# Agreement on art services

## Parties to the agreement

### Client of the service (Client): **xxxx**

### Service producer (Artist): **xxxx**

## Purpose of the agreement and validity

With this agreement, art workshop activities to be implemented **xxxxxxxxx** shall be acquired. This is not an employment contract and the Artist is not in an employment relationship with the Client.

The agreement is temporary and valid over the following period **xx.xx.xxxx–xx.xx.xxxx.**

(The agreement is implemented as a direct award/framework agreement/other form of procurement, which **Reason**)

## Outsourced service

The Artist produces for the Client art workshop activities directed at ***for whom*** as an outsourced service.

(The Client shall not commit to any obligations to buy a specified amount, as the service shall be purchased as required over the agreement period **xx.xx.xxxx–xx.xx.xxxx.** The Client shall purchase the services from the artists in the framework agreement as necessary.

This phrase is used when a framework agreement is in question)

The Client may have an agreement corresponding to this agreement with one or more artist.

The parties to the agreement undertake to carry out cooperation and implement the workshops according to a separate plan compiled on the basis of the project plan.

Under this agreement, the copyrights related to the artworks produced in the art workshops is with the persons participating in the activities. Both the Artist and the Client may use the artworks in the presentation and marketing of their own **company/operations/services** and also pictorial material to the extent that this has been agreed separately with the workshop participants. Each participant shall, at the beginning of the art workshops, sign an agreement on being filmed, which will also obligate the Artist after the end of the workshop activities.

## Service producer’s rights and obligations

The Artist produces the outsourced services promptly and to a high level of quality. Neither the Artist nor their personnel are in an employment or service relationship with the Client when taking care of the tasks according to this agreement.

The Artist’s work is carried out at **PLACE** / The Artist’s work is carried out working in **xxxx**’spremises observing the Client’s guidelines and regulations concerning safety, information security, general conduct and other matters.

The Artist’s confidentiality and secrecy obligation is at least as extensive as that covering the Client’s employees. The Artist undertakes to keep confidential and to handle carefully the patient and customer information that comes into his/her knowledge. The confidentiality and secrecy requirements will remain in force even after this agreement has concluded. In connection with signing this agreement, the Artist will sign **XX**’s confidentiality and secrecy obligation for a third party (Appendix 3), unless this is done in connection with something else.

The Artist is entered in the prepayment register and shall deliver his/her extract from the prepayment register each year for the Client to view. The Artist shall take care of his/her taxes and social security payments, and also his/her statutory and other insurance payments. The Artist shall have the appropriate insurance policies required for the activities.

The Artist shall perform the services that are the subject of the agreement primarily him/herself. If necessary, the Artist shall allocate another artist, with corresponding qualifications and professional skills, to perform the tasks. Such a situation is considered to correspond to the use of a subcontractor and the Artist shall be responsible for the subcontractor’s work as if it were his/her own. The service producer is obliged to inform the Client without delay of its intention to transfer the service production to a third party. The Client has the right to, whenever it sees fit, forbid the transfer of the service production to a third party (subcontractor).

## Client’s rights and obligations

The Client (Client’s representative or contact person) is entitled to approve or to refuse to approve the people who are producing the outsourced service.

The Client is responsible for ensuring the appropriate operational preconditions, such as the condition of the premises, equipment and machines, the costs of their use and insurance.

The responsibility for maintaining the register, for storing and disclosing patient and customer documents is with the Client.

The parties to the agreement shall together be responsible for occupational health. Each party to the agreement shall be liable for any damage that it has caused.

## Price of service and terms of payment

EUR **xx** (+VAT **x**%) for group lessons according to the plan.

Travel expenses **xx** cents/km (+VAT **x**%)

**xxx** the duration of one art workshop has been calculated at **xx h/**mins, according to the quote. If the agreed time is exceeded, the number of visits shall be reduced so that individual- or group-specific total time is not exceeded. If a meeting is cancelled for a reason not caused by the service producer and the service producer is informed of this later than 24 hours before the agreed starting time, the service producer can invoice the meeting in accordance with the agreed hourly rate and for the travel expenses, if actual travel expenses have been incurred.

The price is fixed throughout the agreement period.

The Client pays the service producer the above-mentioned payment for approved performance of the service.

The service’s price includes all costs and expenses arising from producing the service. The Client will not pay an invoicing charge or any other extra costs. The costs of art materials shall be agreed separately.

The Artist will invoice the Client for actual performance of the service once a month. The invoicing will take place 14 days after performance of the service. The term of payment is 21 days net.

The following information shall be itemised on the invoice:

* service producer's name
* hours to be invoiced
* hourly rate (for group lessons according to plan)
* travel expenses

The valid VAT (for those who are required to pay VAT) will be added to the prices charged. The percentage of VAT shall be itemised on the invoice. The invoice must contain a reference to any reason for being exempt from tax, such as ‘Tax is not payable on the sale of goods and services in the form of social welfare’ according to article 37 of the Value Added Tax Act (1993/1501) or ‘tax exempt sale’ in accordance with article 130a of the Value Added Tax Act.

The Client has the right to receive from the artists the necessary information required to check the invoice.

Invoicing address: **xxx**

Online invoice: Online invoice address: **xxx**

Online invoice operator: **xxx**

Intermediator code: **xxx**

## Terminating and rescinding the agreement

Each party can terminate the agreement to conclude after the one-month (1 mth) notice period has been observed. The notification of providing notice must be submitted in writing to the other party.

Each party to the agreement can rescind the agreement to end immediately if the other party has fundamentally breached its agreement obligations and does not rectify its procedure within 14 days of receiving a written notification from the other party.

A party also has the right to rescind the agreement if, considering the nature of the breach of agreement, continuing the agreement can be considered unreasonable considering the other agreement party. A fundamental breach of agreement is considered to be failing to observe instructions or repeated justified complaints about the Artist’s operations. In addition, a fundamental breach of agreement is considered to be failure to observe confidentiality instructions.

Each party has the right to rescind the agreement if the fulfilment of the agreement becomes impossible or is essentially delayed due to force majeure. If the service producer is declared bankrupt or is placed in liquidation or experiences other similar financial difficulties, and there is reason to assume that the fulfilment of the terms and conditions of the agreement is endangered, the Client has the right to rescind the agreement with immediate effect entirely or relating to specified sections.

The other party must be notified in writing of the rescinding of the agreement and the notification must contain the reasons for the rescinding of the agreement.

## Changes to the agreement and disputes

Any changes to the agreement shall be made in writing. The changes shall enter into force when they have been duly approved and signed by both parties.

Any disputes concerning the agreement shall be resolved through negotiation. If no agreement is reached the dispute shall be resolved at the District Court of South Karelia.

In addition to this agreement, the General Terms of Public Procurement in Supply Contracts (JYSE 2014 Services) shall be observed. However, this agreement shall take precedence.

## Other provisions

The agreement shall be governed by Finnish law.

The Artist shall operate as an entrepreneur. If the Artist operates in an employment relationship, the Client shall be required to pay the pension and social security payments that an employer is required to pay.

## Signatures

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Place and date Place and date

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**Name Name**

**Organisation represented Organisation represented**

## Appendices

Appendix 1: Lesson plan

Appendix 2: **XX**’s confidentiality and secrecy obligation for a third party