visits (covid restrictions permitting).

3. Application Process

- 3.1. In order to apply, please complete the online [[application form](#)] and follow directions therein.
- 3.2. Applications will only be accepted digitally and must be submitted by 23:00 on 8 June 2022.
- 3.3. You will receive an email acknowledging receipt of your application. We will post information on our website about the timetable for the artist residencies but as a small charity we will be unable to personally respond or engage in correspondence with applicants.
- 3.4. If you have a learning or physical disability and require any support in regards to your entry, please send us an email: artistresidencies@sustainabilityfirst.org.uk, we will do our best to accommodate your needs within our limited resources.

4. Selection Process

- 4.1. Applicants will be shortlisted based on their proposal (relevance to the theme, creativity, originality and deliverability in the timeframe), and demonstration of their artistic practice through their artist statement, biography and portfolio of artworks.
- 4.2. Shortlisted applicants will be invited for interview on 15 June 2022. We will notify successful and unsuccessful applicants. We will not be able to provide feedback to unsuccessful applicants.

5. Display of Artworks

- 5.1. Sustainability First will display artworks made during the residency digitally as an online exhibition and on social media.
- 5.2. Sustainability First will curate a physical exhibition of artworks, Covid-19 dependent, at a location to be agreed with the artist and National Grid.
- 5.3. Resident artists will be responsible for developing the artworks, paying for materials and framing – so that they are ready for exhibition.
- 5.4. Works selected for exhibition may be offered for sale. Resident artists will need to provide their details with their works so that potential clients can contact them directly. Neither Sustainability First nor National Grid will take commission on sales or be able to engage in any form of sales activity.

6. Photography and Copyright

- 6.1. Ownership and copyright of all works made during the artist residency remains the property of the artist; any enquiries for copyright will be referred to the artist.
- 6.2. Sustainability First and National Grid will use digital images/videos of the artworks made during the artist residencies in on going communications. This could include, but is not limited to, on their websites, in social media, in printed materials and to promote the exhibition. Such permission for the use of photographs shall be without charge and in perpetuity.
- 6.3. Artists will credit Sustainability First and National Grid on collateral and outreach materials related to the artwork, including websites and printed materials.

7. **Liability**

- 7.1. Sustainability First and National Grid will not be liable for any additional or emergency expenses.
- 7.2. Resident artists will comply with all laws applicable to activities at Sustainability First and National Grid sites including, without limitation, laws relating to fire safety, occupational safety, and event permitting.
- 7.3. Resident artists will be responsible for the security of personal property at the residency sites, including materials and equipment, without limitation. Sustainability First and National Grid will not be liable for any claims arising from theft, loss, or damage of your property brought to the site.
- 7.4. Resident artists will be responsible for any damage or loss to the site, furnishings, or other property, systems or services resulting from their actions. Sustainability First may deduct amounts from or hold back our financial support payments until costs for damage has been reimbursed by the resident artist.
- 7.5. Resident artists will defend, indemnify and hold Sustainability First, National Grid and its affiliates and their directors and employees, harmless against all claims, liabilities, losses, damages, and expenses, including, without limitation, attorneys' fees, which arise directly or indirectly from: (a) a claim by any third party arising from your or your collaborator's participation in the programme; (b) your performance under or breach of this agreement, (c) any failure by you to comply with applicable law; or (d) any claims by third parties involving the artworks,

including any claims of infringement, misappropriation, or otherwise regarding the Artwork.

- 7.6. Resident artists are required to take out Public and Products Liability (PPL) insurance and Professional Indemnity (for example as provided through membership of a-n the artist's network).
- 7.7. Resident artists will be responsible for insuring their artworks in transit to and from, and during a physical exhibition.

8. **Data Protection and Privacy**

- 8.1. Data Protection Regulation (EU) 2016/679, you give consent to the holding, processing and editing of your personal data for all purposes relating to your artist residency including but not limited to legal, personnel, administrative and/or management purposes. You will comply with data protection protocols as set out by Sustainability First and National Grid.
- 8.2. Sustainability First and National Grid will keep the personal data of applicants for a period of two years, in accordance with their retention policies.
- 8.3. The data will only be used by Sustainability First, National Grid, and the interview panel, for the process of administering the artist residencies and will not be transferred to any third party not directly involved in this programme.
- 8.4. Please view [Sustainability First's privacy policy](#). Please view [National Grid's privacy policy](#). If you have any questions on data protection and privacy, or on your personal data held by Sustainability First and National Grid, contact Sustainability First on claire.williams@sustainabilityfirst.org.uk and contact National Grid on sandy.bhadal@nationalgrid.com.

9. **Agreement to the Terms & Conditions**

- 9.1. By applying for the North Sea artist residency you are agreeing to all of the conditions set out within these Terms and Conditions
- 9.2. Sustainability First's decision on all matters pertaining to the above is final and we reserve the right, at any time, and from time to time to amend, modify, vary, or discontinue the terms and conditions for our artist residencies.
- 9.3. Sustainability First excludes liability for all loss, damage or claim arising as a result of the participant's application for the artist residencies. No works of art should be sent to the registered

office. Sustainability First and National Grid will not accept any responsibility for any works sent by post or delivered to its offices.

10. Artist agreement and termination

- 10.1. Resident artists will sign an agreement with Sustainability First setting out the terms of the residency.
- 10.2. Nothing in the artist agreement will constitute a contract of employment between the artist and either Sustainability First or National Grid.
- 10.3. Sustainability First may terminate the resident artist's participation in the programme if they have: (a) violated any site use, conduct, community engagement, or other obligation under the artist agreement; (b) not given appropriate time and effort in developing and readying the work for performance; (c) engaged in conduct that is inconsistent with our maintenance of a trusting and supportive community; (d) engaged in illegal or other conduct at the site that may create liability for or reflect adversely on the reputation of Sustainability First or National Grid; or (e) made materially misleading statements to us including statements about the nature and originality of their artworks.
- 10.4. Such a termination will be effective upon delivery by Sustainability First to the artist of a written notice to that effect.
- 10.5. Sustainability First reserves the right to unilaterally terminate the artist residency agreement in the event of breaches which would be considered gross misconduct or may affect the reputation, security, safety of Sustainability First or National Grid.
- 10.6. Upon termination of the agreement, the resident artist's participation in the programme will come to an end. Sustainability First will have no obligation to pay the resident artist any remaining stipends or other amounts, or to provide site access or other support.

11. Confidentiality

- 11.1. It is possible that, in the course of bilateral discussions (and information supplied) conducted through this project the resident artist may have access to information that could be confidential to Sustainability First and/or National Grid. Sustainability First and/or National Grid will let the artist know if the content of discussions is likely to be confidential. The resident

artist should also check at the end of discussion sessions if any information is confidential and if so how it should be handled. Check written factual information that may contain any information of a commercial or confidential nature, with the relevant party, before any such information is published or shared with anyone outside Sustainability First or National Grid.

Sustainability First details:

Sustainability First is a registered charity who registered office is at: 85 Great Portland Street, First Floor, London, W1W 7LT.

[Email: info@sustainabilityfirst.org.uk.](mailto:info@sustainabilityfirst.org.uk)

Registered Company number 03897720

Registered Charity number 1078994.