

## 200 Creators – Terms and Conditions

These terms set out the basis upon which you can submit an expression of interest in response to the open call (each a 'EOI'), the basis on which no more than fifty EOI shall be invited to attend an Ideas Lab Event and develop ideas for content based on their EOI (the 'Pitch'). Following the Ideas Lab Event, twenty creators shall be chosen by a [panel](#) to be Collaborative Creators to be involved in the 200 Creators Project for a period of one year and shall enter into an agreement with the National Gallery for their participation in the Project.

By completing an expression of interest form, you enter into a binding agreement with the National Gallery on the following terms:

1. You confirm that you are over 18, based in the UK, and that there is no legal, or other, reason to prevent you from contracting with the National Gallery, including in relation to your right to work in the UK.
2. You confirm that you are not a current employee or contractor of the National Gallery or National Gallery Global Ltd.
3. You must submit your EOI on or before 11.59pm BST on Sunday 1 October 2023, after which time EOIs shall not be accepted. EOIs can be submitted by email to [200creators@nationalgallery.org.uk](mailto:200creators@nationalgallery.org.uk).
4. If your EOI is shortlisted for the Creative Collaborator opportunity, you will be invited to attend the Ideas Lab Event on the evening of 30 October 2023 hosted by the National Gallery. The National Gallery shall contact the shortlisted applicants by email (using the email address included in the EOI no later than Monday 23 October 2023).
5. At the Ideas Lab Event, participants will be expected to engage with members of National Gallery staff, including curators, conservators, educators, scientists and researchers, throughout the event as a springboard to develop your creative Pitch.
6. The National Gallery shall pay a travel bursary of £200 for each participant to attend the Ideas Lab Event. Such monies shall be paid subject to receipt of a valid invoice. The National Gallery shall not pay any other monies in relation to the development of the Pitch, or in respect of your time.
7. Twenty successful Pitches shall be selected by the Panel by early December 2023. In respect of each successful Pitch, content will

be created in collaboration with the National Gallery for publication on social media from July 2024.

8. In addition to the 20 Creative Collaborator opportunities available, there are 180 spaces to join the 200 Creator Network. All submissions of EOIs that meet the selection criteria will automatically be considered for the 200 Creator Network and if successful, will be invited by the Gallery by email to join the network by early December 2023.
9. If you are one of the twenty successful Pitches, you will be asked to enter into a Creator Agreement ([see here](#)), or a document with substantially similar terms, with the National Gallery. This is the basis upon which this opportunity is offered, and you acknowledge and accept that the terms of the Creator Agreement are non-negotiable and that your proposal shall only be progressed on the terms of the Creator Agreement.
10. You acknowledge that your name, fame and image and any materials submitted in relation to the EOI and any Pitch may be used by the National Gallery in relation to the Project. This shall include making public such materials via the National Gallery's website and social media channels. After completion of the Project the National Gallery shall also retain such materials for its own public purposes, including in relation to future projects and its archive. You warrant, undertake and represent that you have the rights to provide all such materials for use for such purposes.
11. Following submission of the EOI you may, subject to the Gallery's prior written approval, be given access to certain digital assets to assist with the development of your Pitch (the "**Gallery IP**"), such materials are provided on a non-exclusive, non-commercial, non-sublicensable, revocable, royalty free licence to use such materials for the sole purpose of developing your own Pitch. These licences expire upon your exit from the open call (if your Pitch is not successful) or your entry into the Creator Agreement. You shall delete such materials upon the expiry or termination of such a licence (if you are successful you shall be granted license to use such materials for non-commercial purposes under the Creator Agreement). You agree that your interest in this project is bona fide and that you shall not use the Gallery IP for any other purpose.
12. You confirm that in submitting an EOI, attending the Ideas Lab Event and submitting a Pitch, you will comply with the

Gallery's reasonable instructions including without limitation instructions relating to [Safeguarding](#), [Social Media Guidelines](#), Brand Guidelines, [Data Protection](#), [Health and Safety](#), [Anti-Bribery and Fire Precautions](#)) which are drawn to your attention Creator's attention from time to time.

13. Nothing in this Agreement excludes or limits the liability of any party for death or personal injury caused by that party's negligence, fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law. Subject to the foregoing, the National Gallery's aggregate liability to you arising out of or in connection with this Agreement, whether in tort (including negligence and breach of statutory duty, howsoever arising), breach of contract or otherwise, shall in no circumstances exceed in aggregate of the monies paid by the National Gallery to you hereunder.
14. If you are entering into this agreement on behalf of a partnership or a company, you warrant and represent that you have the right to do so and that such other entity shall be bound by this agreement as well as you personally.
15. This agreement is governed by English Law and any dispute arising out of or in connection with this agreement shall be submitted to the exclusive jurisdiction of the English courts.