

**Grant Agreement
By and Between
The Metropolitan Area Planning Council
And
[Artist Name]**

This Grant Agreement ("Agreement") is made and entered into by and between the Metropolitan Area Planning Council ("MAPC"), a public body politic and corporate, established by Chapter 40B, Sections 24 through 29 of the Massachusetts General Laws and [Artist Name] ("Artist"), alternatively "the parties."

Recitals

WHEREAS, MAPC publicly released a Call for Artists ("Call") on or about September 28th, 2026, attached hereto as Exhibit A; and,

WHEREAS, Artist submitted a response to the Call, attached hereto as Exhibit B; and,

WHEREAS, MAPC has reviewed Artist's response and has determined that it meets all requirements set forth in the Call; and,

WHEREAS, pursuant to Massachusetts General Laws, Chapter 30B, section 2¹, MAPC may, as a public procurement, enter into a Grant Agreement with an individual to "carry out a public purpose"; and,

WHEREAS, the creation of artwork(s) developed to communicate municipal resources and engage with community members in the design process serves a public purpose.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Terms and Conditions

1. Term

The Term of this Agreement shall be for 4.5 months, and it shall expire on February 26th, 2027.

2. MAPC Covenants

MAPC hereby agrees that it will:

- A. Make payments to Artist in a total amount not to exceed \$3,000. An Initial Payment will to be made to the Artist in the amount of ½ of the total amount after execution of

¹ MGL c. 30B, §2 defines "Grant agreement", [as] "an agreement between a governmental body and an individual or nonprofit entity the purpose of which is to carry out a public purpose of support or stimulation instead of procuring supplies or services for the benefit or use of the governmental body."

- this Agreement by MAPC. Final Payment shall be made upon the completed submission and MAPC's acceptance² of Artist's completed artwork(s). Final payment shall be made within 30 days of the successful and approved submission of the Artist's completed public artwork.
- B. Provide Artist with public attribution of its completed public artwork.
 - C. Designate one primary point of contact at MAPC who will be available throughout by email, phone, and video chat to review and provide guidance on production over the course of the grant period. Draft artworks will be reviewed by MAPC and City of Malden as needed. The MAPC contact for the Artist will manage the organized and timely sharing of feedback to guide the development of artworks.
 - D. Meet with the Artist to develop a production schedule.

3. Artist Covenants

Artist hereby agrees that it will:

- A. Perform all work as an independent contractor and not as an employee of MAPC. Artist shall not be deemed to be nor shall it represent itself as an employee, partner, or joint venture of MAPC.
- B. Submit to MAPC its artwork(s) on time and within the requirements set forth in Exhibit A.
- C. Acknowledges that the City of Malden shall own the final project deliverables created specifically for the City, including templates, icons, illustrations, layouts, visual assets, and other materials developed through this project.
- D. Agrees that the City of Malden may use, reproduce, publish, modify, adapt, translate, and distribute the final deliverables for any municipal or public purpose without additional permission or compensation to the artist. The City will provide attribution to the artist whenever reasonably practicable.
- E. Retains ownership of any pre-existing work or intellectual property. The artist may display the completed project in their portfolio, website, social media, and other professional materials. Any reuse, modification, or adaptation of the final deliverables for purposes outside the City's project requires the City's prior written permission.
- F. Agrees not to resell, redistribute, or otherwise make the final project deliverables available as a separate product without the City's prior written permission.
- G. Provide the City with editable/source files for the final deliverables so the City can continue to use, update, and adapt the materials. Materials updated or modified by the City may be identified as having been updated or modified by the City, as appropriate.
- H. Affirm that they are the sole creator and owner of the submitted and approved artwork(s), and have full power and authority, unencumbered by the rights of any third party, to enter into this Agreement and to grant the rights set forth herein.
- I. Affirm the submitted and approved public art will not infringe upon any proprietary right at common law, or any statutory copyright, or trademark right, or any other right of any other third party.

² MAPC's acceptance of Artist's approved and completed public art shall be predicated upon Artist submitting a concept that meets all requirements set forth in the Call for Artists provided herein as Exhibit A.

- J. Affirm the submitted and approved artwork(s) contains no material that is unlawfully obscene, libelous, that violates the right of privacy or publicity of any person or is otherwise harmful to any third party, so as to subject MAPC to liability or is otherwise contrary to law.
- K. Adhere to the best of their ability to the production schedule co-developed with MAPC and to communicate necessary changes in the production timeline with advance notice.
- L. Fully indemnify and hold MAPC harmless from and against any and all claims, demands, costs, expenses, liabilities, causes of action and damages of every kind and character (including reasonable attorneys' fees) which may be asserted by any third party in any way related or incident to, arising out of, or in connection with the Artist's approved and completed public art.
- M. Artist will be responsible for the payment of any and all state and federal taxation with regards to received payments.

4. Production Schedule

- **October 19 – October 23, 2026:** Upon receipt of signed grant agreement from the Artist, MAPC submits a check payment request for ½ of the total amount of the total grant payment. Artist meets with MAPC and City of Malden for a kickoff meeting to discuss content, production schedule and answer questions.
- **October 23 – October 30, 2026:** Artist develops and implements community engagement activities at the Resource Fair to collect visual inspirations and graphic assets for the Resource Guide.
- **November 1– December 31, 2026:** Artist works with MAPC and the City of Malden to develop the Resource Guide and graphic assets and submit the first draft. MAPC and the City of Malden provide feedback on the draft.
- **January 1 - February 26, 2027:** Artist refines the drafted Resource Guide and graphic assets based on feedback and finalizes the deliverables. MAPC accepts the final artwork. Final grant payment paperwork is processed for artist on final acceptance.

The production schedule timeline may extend depending on the media and scope of artwork. MAPC reserves the right not to accept a final artwork not submitted by the agreed deadline or in the agreed form and to withhold final payment. The artist is not responsible for delays caused by MAPC that impact the original project development and completion timeline as outlined in the grant agreement.

5. Acceptable Formats for Finished Artworks/Deliverables

Images, including graphics, illustrations, cartoons, drawings: Acceptable in PDF, svg, tiff, jpeg, or other format as appropriate to the medium and suitable for sharing online, at a minimum of 3456 x 4608 pixels at 300 ppi. Multiple image files should be numbered in the order in which artists intend them to be viewed and might be resized per our design needs.

Live action or animated short films/videos: Acceptable video file formats (mov or mp4) must be no more than 24GB and five minutes long with minimum dimensions of 1920 pixels wide by 1080 pixels high. Videos must be viewable in QuickTime or Windows, and easily uploadable to YouTube and social media. Multiple video files should be numbered in the order in which artists

intend them to be viewed. 3456 x 4608 pixels at 300 ppi and might be resized per our design needs.

Acceptable formats for other artwork types to be agreed upon with MAPC after selection.

Finished artworks should include attribution to Artist.

6. Copyright

The City of Malden shall own the final project deliverables created specifically for the City, including templates, icons, illustrations, layouts, visual assets, and other materials developed through this project.

The City may use, reproduce, publish, modify, adapt, translate, and distribute the final deliverables for any municipal or public purpose without additional permission or compensation to the artist. The City will provide attribution to the artist whenever reasonably practicable.

The artist retains ownership of any pre-existing work or intellectual property incorporated into the project. The artist may display the completed project in their portfolio, website, social media, and other professional materials. Any reuse, modification, or adaptation of the final deliverables for purposes outside the City's project requires the City's prior written permission.

The artist agrees not to resell, redistribute, or otherwise make the final project deliverables available as a separate product without the City's prior written permission.

The artist shall provide the City with editable/source files for the final deliverables so the City can continue to use, update, and adapt the materials. Materials updated or modified by the City may be identified as having been updated or modified by the City, as appropriate.

7. Lead Artist – Grant/s Made to a Cohort of Artists

In the event that this Grant is provided to a group of artists ("cohort"), the signatory to this Grant Agreement shall serve as the Lead Artist. There can only be one Lead Artist regardless of the number of artists who are included in the cohort. The Lead Artist assumes all responsibility and liability for the acts, work product, and payment of the cohort. MAPC is not in privity with any member/s of the cohort.

8. Termination for Convenience

Either party retains the right to terminate this Agreement for Convenience and without cause and without penalty upon 10 days written notice. Upon Notice of Termination for Convenience by either party, Artist must remit to City all remaining unexpended funds from the Initial Payment.

9. Termination for Breach

In the event that either party terminates this Agreement for any breach of covenants identified herein; the parties agree to negotiate a resolution/cure of such alleged breach within 5 days of

Notice of Termination of Breach. In the event that a mutual resolution/cure of the alleged breach cannot be reached after 5 days of the date of the Notice, the parties agree to seek any and all damages in Massachusetts court of competent jurisdiction.

10. Non Assignment

This Agreement is non assignable. Artist may not assign any term, in part or in whole, of this Agreement.

11. Notices

All notices required by this Agreement shall be in writing and mailed by First Class Mail, return receipt to:

MAPC: 60 Temple Place
Boston, Massachusetts 02111
Attention: Annis Sengupta, Director of Arts & Culture
Email: asengupta@mapc.org

Artist: _____

Attention: _____

Email: _____

All notices sent to the Artist shall be to the address identified above. Failure of Artist to inform MAPC in writing of any change of address during the Term of this Agreement shall result in the identified address deemed as the last known address, and notice shall be deemed sufficient when sent to this address.

12. Amendments

Any and all amendments to this Agreement must be made in writing and signed by both parties by a person with designated authority to bind each party.

13. Severability

If any term of this Agreement is held to be illegal, void, or unenforceable by a Massachusetts court of competent jurisdiction, all other terms shall remain valid and enforceable.

14. Forum Selection and Venue

This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all legal actions commenced under this Agreement shall be in a Massachusetts court of competent jurisdiction.

15. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and it supersedes and replaces any prior written or oral agreements or representations between the parties.

IN WITNESS WHEREOF, each party hereto states that it has authority to legally bind their respective party and have executed this Grant Agreement on this, the _____ day of _____, 2026 under the pains and penalties of perjury.

For the Metropolitan Area Planning Council

For [Artist Name]:

By: _____
Print Name

By: _____
Print Name

Signature

Signature

Title

Date: _____

Date: _____