

# Content Producer's Agreement, NO NIIN ry

NO NIIN ry | Kotipaikka: Helsinki | Y-tunnus Number

Address

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## 1 CONTRACTING PARTIES / PARTIES TO THE AGREEMENT

### 1.1 Content Producer

Name:

Artist Name (optional):

Social Security Number/Tax Number:

Pronoun:

Is it okay to use this name and pronoun publicly?:

Phone Number:

Address:

Bank Account (IBAN):

BIC/SWIFT code:

(hereinafter 'Content Producer')

Please let us know how you would like to receive payments:

Payment Type	Additional information	Notes
Via Invoice	VAT registered: ( ) Yes ( ) No	
Via Tax Card	Tax card rate %:	
Via TransferWise to an international bank account	Bank name:	
Other		

## **1.2 Commissioner Name and Business ID:**

NO NIIN ry, Y-tunnus Number

Address:

Contact person:

Pronoun:

Is it okay to use this pronoun publicly:

Email:

Phone:

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Contact person:

Pronoun:

Is it okay to use this pronoun publicly:

Email:

Phone:

(hereinafter 'NO NIIN Editors')

## **ABOUT NO NIIN**

NO NIIN is an online monthly magazine at the cusp of art, criticality and love. It is a publishing platform for communicating, acknowledging and promoting the artistic, theoretical and social changes created by the art workers. In addition to attending to the needs of recognition, patronage, market and livelihood by promoting the art workers in the art scene in Finland, the online magazine plays an important role in introducing them to an international audience.

NO NIIN aims to create and maintain an independent platform in support of underrepresented voices and marginalised perspectives active in the Arts today, not limited to, but including feminist, queer, and BIPOC members, with an additional focus on class, mental and physical health, while being committed to the broader context of contemporary art and critical discourse.

## **NO NIIN's BASIS OF UNITY**

As a magazine, NO NIIN Editors want the publishing platform to be a safe, empowering, welcoming space of discovery for all contributors, and readers, especially those of us traditionally on the margins. The contributors at the NO NIIN form a diverse group. Some of us experience different kinds of oppression and violence including racism, imperialism, ableism, poverty, misogyny, transphobia, homophobia, Islamophobia and antisemitism, to name a few. These oppressions are not separate from each other which can be exhausting and painful. NO NIIN Editors want to create a space that

recognises and challenges the oppression and exploitation that some of us are harmed by and some of us benefit from.

- NO NIIN recognizes that systemic oppression exists in and operates through arts communities to disempower individuals because of their race, nationality, gender, sexuality, economic status, religion, ability, and more. The shape these intersecting forms of marginalization take includes unequal access to opportunity, cultural insensitivity, cultural appropriation, harassment whether psychological or physical, microaggressions, sexism, racism, homophobia, transmisogyny, ableism, and derogatory language.
- NO NIIN commits to prioritizing the knowledge and safety of individuals with intimate, lived experience of particular oppression in order to collaboratively arrive at ways to address its effects.
- NO NIIN values solidarity, patience, and compassion in the process of working towards equity in both personal encounters and structural decisions; this includes both individual and collective accountability as well as prioritizing accessibility and QTBIPOC safety.
- NO NIIN acknowledges that good intention is not enough; anti-oppressive practice requires individuals to cultivate an ongoing awareness of the dynamics that disempower some and privilege others, in order to redress inequalities.
- NO NIIN is committed to investing in the process of self-critical adaptation, maintaining collaborative efforts with other cultural workers, and developing ongoing public outreach to include those marginalized by the arts community we operate within.

## **2 THE PURPOSE OF THIS AGREEMENT**

In this Agreement, the Parties agree on the fee, terms, schedule, budget, and payment schedule for 'JOB TITLE'

For the sake of clarity, the above object of the Agreement will hereinafter be referred to as the 'Work'.

## **3 SCHEDULE**

The Content Producer will conduct their Work between (DATES) on the following tasks:

### **Text**

- The Content Producer will share the completed Work with NO NIIN Editors via a Google Doc for sharing, editing and commenting purposes.

- This will include the title of the Work, proofread Work of (WORD COUNT), necessary citations, sources and bibliography.
- If there are images accompanying the Work, the Content Producer will provide these images with the name of the Photographer/ Content Producer, ensuring that permission for the publishing of the images (for example, an email agreement) has been sought from the creator of the image.
- NO NIIN Editors reserve the rights to all editorial decisions regarding publishing the Work on NO NIIN's website.
- NO NIIN editors will remain in communication with the 'Content Producer' regarding any changes, edits and suggestions to the Work. NO NIIN Editors will not publish any material on the NO NIIN website without the Content Producer's approval.
- The Content Producer is expected to submit the finished Work within the agreed timetable.

### **Art**

- The 'Content Producer' will share the completed Work with NO NIIN Editors.
- This will include the title of the Work, edited and colour corrected Work (SIZE, RESOLUTION), necessary citations, sources and bibliography (if applicable).
- If the Work is photographed or documented by individual/s other than the 'Content Producer', the 'Content Producer' will provide the name of the Photographer/ Artist, ensuring that permission for the publishing of the images has been sought from the creator of the image. NO NIIN will not pay any separate compensation for the photographer.
- NO NIIN Editors reserve the rights to all editorial decisions regarding publishing the Work on NO NIIN's website.
- NO NIIN editors will remain in communication with the 'Content Producer' regarding any changes, edits and suggestions to the Work. NO NIIN Editors will not publish any material on the NO NIIN website without the Content Producer's approval.
- The 'Content Producer' is expected to submit the finished Work within the agreed timetable.

### **Photographs**

- The 'Content Producer' will share the completed Work with NO NIIN Editors.
- This will include the title of the Work (if applicable), edited and colour corrected Work (SIZE, RESOLUTION, NUMBER OF IMAGES), necessary citations, sources and bibliography (if applicable).

- If the Work is a documentation of another artist's work, the 'Content Producer' will seek necessary permissions and approvals from the artist before submitting the Work. NO NIIN will not pay any separate compensation to the artist whose work has been documented.
- NO NIIN Editors reserve the rights to all editorial decisions regarding publishing the Work on NO NIIN's website.
- NO NIIN editors will remain in communication with the 'Content Producer' regarding any changes, edits and suggestions to the Work. NO NIIN Editors will not publish any material on the NO NIIN website without the Content Producer's approval.
- The 'Content Producer' is expected to submit the finished Work within an agreed timetable.

### 3.1 NO NIIN's Desires

NO NIIN Editors are interested in the uniqueness of the Content Producer's perspective and engagement with the pertinent and compelling aspects of the subject. Some questions and guidelines for consideration are:

- What must the readers know about the Artworks/ Artists/ Curator?
- How does the exhibition/artwork contour the shape of the Art scene in Finland and/or internationally?
- What utopic desires, eagerness, grit, innocence are followed through in the exhibition?
- What kind of politics and aesthetics is the exhibition keenly attuned to?

### 3.2 Content Producer's Desires

NO NIIN Editors are interested in understanding the Content Producer's needs and desires, so here is space for the Content producers to list what they presently might need from the NO NIIN Editors.

NO NIIN Editors understand that needs and desires could and will change, so the Content Producers are free to return to this part of the Agreement and amend or expand their thoughts (please just @+ NO NIIN Editors (NAMES in a comment so they can see the updates or contact them via email):

## **4 WORKING TOGETHER**

### **4.1. Communication**

NO NIIN Editors and the Content Producer agree to respect each other.

NO NIIN Editors and the Content Producer will communicate primarily through email, Google Docs, and phone calls. Key developments and changes will be updated as amendments to the Agreement.

NO NIIN strives to not create pressured working situations for our collaborators, so NO NIIN Editors prefer to respond to work matters during weekday working hours, which can range between 9 am to 6 pm (EET).

[NO NIIN Editors request the Content Producer to communicate their preferences around communication (For example, I prefer to be contacted on WhatsApp for everyday communication OR I don't work on the weekends)]

### **4.2 Acknowledgements & Use**

NO NIIN Editors undertake the responsibility to release the Content Producer's Work on NO NIIN's website and through NO NIIN's social media accounts.

After the Work has been made public on NO NIIN's website, the Content Producer is free to promote the visibility of their Work through their personal accounts. As per the Finnish Copyright Act and in accordance with good practice, the Content Producer should always supply the name of NO NIIN, Volume Number, Issue Number, and Date of Publishing, Name of Editors in connection with the Work and its display or presentation.

The Content Producer is entitled to freely talk with the media about the Work, its origins, production process and other content.

If a commercial opportunity arises in relation to the Work or other related materials, NO NIIN Editors will communicate this with the Content Producers, and will collectively decide if they pursue this.

NO NIIN Editors will acknowledge the Content Producer's Work on NO NIIN's website and all social media channels such as Instagram and Facebook. A short text will accompany the Work when posted on Instagram and Facebook (which NO NIIN Editors will write, and the Content Producer can edit).

This Content Producer's Agreement is the sole agreement between the Parties on this subject matter. Any amendments to this Agreement must be made in writing and duly signed by both Contracting Parties.

### **4.3 Confidentiality & Communication**

All communication between the Content Producer and NO NIIN Editors, including their contact details and other personal information is private and confidential data and must not be shared with third parties.

#### **4.4 Copyright, Ownership and Other Rights**

Copyrights and other intellectual property rights belonging to the Content Producer that arise from the production of the Work during the term of validity of this Agreement shall remain with the Content Producer, and this Agreement shall not restrict any rights belonging under Finnish Copyright Act to the Content Producer or to the owners of related rights or other intellectual property rights.

The Content Producer grants NO NIIN Editors the right to distribute the Work, parts of the Work (digital copies, changing resolution, taking stills from the video, extracts of text/video, cropping images), in the aforementioned Work on NO NIIN's website and social media platforms in perpetuity.

The rights granted to NO NIIN cannot be transferred to third parties without the written consent of the Content Producer

NO NIIN Editors shall also be entitled to edit the material when necessitated by practical reasons for publishing and distributing in reference to NO NIIN.

NO NIIN Editors shall also be entitled to use, without permission from the Content Producer and without separate compensation, the textual and visual material of the Work in all NO NIIN's communications, publicity, marketing and other similar operations.

In all above-mentioned situations, NO NIIN Editors shall respect the Content Producer's moral rights as per the Finnish Copyright Act, and shall, in accordance with good practice, always supply the name of the Content Producer and the title of the Work in connection with the Work and its display or presentation.

The obligations and rights mentioned under this section on copyright and other rights shall, as applicable, remain in force also after the period of validity of this Agreement.

#### **5 FEE**

The Content Producer shall receive compensation for the planning, production, and delivery of the (JOB TITLE) an overall fee of (€FEE). The amount of the overall fee is final and covers also any value-added tax or other taxes and fees. This Agreement is not an employment contract, therefore the fee is not wages but trade income.

The Content Producer will receive their fee by (DATE)

## **6 DELAYS, CANCELLATIONS AND DISPUTES**

### **6.1. Delay**

If either of the Contracting Parties delays or changes the Work plan without communicating with each other, the Agreement can be terminated. NO NIIN Editors and the Content Producer agree to behave respectfully and cooperatively towards each other.

### **6.2 Cancellation**

Both Parties will endeavour not to cancel the planned Work, however, NO NIIN Editors acknowledge that sometimes things happen beyond anyone's control.

NO NIIN Editors reserve the rights to terminate the Work contract at any point under these circumstances:

- If the Content Producer is found or reported to be indulging in any form of sexual and/or workplace abuse and violence including racism, imperialism, ableism, poverty, misogyny, transphobia, homophobia, islamophobia and antisemitism, to name a few.
- If the Work contract is cancelled due to the above-mentioned circumstances, NO NIIN Editors are not liable to pay any fee to the Content Producer.

If NO NIIN Editors cancel the contract for any other reason than those mentioned above, the Content Producer will be paid a fee based on the completed tasks that align with the tasks in Section 3.

The Content Producer can terminate the Contract within two weeks of signing the contract. If the Content Producer cancels the Contract after the two weeks of signing it without a discussion or without providing reason(s) for the cancellation, NO NIIN Editors are not liable to pay any fee to the Content Producer.

## **7 PLACE OF JURISDICTION**

This sounds very formal, but this Agreement is governed by Finnish law. Any dispute arising from this Agreement will be solved in the first instance through negotiations. Otherwise, the dispute shall be solved at the District Court of Helsinki, Finland.

## **8 VALIDITY AND AMENDMENT OF THE AGREEMENT**

This Agreement comes into effect upon signature by both Parties and shall be in force until the last obligations determined by this Agreement have been fulfilled.

Amendments or additions to this Agreement shall be made in writing.



## 9 COPIES OF THE AGREEMENT, APPENDICES, DATE AND SIGNATURES

The Agreement Parties agree to comply with this Content Producer's Agreement and its Appendices. This Content Producer's Agreement has been executed in duplicate, with one copy for each Party.

Content Producer	Place: Date:	Signature:
Co-Editor	Place: Date:	Signature
Co-Editor	Place: Date:	Signature

We acknowledge and thank Feminist Culture House for sharing agreement templates. The templates were appropriated and modified to suit the needs of NO NIIN's work and requirements. We would also like to acknowledge and thank Riikka Kuoppala at Vegan and Legal for reviewing the agreements for fairness and soundness.