

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 individuals and 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 member structures encompass a broad spectrum of activities. 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 residents.

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 they host 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, Arts en résidence – National network's member structures 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 statement published on the 8th of June 2016¹ and the decree published on the 28th of August 2020² 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 bo

¹ This statement relates to the support of artists and artistic teams within the context of art residencies.

² This decree relates to income generated by artistic activities covered by Article L 382-3 of the Social Security Code and to the culmination of income generated from both artistic and ancillary activities.

Article 1 - Time dedicated to 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, member structures undertake to devote a minimum of 70% of the residency period to the residency project, that is to say time during which residents have no obligations, particularly in respect to cultural awareness-raising or outreach activities. Any such work requested by the host shall be outlined in a specific contract and the resident is to be remunerated accordingly.

Article 2 - Selection process

Selection processes commonly used by residency programmes include residents

- 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 having responded to 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 written contract which has been agreed upon with the resident. 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 ownership of residents' work (in particular with regard to reproduction and distribution rights). The contract should also include a clause relating to cultural outreach activities.

Any project which is ancillary to the residency (exhibitions, publications, acquisitions 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 residents for the duration of the residency.

In addition, member structures undertake to ensure that residents are aware of their fiscal, social and legal obligations.

Member structures undertake to set up a system that which enables them to take residents' family lives fully into account.

Lastly, residency structures are expected to put residents in contact with:

- professionals in the field of contemporary art to promote their 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, organisations and so on) who may be crucial to the carrying out of the residency project.

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.

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 are therefore diverse. Member structures are expected to provide residents 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 hosting residents' families, member structures must verify the suitability of their amenities and endeavour to establish partnerships to facilitate the provision of childcare and temporary schooling⁴.

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 resident to ensure that this budget corresponds to the envisaged project.

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

- a grant;

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

- production of the works;

- living expenses or a per diem, travel and accommodation expenses;

- copyright royalties, in relation to any promotional work published on the residency or on the resident;

- budgets related to any additional projects that may be offered to the resident (exhibitions, publications, specific cultural outreach activities and so on).

If necessary, the initial distribution of the budget may be reviewed in the presence of both the resident and the host structure.

Structures are aware of the minimum recommended amounts for research and creation grants set out by Arts en résidence. With its financial partners, it endeavours to stick to and defend these guidelines as far as possible.

Any project that follows on from the residency (public meetings, leading workshops and specific cultural outreach activities) must be outlined in a separate contract and give rise to separate remuneration.

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

Any works produced during the residency remain the full and complete physical property of the resident-s. Under no circumstances are residents required to donate their work(s) to the host structure, be it within the framework of a call for applications or a residency contract.

Any transfer of physical ownership of a work produced within the framework of the residency is to be subject to a separate contract which specifies the financial conditions of the transfer.

This transfer of physical ownership does not entail the transfer of any intellectual property rights, including the artist's moral and economic rights.

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

⁴ See our information sheet entitled *Increased consideration of residents' family lives*.

Article 8 - Evaluation of the residency

With a view to provide an opportunity for self-evaluation and for improvement of their practices, member structures undertake to carry out an assessment of the residency with each resident, enabling critical feedback to be provided on all aspects of the experience.