

## *Guest Curator Agreement*

This is an agreement for curatorial services made between Kennedy Museum of Art (KMA) and \_\_\_\_\_. This agreement will be for a term of \_\_\_\_\_ months beginning on \_\_\_\_\_.

KMA engages \_\_\_\_\_ as Guest Curator for the expressed purpose of curating an exhibition entitled \_\_\_\_\_ at KMA. The dates of this exhibition are \_\_\_\_\_.

For this service, the Guest Curator will be paid a total of \$\_\_\_\_\_. Payment will be made the Monday following the opening of the exhibition. Ohio University paperwork including an invoice reflecting the full payment amount must be received 30 days prior to the payment date.

The terms of the contract are as follows:

### **Deliverables**

#### *Preliminary Material*

The Guest Curator will prepare a curatorial statement on the exhibition concept, an abstract for the proposed exhibition describing how the proposed exhibition design supports the concept, and a “big idea” sentence. The big idea provides an unambiguous focus for the exhibit team throughout the exhibit development process by clearly stating in one noncompound sentence the scope and purpose of an exhibition. [due date \_\_\_\_\_]

#### *List of Objects*

The Guest Curator will develop a list of objects for the exhibition that will include, but not be limited to, relevant KMA collections, and loans from other institutions or individuals as appropriate. Guest Curator will provide detailed contact information of external lenders to the Registrar for all proposed loans to the exhibition. The Registrar will secure loan agreements and complete necessary paperwork for loans. [due date \_\_\_\_\_]

#### *Timeline*

The Guest Curator will work with KMA staff in developing the timeline for development and production of the exhibition, which will set deadlines for deliverables (final object list and sources, loan confirmations, interpretive materials, catalog and text draft reviews, final drafts), dates for supplementary programming, and exhibition installation.

Research Materials

The Guest Curator will archive all research materials related to the exhibition including photographs, sources, research notes, and documents, to be turned over to KMA after the opening of the exhibition. It is agreed by all parties that all research materials will become the property of KMA. [due date \_\_\_\_]

Written Interpretive Materials

The Guest Curator will provide text for the exhibition catalog if one is being produced, and for other elements such as interpretive text panels, introductory panel, brochures, and any other exhibition-related supplementary content. KMA reserves the right to modify, alter, abridge, or otherwise modify all written text with or without the Guest Curator's permission, but preserving the original intent and meaning of what has been written. All such written materials will become the property of KMA. [due date \_\_\_\_]

Community engagement

The Guest Curator will conduct a public tour of the exhibition on an agreed upon date during the course of the exhibition.

**Intellectual Property**

It is agreed by KMA and the Guest Curator that the written materials produced within the parameters of this project are produced on a "work-for-hire" basis and thus copyright for the written materials will reside with KMA. These materials may include, but not be limited to, text panels, brochure, and catalogue.

Credit for Third Party Materials

All third-party intellectual property must be properly credited. It is the responsibility of the Guest Curator to warrant the accuracy and originality of work in 3<sup>rd</sup> party materials. The Guest Curator is responsible for soliciting and securing usage rights for 3<sup>rd</sup> party materials. These include, but are not limited to, excerpted or quoted materials, illustrations, photographs and film or video acquired for use in the exhibition. KMA will be responsible for acquiring, paying applicable fees and/or arranging the loan of these materials.

Guest Curator Credit

Credit for the Guest Curator's development of the exhibition will be included in the exhibition, written materials, and press releases, the wording of which will be agreed upon by the Guest Curator and KMA. KMA reserves the right to use a likeness of the Guest Curator for publicity purposes. KMA staff will be credited as co-curator if their participation is substantial.

### **Auxiliary Responsibilities**

If KMA wishes to engage the Guest Curator for additional activities such as a workshop, lecture or symposium, an additional fee will be negotiated for those activities.

### **Working Relationship with KMA**

KMA recognizes the need to have a productive and positive working relationship with the Guest Curator. To this end, the reasonable use of museum facilities, resources and staff support will be made available to the Guest Curator during development of the exhibition.

KMA reserves the sole right to establish opening and closing dates of the exhibition, furthermore, to set a partial closing as exhibition scheduling dictates. KMA is responsible for clearly communicating partial closing dates with the Guest Curator, and exhibition planning will take such necessities into account.

As a “work-for-hire” collaborator, the Guest Curator is not a representative of the Museum and shall not make any commitments or enter into any agreements on behalf of the Museum. However, the Guest Curator may, acting on behalf of the Museum, inquire as to availability for loan of objects and materials being considered for the exhibition. KMA staff will guide the Guest Curator in making these inquiries.

The Registrar will be the authorized contact person for any communications with other institutions or entities in regard to arranging loans for the exhibition.

If at any point during this project either party believes it necessary to terminate the agreement, after due diligence to mediate any disagreements, that is their right. Should KMA decide to terminate the agreement due to the Guest Curator’s failure to meet agreed upon deadlines or for inadequate or inferior research or writing, KMA will stop any outstanding payments to the Guest Curator. KMA reserves the right to hire another Guest Curator to pursue completion of the exhibition after termination using all research materials gathered.

If for some other reason, such as force majeure, KMA cancels the exhibition, the Guest Curator has the right to approach another institution to develop the exhibition. Should KMA materially breach provisions of this agreement with regards to proper credit of the curator, changing the exhibition concept without the consent of the Guest Curator, or any other provision herein agreed upon, KMA will amend said breach to the reasonable satisfaction of the Guest Curator.

