



Code of Ethics

FOREWORD

Arts en résidence - National network brings together structures whose main activity, or main activities, involve organising residency programmes which are run on a regular basis. Member structures vary in size, legal status and means and it is this diversity which makes up the richness of the network.

They host artists, authors, curators, as well as individuals or groups developing a project in the field of contemporary art. Given the many different purposes behind art residencies, the structures federated within the Arts en résidence network have decided to draw up a charter formulating common principles, values and commitments. The residency programmes offered by the member structures encompass a broad spectrum of activity and engagement. Nevertheless, supporting contemporary creation is considered to be first and foremost the primary objective of an art residency. Members are committed to providing the technical, human and financial resources required to create the best possible working conditions for artists and/or creative professionals.

Our objective is to define the common ethics to be implemented by our members in their day-to-day work with the contemporary art professionals hosted in residence.

Envisaged as a founding text, this charter is intended to be adaptable: it is likely to be expanded upon by Arts en résidence – National network, in collaboration with its members, according to different practices and the evolution of the working environment.

Driven by a desire to exchange ideas about the practice of hosting all kinds of art residencies and the value residencies are accorded, the member structures of Arts en résidence – National network are committed to respecting its rules and regulations and to work in accordance with this charter.

It is understood that:

- member structures respect the current legal frameworks in force (the law pertaining to the Freedom of Creation, Architecture and Heritage, the Intellectual Property Code, the Social Security Code and so on) which govern all residency programmes;
- the two statements published on the 16th of February 2011¹ and the 8th of June 2016² have contributed to the establishment of a framework to which the member structures should refer;
- member structures undertake to use the hosting residencies model contract made available and approved by the relevant professional organisations (Cipac, Fraap, Usopav). As an extension of these preparatory resources, this charter formulates voluntary commitments which are specific to the federated structures and by which only they are bound.

¹ this statement relates to income generated by artistic activities covered by Article L 382-3 of the Social Security Code and to the incorporation of income from ancillary activities to the income from these artistic activities

² this statement relates to the support of artists and artistic teams within the context of art residencies



Article 1 - Time for research and creation

The structures federated within Arts en résidence network consider an art residency to be above all an opportunity for research and creation.

The statement published on the 8th of June 2016³ outlines 4 types of art residencies: the creation, research or experimentation residency, the springboard residency for emerging artists and young graduates, the local diffusion residency and the association residency.

Regardless of the type of residency hosted, member structures undertake to devote a minimum of 70% of the residency time to the residency project, that is to say time during which the artist/creative professional has no imposed obligations, particularly in respect to cultural mediation activities. Any such work requested by the host shall be outlined in a specific contract and the artist/creative professional is to be remunerated accordingly.

Article 2 - Selection process

Selection processes commonly used by residency programmes include artists and/or creative professionals

- being chosen by a selection committee and invited to participate in a particular residency project
- being selected to participate in a particular residency project, after the applicant has sent their application, following a call for applications.

Member structures endeavour to remunerate all calls for applications which involve the formulation of a specific project.

Member organisations shall not practice systematic discrimination against applicants during the selection process.

Article 3 – Formalisation of a contract

Member structures undertake to draw up a contract, written and agreed upon with the artist/creative professional. This contract is to stipulate the objectives and conditions of the collaboration (human and financial resources, the return of works and so on) as precisely as possible. The contract is to include a clause relating to authorship of the artist/creative professional's work (in particular with regard to reproduction rights in the promotion and in public communications regarding the residency). The contract should also include a clause relating to cultural mediation activities.

Any project which is ancillary to the residency (any form of exhibition, publication, acquisition and so forth) is subject to a separate contract.

Article 4 - Human resources and support

Member structures undertake to appoint an individual who will provide professional and technical advice to artists/creative professionals throughout the duration of the residency.

In addition, member structures undertake to ensure that the artists/creative professionals are aware of their fiscal, social and legal obligations.

³ The statement published on the 8th of June 2016 in relation to the support of artists and artistic teams in the context of art residencies

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Arts en résidence is a non-profit organisation constituted in accordance with the 1901 French law.

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Residency structures are expected to put the artist/creative professional in contact with:

- professionals in the field of contemporary art to increase the visibility of the work and to help in the development of networks, contacts and audiences;
- relevant individuals local to the area in which the residency takes place (the public, companies, artisans, associations and so on) who may be crucial to the carrying out of the residency project.

Article 5 - Technical and material resources

The contexts in which member structures offer residencies and the terms and conditions according to which they operate are varied. The technical and material means offered are therefore diverse. Member structures are expected to provide the artist/creative professional with the facilities - a studio and/or an office, as well as accommodation - necessary for the residency project to be carried out.

In the case of long-term residencies, the member structures shall endeavour to host the artist/creative professional's family.

Article 6 - Financial means

A specific budget must be established before the residency begins.

It is both the responsibility of the host structure and the artist/creative professional to ensure that this budget corresponds to the envisaged project.

The structure agrees to define a budget which takes into account the following:

- an allowance (research and/or creation fees);

The structure endeavours to cover and distinguish between the following expenses:

- the grant relating to the costs of producing the works;
- living expenses or a per diem and travel and accommodation expenses;
- the transfer of copyright, in relation to any promotional work published on the residency or on the artist/creative professional;
- budgets related to any additional projects that may be offered to the artist/creative professional (exhibitions, publications, specific cultural mediation activities and so on).

If necessary, the initial distribution of the budget may be reviewed in the presence of both the artist/creative professional and the host structure.

Article 7 - Status of the works produced during the art residency

The works produced during the residency remain the full and complete property of the artist/creative professional.

Under no circumstances must artists/creative professionals be required to donate their work to the host structure, be it within the framework of the call for applications or the residency contract.

Any transfer of ownership of a work produced within the framework of the residency shall be subject to a separate contract which specifies the financial conditions of the transfer and stipulates the scope and conditions of any exploitation of the work.

The terms and conditions of the return of the works must be clearly outlined at the beginning of the residency.



Article 8 - Evaluation of the residency

With a view to provide an opportunity for self-evaluation and improvement of their practices, member structures undertake to carry out an assessment of the residency with each artist/creative professional, enabling critical feedback to be provided on all the terms and conditions of the residency.