



## NPN PERFORMANCE RESIDENCY

Guidelines for Fiscal Year 2012  
Projects Occurring Between July 1, 2011 – June 30, 2012

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| <p>▶ Contracts must be submitted <b>60 days prior</b> to the Performance Residency<br/>▶ <b>Failure to credit</b> NPN could jeopardize future funding.</p> |
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### PURPOSE

The NPN Performance Residency Program directly fosters community engagement by subsidizing one- and two-week residency contracts for artists. NPN has carefully crafted a standard contract and fixed fee structure which 1) takes money off the table, enabling artists and presenters to focus on the work and ways to engage the community; 2) sets a minimum standard for fees which guarantees that artists receive appropriate compensation while costs remain manageable for NPN Partners; and 3) ensures that artists have direct contact with the community. Residency activities take place in a variety of settings and bring artists, and their creative tools, to new constituencies and audiences.

### PROCESS

NPN Partners indicate their Performance Residency plans each year by filling out the [NPN Partner Survey](#) or [NPN Partner Recertification](#) and submitting it to the NPN National Office. The information in this survey is crucial to NPN's ability to support its Partners and plan its own activities. The NPN Fiscal Year begins July 1<sup>st</sup> and ends June 30<sup>th</sup> each year.

In FY2012, each NPN Partner is eligible for two weeks of standard Performance Residency subsidy. These two weeks can be utilized either as two 1-week Performance Residencies or one 2-week Performance Residencies. NPN Partners who commission Creation Fund projects can access up to one additional week of Performance Residency (Creation Fund Residency) to present the commissioned work. Limit three Performance Residency weeks for NPN Partners who are Creation Fund commissioners.

Breakdown:

Every NPN Partner	2 weeks of NPN Performance Residency <i>(2 1-week or 1 2-week)</i>
NPN Partner who is Commissioner in a Creation Fund	1 additional week of NPN Performance Residency <i>(to present commissioned work)</i>

NPN does not make any curatorial decisions for NPN Partners nor have a roster of artists. NPN Partners select artists to participate in Performance Residencies based on their own curatorial processes (see [www.npnweb.org](http://www.npnweb.org) for NPN Partner profiles), and by considering artists who are comfortable working under the NPN Performance Residency Agreement.

The NPN Performance Residency Program is not competitive, but NPN Partners are required to supply the NPN National Office with *3 copies* of a fully completed NPN Performance Residency Agreement (4 copies in cases where there is a co-presenter) with *original signatures* no later than 60 days prior to the beginning of the residency in order to be guaranteed support. Contracts submitted later than 60 days prior to the start of the Performance Residency will not be funded. Prior to mailing the Agreement, an electronic version must be emailed to [will@nnpweb.org](mailto:will@nnpweb.org) for approval. Please allow 30 days after the receipt of signed Agreements for the National Office to turn around subsidy checks.

**Note:** NPN is currently in the process of creating an on-line contracting system. All contracts will be able to be completed, signed, and submitted on-line. NPN will keep NPN Partners updated with status of system. Until system is up continue to use paper Agreements.

### EXPECTATIONS

As part of the NPN Performance Residency Agreement, the following actions are required:

1. An NPN Partner arranges a series of activities that bring artists in contact with a minimum of 100 people in the community over the course of one or two weeks. NOTE: NPN Performance Residencies may be co-presented with other NPN Partners or organizations in the NPN Partner's community. Co-presentations help NPN Partners leverage the 58% presenter match.
2. Artists must be in the community for a minimum of 5 days (4 days for musicians- see musician's rider).
3. Artists must conduct at least one public performance and one community activity.
4. Original signed copies of the NPN Performance Residency Agreement are submitted to the NPN National Office *no later than 60 days prior to the start of the residency*.
5. Final Reports are submitted by the NPN Partner *and* the Artist/Company to the NPN National Office within 30 days of the final residency activity.

6. NPN is credited for its support in all publicity materials, using the language and logo provided by the NPN National Office. Login to the NPN Partner Portal at <https://www.npnweb.org/portal/> to download credit language and logos. ► Failure to credit NPN could jeopardize future funding.

## FORMULA

Over the past 20 years, NPN has developed a Residency Fee Structure intended to ensure equitable and productive relations between NPN Partners and residency Artists/Companies. These fees are *non-negotiable*. ► NPN Partners who contract artists under the NPN Performance Residency but pay artists at a different rate put their partnership at risk.

\*\*It is the sole responsibility of the NPN Partner to walk the artist through the NPN Performance Residency Agreement explaining context for all costs.

In FY2012, the Fee Structure is as follows:

- Salaries: \$700 per week per artist or technician in residence.
- Fringe Benefits: \$140 per week per artist or technician for all salaried employees of the Artist/Company. This expense is intended to offset costs such as health insurance, unemployment, disability, social security, retirement etc.
- Transportation\*: The most economical round-trip transportation for all artistic or technical personnel in residence who are traveling from another community. Ground transportation is *not* covered under the NPN Performance Residency Agreement.
- Housing\*: \$75/night; \$90/night for New York City and San Francisco Partners, for all artists or technicians in residence who are traveling from another community.
- Per Diem\*: \$40/day for all artists or technicians in residence who are traveling from another community.
- Administrative Allowance: A fixed amount (\$1,500 for a one-week residency or \$1,700 for a two-week residency) is provided for non-personnel expenses of the artists in residence. This expense is paid directly to the company and can be used for freight cost for shipping sets, equipment, local transportation, long-distance calls, postage, office supplies, costume cleaning and repair, administrative staff, booking commissions, CGL insurance, etc.
- Artistic Director Contingency Fund: A fixed amount of \$300 per residency is provided for the Artistic Director to use for any additional residency-related costs.

\* For *local Creation Fund Residencies*, local Artists do NOT receive Transportation, Housing, or Per Diem but do receive all other line items.

The maximum NPN subsidy is \$6,000 per week or 42% of the total residency costs according to the NPN formula, whichever is less. NPN Partners have a financial obligation to leverage the other 58% match.

## LIMITATIONS

**Mutual Accountability:** The NPN Performance Residency Agreement is between three parties: NPN, an NPN Partner, and a featured Artist or Artist Company (in some cases another co-presenter comes on as a fourth party). The Agreement is designed this way to facilitate mutual accountability and communication. For this reason, NPN requires that all parties put original signatures on all 3 copies (4 copies in the case of a co-presenter) of the completed NPN Performance Residency Agreement. This ensures that every party involved has a signed original copy.

**National Artists:** Because the NPN Performance Residency is a tool to promote national touring arts, artists contracted under the NPN Performance Residency Agreement must be from at least 100 miles outside of the NPN Partner's community. The only circumstance in which a local artist can be presented under an NPN contract is if the artist being presented is commissioned by the NPN Partner and is premiering the commissioned work through a Creation Fund Residency.

**Minors:** Minors (under 18) cannot be contracted under the NPN Performance Residency Agreement.

**Types of Artist:** The NPN Performance Residency is geared towards emerging to mid-career artists but can be used for any artist who is comfortable working under the Agreement. Not all artists are comfortable working in residency or for NPN Fees. The NPN Performance Residency should be seen as taking a "step up," not a "step down." Artists use the model as a stepping stone, and may work under the Agreement for a certain period in their career and if appropriate move on. No single Artist/Company can participate in more than 5 NPN Residencies (standard or Creation Fund) in a single year.

**Technical Director:** Artists/Companies are expected to travel with their own technician. NPN considers TDs part of the Artist/Company. The quality of the Artist's work typically improves when traveling with their own TD, because the TD is familiar with the work. Technicians are required to stay the length of the residency. The technician's fees are included in the formula. If an Artist/Company does not wish to travel with a technician, a written letter stating why and signed by the Artist should accompany the Performance Residency Agreement.

**Residency Length:** Artists are contracted for one or two week periods. NPN considers one week to be 5-7 days. The full Artist/Company (tech included) must be in Residence for the full length of the NPN Performance Residency (at least 5 days) and should participate in residency activities. NPN does have a special provision for Musicians (see Rider C), which allows company members who are musicians to be in Residence for 4 days instead of 5.

**Residency Activities:** Each NPN Performance Residency week must contain a minimum of 1 public performance and 1 community activity per week. Artists must come in contact with at least 100 people in the community during the length of the NPN Performance Residency. Artists should not be asked to do more than 3 residency activities per day, and no more than 2 on a performance day.

**Credit:** NPN Partners and Artists are required to credit NPN for the Performance Residency in programs, fliers, press releases, e-announcements, and websites. Failure to credit NPN could jeopardize future funding from NPN. Please login to the NPN Partner Portal on the NPN website at <https://www.npnweb.org/portal/> to download NPN credit language and logos.

**Insurance:** Both the NPN Partner and Artist Company must be able to prove that all staff and company members are covered by Worker's Compensation and/or Disability Insurance. In addition, both the NPN Partner and Artist Company must obtain and keep in force Comprehensive General Liability insurance of at least \$1,000,000.00. Although insurance can be a financial burden, it is a requirement to protect both the NPN Partner and Artists. See next section for a new service offered to artists and NPN Partners to help to address this issue.

**Fractured Atlas:** NPN is happy to announce its collaborative partnership with Fractured Atlas. Through this partnership NPN is able to offer free Associate Memberships to NPN Partners and artists who participate in the NPN Performance Residency program. Please download the "Fractured Atlas Associate Membership Info Sheet" and make available to artists who you present through NPN. For more information go to [www.fracturedatlas.org/npn](http://www.fracturedatlas.org/npn).

## TIPS

- **Form:** The Performance Residency Agreement is a computer form, which means *it must be filled out on your computer*. You can download it by logging into <https://www.npnweb.org/portal/>.
- **Co-Presentations:** Some NPN Partners may choose to co-present an NPN Performance Residency with another NPN Partner or another organization in their community. This is an excellent way for NPN Partners to help leverage the 58% match. In case of co-presentations, the co-presenter's information should be completed on page 1 and page 7 of the Agreement. In addition, payment schedules (page 6) and promotional schedules (page 4) should be negotiated between the NPN Partner and co-presenter. The co-presenter must sign and initial the Performance Residency Agreement.
- **Type of Residency:** On page 2 of the Performance Residency Agreement, you should select the type of residency you will be engaged in. The options are: Standard NPN Performance Residency – Select 1 week or 2 week OR Creation Fund Performance Residency (to premiere the commissioned Creation Fund project) – Select 1 week or 2 week; Select *Local* (or *leave blank* for non-local).
- **Company Personnel:** All company members, directors, and tech in residence are considered company personnel. Company Personnel on page 2 should match information on page 7 (Rider A – Contact Sheet), and Company Members being paid on page 9 (Rider B – Fee Computation).
- **Residency Length/Dates/Activities:** The full Artist/Company (tech included) must be in Residence for the full length of the NPN Performance Residency (at least 5 days) and should participate in residency activities. NPN does have a special provision for Musicians (see Rider C), which allows company members who are musicians to be in Residence for 4 days instead of 5. Residency dates and Activity dates on page 2 should match dates in the Fee Computation on page 9 (Rider B).
- **Payment Schedule to the Company:** The *total fee* paid to the Artist/Company should be represented on page 2. This amount should match the Total Artist Company Fee on page 10 (Rider B). NPN realizes that on occasion the NPN Partner pays directly for the transportation and housing. Transportation and housing should always be included in the total fee on page 2, but if being paid directly by the NPN Partner should be reflected in the payment schedule on page 3.
- **Fringe (Rider B):** Should only be paid to artists and technicians who are on salary of the Artist Company and participating in the NPN Performance Residency.
- **Transportation/Housing (Rider B):** Typically, artists make their own travel and housing arrangements. On occasions NPN Partners pay directly for housing and transportation, deducting the amount from the final check- this needs to be negotiated in advance during the planning stages of the NPN Performance Residency. The terms of this negotiation should be outlined on page 3. Note that housing is based on double occupancy. If the NPN Partner is making housing arrangements, arrangements must be approved by the Artist/Company prior to signing Agreement. Ground/Local transportation is not included in the NPN Performance Residency contract although the Administrative Expense Allowance can be used towards ground transportation costs.
- **Technical Requirements (Rider C):** Must be outlined on page 10 or attached to the NPN Performance Residency Agreement in the Form of a Technical Rider. In addition, both the Technical Director of the Company in Residence and the NPN Partner must sign page 10 to show that they are in Agreement with the terms.
- **Childcare (Rider E):** NPN doesn't include fees for childcare, but can be negotiated between NPN Partner and Artist.
- **Company Demographics (Rider F):** The Company should complete this section.
- **Signatures and initials:** All copies of the NPN Performance Residency Agreement must contain original signatures and initials on all copies.
- **Approval:** An electronic version of the NPN Performance Residency Agreement should be emailed to [will@npnweb.org](mailto:will@npnweb.org) for approval prior to obtaining original signatures.

## National Performance Network

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