

## CONTRACT OF EMPLOYMENT

**THIS AGREEMENT** is made between

- 1) The "Company": Prime, whose office is at Flat 2, Sefton Court, 103 – 105 Ullet Road, Liverpool, L17 2AB; 07711 254 594; email: [info@primeemployment.co.uk](mailto:info@primeemployment.co.uk) and
- 2) The "Employee": Joanna Spitzner of 103 Bristol Place, First Floor, Syracuse, NY, 13210, USA; telephone: 00 1 315 422-2398; email: [jspitzne@syr.edu](mailto:jspitzne@syr.edu)

### IT IS AGREED AS FOLLOWS:

#### 1. Job Title and Duties

Prime shall employ the Employee in the capacity of **ARTIST**. The Company has offered and the Employee has accepted an engagement on the terms set out in this Agreement, to produce, facilitate, develop and install work produced in response to **20** hours of a work placement. The Employee(s) shall be required to provide relevant information when requested by contracted writers in relation to the publication.

During the period of this Agreement, the Employee(s) may accept and perform engagements from other companies, firms or persons that do not adversely affect the Employee(s) ability to provide the Services.

Throughout the term of this Agreement the Employee(s) shall, when required, give to the Company (or to such other person or persons as it may direct) such written or oral advice or information regarding the Services as it may reasonably require.

The Employee(s) shall not:

- a) have any authority to incur any expenditure in the name of or for the account of the Company unless the Project Manager shall have agreed in advance to it being so incurred; or
- b) Hold him or herself out or permit him or herself to be held out as having any authority to do or say anything on behalf of or in the name of the Company unless the Project Manager shall have consented in advance to him or her so doing or saying.

#### 2. Commencement Date

Prime takes place between 01 April 2006 and 01 October 2006. The Employment will commence on the first day of assignment. No employment with a previous employer counts as part of a period of continuous employment with Prime. The Employee(s) will also be contracted to carry out 1 day preparation in advance of employment. Work must be installed by 4<sup>th</sup> August 2006.

### **3. Pay**

Prime will pay the Employee(s) within 30 days of production of an invoice plus expenses claim form with valid receipts up to the amount agreed on delivery of the work: **£1760** fee and **£175** for preparation day (all inclusive of VAT).

Expenses are to cover material costs relating to work produced in response to work placement. Prime cannot pay any monies above the agreed limit.

The Employee(s) warrants and represents to the Company that he or she is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from him or her in relation to any payments or arrangements made under this Agreement and, further, agrees to indemnify the Company on demand in respect of all and any income tax and/or national insurance contributions which may be found due from the Company on any payments or arrangements made under this Agreement together with any interest penalties or gross up thereon.

### **4. Insurance**

The Employees(s) is/are responsible for ensuring that their artwork is insured against loss or damage.

The Employees(s) is/are responsible for public liability insurance when working with the public.

Prime is responsible for public liability insurance if and when required.

### **5. Sales**

The Employee(s) is/are responsible for collecting monies in respect of sales and paying any VAT or tax due;

Prime will not charge commission on any sales of Employee(s) work

### **6. Publicity**

The Employee(s) is/are required to provide Prime with information to enable them to produce the publication, publicity and marketing materials.

Prime will supply the Employee(s) with sufficient marketing materials for their own distribution. Employee(s) are free to do their own marketing in addition but all print must be agreed by Prime prior to production. Employee(s) must acknowledge Prime in all publicity and press relating to the placement or work created as a result of the placement unless agreed otherwise. Employee(s) must make the following acknowledgements in all media releases and in all print:

"This work has been produced as part of Prime"

The following logo's must be used in all media releases and marketing materials;

- Prime
- Arts Council England North West

The Employee(s) give permission to Prime to use images of their work for press and publicity purposes.

## **7. Copyright**

The copyright of all work produced for Prime remains with the Employee(s).

All marketing and promotional materials produced for Prime are the copyright of Prime.

Material published by Prime is copyright of Prime and may not be reproduced without permission.

Copyright exists in all other original material published and may belong to the author or to Prime depending on the circumstances of publication.

## **8. Disclaimer**

The Employee(s) agrees that the Company shall have unlimited rights to reproduce, publish, use and exhibit all and any intellectual property created by the Employee(s) during the provision of the Services, including but not limited to film, computer-generated art work, materials created for the purposes of training or conducting a workshop and any other artistic representation and the Employee(s) in consideration of this Contract for Services and the payments he or she shall receive pursuant to it hereby irrevocably and unconditionally waives all moral rights to which he or she may now or at any time in the future be entitled under the Copyright Designs & Patents Act 1988 as amended from time to time throughout the world.

Whilst Prime takes reasonable care to ensure the project is a high quality and unique event of benefit to all involved, Prime accepts no responsibility for the quality of work produced as part of, or in association with Prime. Events, artworks, ideas and projects that may be associated with Prime or published may be produced in an entirely personal capacity and cannot be assumed to be the opinion or work of Prime. Prime takes no responsibility for the consequences of error or for any loss or damage suffered by artists through association with Prime.

## **9. Legality**

This contract is governed by the law of England and Wales and may be changed only by a further mutual agreement signed by all parties.

Prime may terminate the contract if the Employee(s) fail(s) to fulfil their responsibilities under this contract or discredit(s) the name of Prime.

This Agreement shall terminate automatically without any requirement for notice or payment in respect of any outstanding period of the Agreement in the event that the Employee(s) becomes unable to provide the Services whether by reason of death, permanent disability, resignation, dismissal, resignation or dismissal from employment or for any other reason whatsoever.

If the Employee(s) is/are unable to complete their project for reasons of ill health or other reasonable unforeseen cause then Prime shall pay a reasonable proportion of the fee as defined in part 3 of this contract.

The Employee(s) may terminate this contract if Prime fails to fulfil its responsibilities as detailed in this contract or discredits the Employee(s) name(s).

Termination by either party must be effected in writing.

**Signed (on behalf of Prime):**

S. Renshaw

**Printed:**

Steven Renshaw

**Signed (artist(s)):**

**Printed:**

**Date:**

14/03/06