*Guest Curator Agreement*

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

Kennedy Museum of Art engages as Guest Curator for the expressed purpose of curating an exhibition entitledat Kennedy Museum of Art. The dates of this exhibition are

For this service, the Guest Curator will be paid a total of $ in three payments. The first payment of $ will be upon delivery of preliminary checklist and a finalized exhibition concept and “big idea” statement. The second payment of $ will be upon delivery of finalized object checklist, interpretive materials, and curatorial statement, this latter to be developed in agreement with Kennedy Museum’s policies and practices. The third payment of $ will be upon the opening of the exhibition, at which time this agreement will expire. It is understood by all parties that these payments will be subject to the required deduction for Ohio University benefits, being an employee of Ohio University.

The terms of the contract are as follows:

**Deliverables**

*Preliminary Material*

The Guest Curator will prepare a curatorial statement on the exhibition concept, and work with Kennedy Museum of Art staff to produce an abstract for the proposed exhibition describing how the proposed exhibition design supports the concept. [due date ]

*List of Objects*

The Guest Curator, with assistance from Kennedy Museum of Art staff, will develop a list of objects for the exhibition that will include, but not be limited to, relevant Kennedy Museum of Art collections, and loans from other institutions or individuals as appropriate. Guest Curator will provide detailed contact information of any external lender to the Exhibitions and Collections Manager for all proposed loans to the exhibition. The Exhibitions and Collections Manager will be responsible for securing loan agreements and completing all necessary paperwork for loans. [due date ]

*Timeline*

The Guest Curator will work with Kennedy Museum of Art 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 Kennedy Museum of Art after the opening of the exhibition. It is agreed by all parties that all research materials will become the property of Kennedy Museum of Art.

*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. Kennedy Museum of Art 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 Kennedy Museum of Art.

*Community engagement*

At the opening of the exhibition, the Guest Curator will conduct a public tour of the exhibition, and give a 50-minute noon talk related to the exhibition on an agreed upon date during the course of the exhibition.

**Intellectual Property**

It is agreed by Kennedy Museum of Art 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 Kennedy Museum of Art. 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 3rd party materials. The Guest Curator is responsible for soliciting and securing usage rights for 3rd 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.Kennedy Museum of Art 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 Kennedy Museum of Art. Kennedy Museum of Art reserves the right to use a likeness of the Guest Curator for publicity purposes. Kennedy Museum of Art staff will be credited as co-curator if their participation is substantial.

**Auxiliary Responsibilities**

If Kennedy Museum of Art 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 Kennedy Museum of Art**

Kennedy Museum of Art 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.

Kennedy Museum of Art reserves the sole right to establish opening and closing dates of the exhibition, furthermore, to set a partial closing as exhibition scheduling dictates. Kennedy Museum of Art 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. Kennedy Museum of Art staff will guide the Guest Curator in making these inquiries.

The Exhibitions and Collections Manager 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 Kennedy Museum of Art 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, Kennedy Museum will stop any outstanding payments and require the return of 40% of any initial payments to the Guest Curator. Kennedy Museum of Art 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, Kennedy Museum of Art cancels the exhibition, the Guest Curator has the right to approach another institution to develop the exhibition. Should Kennedy Museum of Art 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, Kennedy Museum of Art will amend said breach to the reasonable satisfaction of the Guest Curator.

**Force Majeure**

Neither party to this contract shall be held liable for failure of or delay in performing

its obligations under this agreement if such failure or delay is the result of an act of God,

such as earthquake, hurricane, tornado, flooding or other natural disaster; or in the case

of war, action of foreign enemies, terrorist activities, labor dispute or strike, government

sanction, blockage, embargo, or failure of electrical service. Kennedy Museum of Art will make every reasonable attempt to minimize delay in the production of the exhibition. In the event force majeure continues longer than 60 days, either party may terminate the

agreement, the Guest Curator refunding the full amount of the initial deposit within 10 days of termination notice.