

3 RESIDENCIES AND WORKSHOPS

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3.1 INTRODUCTION

Residencies and workshops represent a significant means of employment and professional development for many artists, craft practitioners, arts managers, academics and scholars. Residencies provide artists/craft practitioners with access to space within an area of some kind of artistic production, such as an art school, studio complex, or artist's retreat. Residencies may also be structured to offer financial assistance such as contributions towards airfares and living expenses, per diems, or a salary or wage. Some residents, particularly those at universities, are treated as employees on a short-term, non-renewable contract. In other residency models, including many that offer subsidised or free studio/living accommodation, the resident is treated as a tenant operating under a lease or licence agreement. The employment contract (or contract for services in the case of an individual contractor) and the rental agreement are, in essence, the two contractual models which apply to residencies – albeit in varying forms.

Residencies constitute a unique opportunity for mutual benefit for both artists and craft practitioners and residency organisations. In return for offering stipends, airfares, accommodation and the like, residency organisations such as galleries and universities receive exhibitions, tuition, contribution to research profiles, cultural and community input, publications and promotional opportunities. Residencies offer many opportunities to artists and craft practitioners, including:

- 'time off' to produce new work
- exposure to different communities and environments
- professional development
- networking contacts with gallery and university personnel and other artists/craft practitioners
- access to specialised equipment
- mentoring opportunities
- publicity and prestige
- financial assistance

Workshops, where artists and craft practitioners work as teachers for a fixed period in return for payment, are a more orthodox means of employment than residencies. Workshops may be conducted solely for financial gain, or as a form of irregular income, or for access to studio space and facilities.

The aim of this part of the Code is to set out best practice guidelines for the equitable and ethical conduct of residencies and workshops. These may be used as a basis for fair negotiation between artists and craft practitioners and managers. Users of the Code should note that it primarily covers residencies and workshops located in Australia for Australian nationals. Terms and conditions for Australian nationals on overseas residencies or for foreign nationals on Australian residencies are not specifically covered.

3.2 RESIDENCIES

3.2.1 Types of Residencies

Residencies represent an area of industrial practice that is dependent on flexibility, individual negotiation and the nature of particular projects and circumstances. Residencies vary enormously depending on the levels of funding, infrastructure and facilities available and the aims and objectives of the residency program. Some residencies make no stipulation in terms of acquittal of a residency or grant other than the submission of a report. Some do not even require that. Others stipulate a teaching or lecturing program and/or the production of an exhibition.

Residencies fall within the following main categories:

Residencies located within art schools

Residencies located within art schools often offer access to specific facilities, such as darkrooms, computing labs, printmaking workshops and ceramics studios, in addition to a stimulating artistic and educational environment. They are offered through invitation rather than application, as the research interests and practices of the resident have to match with the research profile of the school. These residencies often entail a teaching commitment of some kind. This can range from an 'open studio' policy, where the resident is available for consultation with students, to a slide talk or lecture, to conducting a part-time course. All university art schools surveyed offered a stipend as part of the residency agreement (for example, Griffith, Curtin and the Australian National Universities). Art school residencies range from six weeks to four months.

Site-specific residencies

Site-specific residencies offer accommodation and/or studio space in areas of historical importance or natural beauty. They offer the resident exposure to a new environment, interaction with a local community, and time to pursue new projects. These residencies are often funded through artists' bequests or through strategic partnerships with other managing bodies. The Dombrovskis Wilderness Residency Program is an example of this kind of partnership. Arts Tasmania provides the funding, while the Parks and Wildlife Service provides the accommodation. Other residencies in this category include the Bundanon Trust and the Hill End artist-in-residence program. Private-sector holiday resorts that offer artists-in-residence free accommodation, studio space and the opportunity to sell work created during the residency have also been reported.

Site-specific residencies are filled through an open application process, which goes before a panel. Selection is dependent upon the quality of work and proposal submitted. All that is required of the resident in terms of services is some kind of public access – whether through an open studio, slide talk or workshop. The resident often has to submit a report upon completion of the residency. The resident may or may not be funded for these residencies, which generally last from four to eight weeks.

Studio-only residencies

Studio-only residencies are of longer duration, lasting from three months to a year. These rarely offer a stipend or financial assistance, and do not require any services from the artist or craft practitioner apart from the observance of rules of conduct. A signed agreement, or licence, to lease the premises and contents is usually the basis upon which these residencies proceed. Studio-only residencies are offered on the basis of open invitation and are often oriented towards younger or emerging artists and craft practitioners. These residencies can act as transitional spaces between university studies and professional practice, and can offer mentoring, networking and professional development opportunities. Examples in this category include the Gunner Studios Residencies, managed on behalf of the NSW Ministry for the Arts by Artspace.

The above are all instances of 'bricks and mortar' residencies, where the actual accommodation is administered and managed by the residency committee or organisation.

Host residencies

Host residencies are offered through 'host institutions', which provide the context (but not always the studio space or accommodation) for a particular project. Residencies in this category can be offered within community facilities such as hospitals and medical centres, or universities, museums and galleries overseas. The Asialink residencies at host institutions in Asia fall into the latter category. The administration of these residencies is negotiated between an arts organisation and the host or coordinated by the arts administrators working within hospitals and medical centres. These types of residencies have to take into account the difficulties and obstacles arising from workplace codes of conduct and area access (particularly in hospitals), culture shock and disorientation (particularly in overseas residencies) and the undefined and often misunderstood role of an 'artist-in-residence'. However, host residencies also offer significant opportunities for cultural exchange, professional relationships, community input and exposure to challenging environments, which can provide a powerful stimulus to artistic production.

3.2.2 Selection and Application Process

The selection and application processes for residencies vary from select invitation to open application. Residencies offered by invitation are normally at the discretion of the director/manager or organising committee, and related to identifiable research agendas, and are therefore beyond specific regulation.

Residencies offered on the basis of open application are, however, open to scrutiny.

The selection criteria and process should be made transparent by providing detailed information on application material, identifying:

- key objectives of the residency program
- eligibility
- principal criteria
- areas of priority, such as regional areas, emerging artists, women, people of non-English speaking background or Aboriginal and Torres Strait Islander backgrounds, people with disabilities.
- selection process, whether by convenors/jury, interview/image preselection
- history, or background, to the program
- funding models, and involvement of subsidiary organisations
- previous successful applicants and projects
- desired format of application
- application lodgement date and address

3.2.3 Contracts and Agreements

Most residencies surveyed operated on the basis of a signed agreement pertaining to either employment arrangements, leasing arrangements, or both. Those that operate on the basis of a verbal agreement usually offer informal or one-off use of accommodation on university grounds for visiting scholars, artists, craft practitioners or designers. This kind of residency is negotiated on an individual basis between faculty representatives and prospective residents and offers only accommodation and access to resources and equipment. No remuneration is involved. While a verbal agreement may work in the context of informal, short term residencies which may need to be arranged at short notice, it is preferable that all residency arrangements and agreements be detailed in a written contract, signed and witnessed by both parties.

A gallery-dealer type relationship is not intrinsic to residencies, but some result in the creation of this kind of relationship through the exhibition, sale or donation of works produced during the residency.

For advice on putting together the contract, see the sample agreement Artist in Residence published by the Arts Law Centre of Australia.

- All residencies should be conducted on the basis of a written document clearly outlining the terms and conditions of the residency.
- When a residency results in an exhibition of works, a separate exhibition contract or letter of agreement should be negotiated and signed. For more information, see Chapter 1.

A checklist, outlining these terms and conditions, is included at 3.2.7.

3.2.4 Remuneration and Expenses

Residencies that do offer funding do so at varying levels. Some offer a grant to assist in covering living expenses, materials and rent. Some have been offering a minimum wage based on previously recommended Australia Council rates, others offer the equivalent of a full time wage (\$600–\$800 per week) for a short-term contract. The rates for studio artists, public artists and media artists recommended in section 5.2 should be used as a guide when determining fees for resident artists/craft practitioners.

Not all residencies offer remuneration. Where remuneration is low or non-existent, artists and craft practitioners must weigh up the other non-tangible benefits of the residency. Before making a final decision on whether or not to take up the residency, however, it is strongly recommended that the artist/craft practitioner draw up a personal financial plan for the residency in consultation with the residency organisation. The prospective resident should find out the minimum level of financial commitment to the residency offered by the organiser and what minimum contribution is required of the resident. The organiser should be able to tell the artist/craft practitioner how much it costs to live at a reasonable standard under the terms of the residency. The final costs to the artist/craft practitioner will vary because they will depend in part on what the artist/craft practitioner wants to do and how he or she wants to live for the duration of the residency.

Residents who participate in residencies that make contributions towards living expenses but do not offer a wage can find themselves struggling to meet expenses. Potential residents should take into account other costs at home, such as mortgage repayments, or sacrifice of a salary, for the duration of the residency, before agreeing to take it on.

- As a general principle, residents should be remunerated in accordance with their professional status, experience and expertise. For more information on hourly fees for artists/craft practitioners, see section 5.2.
- Those residencies which depend upon the proven professional status and experience of the resident to produce an exhibition or to provide tuition or public access, should offer remuneration commensurate with that resident's professional status and experience.
- Payments should be made in one or two lump sums or in regular instalments. It may be preferable for some residents to receive lump sums in advance in order to purchase equipment or materials, though it may be difficult to coordinate for residents who are paid as employees rather than contractors.
- The contract or letter of agreement should indicate how and when the resident will be paid, if applicable, and specify the expenses the resident will be liable to cover (for example utilities, freight, insurance).

- Responsibility for payment of utilities such as electricity, gas, telephone, cleaning, rubbish removal and other sundries should be clearly enumerated in, or attached to, the contract or agreement. Responsibility for payment or reimbursement should be clearly stated and agreed.
- Residents should take care to plan ahead financially for residencies, whatever their duration. Planning should take into account the possibility that the resident may have to contribute their own funds towards expenses and any hidden expenses, such as childcare and home-running costs.

3.2.5 Orientation and Support Structures

Providing good orientation for residents is crucial to the success of any residency, and is therefore an essential component of best practice. Issues integral to the success of residencies include: orientation, opportunities for networking, length of time of the residency, access to transport, publicity and promotion and access to facilities

Orientation

Organisers should help residents to settle into their new environments. This may include:

- being met on arrival at the airport
- providing clear directions to the resident's accommodation /studio
- ensuring the resident's accommodation/studio is ready on arrival
- providing keys and access codes to all available areas immediately
- providing maps of the building and immediate surroundings
- providing maps of the local area
- identifying shops, amenities and facilities in the local area
- providing a contact person to deal with all logistical problems
- making introductions to technical and administration staff
- providing route maps and timetables for local public transport
- sharing 'local knowledge' – recommended restaurants, cinemas, bookshops and the like
- identifying materials or equipment suppliers relevant to the resident's practice.

Networking

Organisers should set up opportunities for the resident to network and make new contacts in the industry as these can significantly further the resident's career. This may include:

- welcoming parties
- circulating information about the resident and their project prior to their arrival
- scheduling residencies to overlap or coincide, providing support from other residents

- providing networking opportunities with local communities and artists and craft practitioners
- scheduling slide talks and lectures early in the residency so the resident can make contact with key staff members, students and the general public
- identifying a suitable contact person or mentor, with similar research or artistic interests
- informing the resident of relevant activities, groups, seminars, and meetings.

Raising awareness

In workplaces or other situations that may be unfamiliar with the presence of an artist-in-residence, and unclear as to their role, special measures should be taken to increase awareness and enhance cooperation and support. This may include:

- active involvement between non-arts personnel and the arts organisation in the negotiation of the residency and choice of the resident
- orientation through slide talks or lectures early in the residency
- special projects which meet specific needs formulated by both the arts organisation and the host institution.

Length of time

- Residencies can vary in duration from four weeks up to twelve months. The minimum recommended time for any residency is six to eight weeks as this is only just enough time to settle in to a new environment and start producing work.
- Overseas residencies are generally longer – around four months. An overseas residency needs to be long enough for the artist/craft practitioner to settle in to a different culture and make contact with local communities.

Access to transport

- Access to transport should be provided for residencies in rural or isolated areas. Where local public transport is unavailable or inadequate, a vehicle should be made available to residents – perhaps for a stipulated time each week.

Access to facilities

- As well as access to facilities such as printmaking workshops, darkrooms and computing labs, organisers should arrange for access to photocopiers, telephone/fax, email and libraries. The proximity of the studio to these facilities – the administrative nerve centre of the institution – can be important not only for convenience but for informal interaction with other staff members and students.

Media and promotion

- Organisers should invite journalists, media photographers and art commentators to attend official resident welcoming parties and/or distribute media releases announcing the arrival of the resident and the scope of their project and practice.

Copyright

- Residents may be treated as employees or not, which may have some bearing on copyright. For more information, see section 6.2.7.

Tax

- Residents need to be aware of the tax implications of their residency including what can be assessed as income. For more information, section 7.1.5.

Insurance

- Insurance conditions differ across residencies depending on their type and residents should be made aware of their insurance status. For more information, see section 7.2.5.

Occupational health and safety

- All institutions and organisation conducting residencies should be observant of OH&S principles. For more information, see section 7.3.3.

Equal opportunity

- Residency managers should implement access and equity strategies which ensure that discrimination does not prohibit prospective applicants from applying for, or undertaking, residencies. For more information, see section 6.8.2.

3.2.6 Workplace Codes of Conduct

Observance of workplace codes of conduct is particularly important for residencies and workshops conducted at sites such as prisons or hospitals. Artists-in-residence and teachers may be required to undergo a criminal record check and to sign a confidentiality agreement, for example, agreeing to keep all patient information confidential.

Artists-in-residence in hospitals may find that there are legal and ethical restrictions placed on the type of work they can exhibit.

- Artists-in-residence and teachers in hospitals should be briefed on security arrangements and considerations for patients who may be at risk, and on the physical or emotional limitations of patients. Workplace routines and procedures should also be observed and respected by the resident.
- Residents and workshop teachers in institutions such as prisons and hospitals should be fully briefed on workplace codes of conduct and areas of sensitivity prior to the commencement of the residency.

3.2.7 Residency Contract Checklist

Name and address of both parties

Duration of residency

Exact dates of arrival and departure

Nature and conditions of residency

What is provided by the residency: studio/ accommodation/ stipend/ per diem/ air fares/ materials allowance/ exhibition opportunity/ publication? If the studio/accommodation is offered at a reduced rate, what rent and bond is to be paid by the resident? Is the residency able to accommodate arrangements for travel leave or other work and/or recreational time away from the studio, should

the resident require it? Will the residency pay freight and insurance costs of transporting materials/ equipment/ existing art/ craft work required for the residency? Will the residency pay freight and insurance costs for the return of completed work?

Remuneration

How/ when/ what will the resident be paid, including payment for artist's talks, workshops, master classes (if applicable)?

Arrangements for reimbursements, or a schedule of advances for fees should be attached to the contract.

Obligations of resident

What is expected of the resident – for example, an exhibition, slide talk, open studio, teaching or lecturing commitments, contribution to publications? What is expected of the resident in terms of attendance or working hours in the studio, as well as in terms of end product, for example an exhibition?

Responsibilities of resident

What is the resident responsible for in terms of studio/accommodation/workplace maintenance, cleanliness, security, occupational health and safety, conduct? (This information, if extensive, could be appended as a schedule to the contract.)

Insurance arrangements

Who is liable for accident, injury or theft during the residency?

Copyright and ownership of work

While copyright and ownership should in all cases remain with the resident, is s/he required to attribute the residency on publicity or promotional materials? Does the resident (or representing copyright agency) agree to the documentation of the residency for archival purposes?

Other employment

Can the artist or craft practitioner take on other employment while a resident?

Acquittal

What is required for acquittal of the residency – for example, a written report, briefing, budget breakdown?

Dispute resolution

Who will mediate between parties in the event of a dispute?

Breach or termination of contract

Under what circumstances can the contract be terminated by either party?

3.3 WORKSHOPS

3.3.1 Types of Workshops

Workshops, where artists and craft practitioners offer their services as teachers in return for payment, can be offered as components of residencies or as separate forms of casual employment. The following gives an overview of the different forms workshops can take as separate forms of employment.

Workshops presented by artists and craft practitioners are sought by university art schools, local council arts centres and institutes of adult education. A workshop can vary from a two hour one-off session presented as an after-school or school holiday activity, to a weekend-only session, to one-week winter or summer schools, to a casual (two to three hours per week) semester-long commitment. In most instances, the artist or craft practitioner is invited to present the workshop, or they may propose a course outline that is approved by committee or facility management.

Payment and conditions for workshops vary considerably. Dominant workshop practices fall within the following three categories:

Informal and in-kind workshops proceed on the basis of an informal, that is, a verbal-only contract. Such workshops are often negotiated at short notice and rely upon a relationship of trust between artist or craft practitioner and organisation.

Payment for the artist/craft practitioner's services may be in the form of a one-off cheque or cash or be in-kind, for example, the artist or craft practitioner may be offered the use of facilities such as a darkroom in exchange for teaching. In in-kind arrangements, the relative value of the workshop and of the facilities offered must be assessed on a case-by-case basis, depending on the skills and needs of the artist/craft practitioner. These arrangements are often mutually convenient for artist/craft practitioner and organisation. In an in-kind arrangement, the artist/craft practitioner may benefit by not having to pay cash for the use of facilities. However, if both parties are registered for GST, there are still GST obligations which must be met. Tax payments must be made based on the value of in-kind assistance provided.

Contracts or agreements are not used in informal and in-kind workshops. Artists and craft practitioners in these cases may be covered by public liability insurance, but as they are not treated as employees, they are not covered by worker's compensation, nor are they entitled to superannuation contributions.

Formal workshops proceed on the basis of a formal agreement. These include the workplace rules of conduct, tax file number and tax declaration form and payment through PAYG instalments, as a wage or salary. Rates of pay are in line with union awards or workplace agreements. Costs of materials are included in the tuition fee and are provided by the organisation rather than the artist or craft practitioner.

Contractual workshops do not employ teachers, but hire out premises and facilities. In these cases, payment is collected directly from the students by the teacher, who then pays an administration and hire fee (a percentage of the overall takings) to the organisation. The teacher nominates the charge for the course, takes his/her own enrolments and collects his/her own fees. The teacher signs an agreement form outlining the terms upon which a class will proceed, payment of fees, compliance with codes of conduct, insurance (public liability) and termination of contract. Materials are either supplied by the students themselves, or by the teacher, who factors in the cost of materials to the tuition fee. Materials may be paid for out of the non-refundable deposit paid by the students when registering for the course. As courses are not always assured of the numbers to go ahead, the materials buying arrangement must be flexible and at the teacher's discretion.

3.3.2 Contracts and Agreements

The disparity in kinds of workshops, which can range from one day demonstrations to semester long casual classes, is reflected in a diversity in payment and contractual arrangements. Most workshops operate on the basis of a signed agreement, except in the case of very casual arrangements which are often in-kind. These differences in practice have implications for taxation and superannuation matters, and particularly insurance issues. Those teachers who are not treated as employees are not covered by worker's compensation and so should be made aware of their own risk. While it is important that all workshop agreements be flexible enough to accommodate the contingent nature of some teaching arrangements, it is essential that all contracted teachers be covered by a contract of some sort.

- All workshop agreements should be negotiated through a written and signed contract outlining payment and schedule of fees, responsibilities for materials and equipment costs, insurance arrangements, observance of occupational health and safety measures and workplace codes of conduct.
- Responsibility for payment of hiring fees, administration fees and utilities such as gas or electricity should be clearly delineated in the contract. Responsibility for the purchase of materials and payment or reimbursement arrangements should also be clearly stated and agreed upon in the contract or agreement.

Tax

- Workshop teachers should be made aware of tax implications in relation to fees collected, income and expenses, and should negotiate employee versus independent contractor status. For more information, see section 7.1.6.

Insurance

- The teacher should be made aware of their insurance status in relation to public liability and workers' compensation and personal injury/accident of students under their care. For more information, see section 7.2.6.

Equal opportunity and occupational health and safety

- All institutions and organisation conducting workshops should be observant of OH&S principles. For more information, see sections 6.8.2 and 7.3.3.

Workplace codes of conduct

- Residents and workshop teachers in institutions such as prisons and hospitals should be fully briefed on workplace codes of conduct and areas of sensitivity prior to the commencement of the workshop. For more information, see section 3.2.6.

A checklist of inclusions within an agreement is outlined at 3.3.4.

3.3.3 Remuneration and Cost of Materials

Remuneration and who pays for equipment and materials can vary but should be specified in the Contract or Agreement.

Many workshops supply their own equipment and materials. Occasionally, teachers source their own materials for which they are reimbursed, either by administration or by the students. This practice can create difficulties for the teacher when student numbers are uncertain, and the teacher cannot be assured of complete reimbursement. In these cases, purchase of materials can be delayed until classes commence and student numbers are certain. Other workshops take non-refundable deposits from students and purchased materials with these monies.

Other costs associated with workshops apply mainly to contractual workshops, such as the hiring fee for the studio and facilities, and administration costs. Most contractual workshops charge a percentage of the tuition fees, rather than a flat rate. This means that teachers of workshops which have fewer numbers due to class size restrictions, or a new course, do not have to pay the same rate as teachers of more established or popular classes.

- Workshop teachers should be remunerated in accordance with their professional status, experience and expertise.
- Workshops are forms of casual, rather than permanent employment, and so remuneration should compensate for lack of holiday pay, sick pay and sometimes superannuation entitlements.
- Teachers who conduct contractual workshops stipulate their own remuneration, based on tuition fees, material costs and studio and facilities hire and sometimes travel costs as well.
- Independent contractors should factor in the cost of making their own superannuation contributions and managing their own tax affairs (which are taken care of for PAYG employees) when determining their tuition fees.
- For more information on fees and wages for workshop teachers, see section 5.7
- Associated costs for the workshop should be clearly outlined in the contract.

- The question of who buys materials may be determined by the relative GST status of the teacher and the conveners of the workshop and who is able to claim input tax credits for expenditure. These matters should be negotiated on an individual basis between teacher and the workshop.

3.3.4 Workshop Contract Checklist

Name and address of both parties

Dates and times of workshop

Nature of workshop (e.g. master class, lecture or demonstration)

Conditions of workshop

Who is responsible for providing materials and/or equipment?

Remuneration

How/when/what will the teacher be paid? How/when/what will the teacher be reimbursed for materials or equipment? (if applicable)

How/when/what will the organisation be reimbursed for administration, studio hire or promotional fees? (if applicable)

Responsibilities of teacher

What is the teacher responsible for in terms of materials and equipment use, studio use, security, cleanliness?

Insurance

Are the teachers and students covered by public liability insurance?

Is the teacher covered by worker's compensation or any other insurance policy?

Provisions for cancellation of workshop due to illness or misadventure

Who is responsible for finding a replacement teacher? Under what circumstances is a refund to students for cancellation of a course allowable?

Occupational health and safety

Are there any particular health and safety issues of which the teacher should be aware, or to which they should alert their students? Have they been given and read an OH&S guide or hand out? Who is responsible for informing students of OH&S issues?

Termination

Under what circumstances can the contract be terminated by either party?

Dispute resolution

Who will mediate between parties in the event of a dispute?