

activate

A Guide to Managing Community-based arts projects

Final Agreement

This Agreement is made between:

Organisation A. [Name of the organisation or group, Address, telephone number, ABN]

and

Organisation B. [Name of the organisation or group, Address, telephone number, ABN]

In relation to the management, responsibilities and operation of the [Name of the Project].

1. Purpose of the [Name of project]

1.1 The Parties agree that the overall purpose of the (Name of project) is to:
(for more information see module on aims and objectives)

2. Purpose of this Agreement

2.1 The Parties acknowledge and agree that they have entered into this Agreement:

2.1.1 to provide a framework by which the (Name of project and if applicable funds) allocated by Fairfield City Council for its operation, can be effectively managed to meet its purpose as set out above; and

2.1.2 to ensure that both parties have adequate decision-making capacity in respect of their respective investment in the (Name of project)

2.1.3 to ensure that both parties are clear on their roles and responsibilities in regards to the (Name of project)

2.1.4 to ensure that there is accountability and communication by both parties in regards to the planning and delivery of the (Name of Project)

3. Period of this Agreement

This agreement will commence on

[Include dates] (which include the production, presentation and evaluation period for) [name of the project] and will terminate, (if not terminated earlier, pursuant to the provisions of this Agreement) on completion of the [name of project] due to take place on [include Dates/Time/]

4. Principles of Partnership.

4.1 The Parties acknowledge and agree that the [name of your organization/group] will throughout this Agreement hold the position as [describe the shared arrangement ie: joint manager/lead organization] of [name of the Project]

4.2 The Parties further agree that the [name of your organization/group] will be responsible for and will carry out in a diligent and efficient manner the following obligations or responsibilities:

4.2.1 [List all responsibilities and be as specific as possible for example:

- o the day-to-day running of project
- o administration of the project
- o administration of funds
- o purchase of materials (if for artwork)
- o public relations responsibilities eg: to produce and distribute press releases, fliers and posters
- o responsibility for volunteers working on project]

4.3 In carrying out its responsibilities, as set out in clause 4.2 hereof, and otherwise, the [name of your organisation/group] will, amongst other things, ensure that:

Final Agreement

- 4.3.1** it complies with appropriate industrial relations laws and regulations whilst dealing with Project staff; and
- 4.3.2** it regularly and otherwise upon request, liaises with, consults to and updates the nominated staff person representing Fairfield City Council throughout the duration of the planning and presentation of [name of the project]; and
- 4.3.3** it meets all legal obligations associated with the implementation and management of (the project), including, without limitation, ensuring appropriate levels of insurance coverage;
- 4.3.4** it acknowledges Fairfield City Council as (detail whether a sponsor/partner etc..) on all Project event promotional material including media releases, fliers, invitations, posters and banner .
- 4.4** The Parties acknowledge and agree that Fairfield City Council, will throughout this Agreement, hold the position as [describe the shared arrangement eg: joint manager/lead of the Project].
- 4.5** The parties further agree that Fairfield City Council will be responsible for and will carry out in a diligent and efficient manner the following obligations and responsibilities:
- 4.5.1** (Outline the responsibilities)
- 4.6** In carrying out its responsibilities as set out in clause 4.5 hereof and otherwise, Fairfield City Council will, amongst other things, ensure that it meets all legal obligations associated with the implementation and management of [name of the project], including ensuring appropriate levels of insurance coverage
- 4.7** Both parties agree:
- 4.7.1** not to print or publicise the other's logo or endorsement without prior approval of the affected Party;
- 4.7.2** not to send out media releases mentioning the other Party without the prior approval of the other Party.

5. Documentation

- 5.1** Both parties agree that the Project will be documented and recorded, in the following ways [be as specific as possible, eg: monthly minutes, photographs, articles, video, posters]
- 5.2** Both parties may establish and maintain an archive describing the development of [name of project] with the principal purpose of producing it as a non-commercial reference resource.

6. Maintenance (This can be included if the project includes an artwork)

- 6.1** The Parties have further agreed that subject to its agreement, upon terms and conditions acceptable to the Parties, [Decide and put down the name of the organization/group] shall be engaged to appropriately and properly maintain the artwork that is developed as part of the [name of project]
- 6.2** Should the artwork become damaged it will be a condition of engagement that the responsibility of [Decide and put down the name of the organization/group] to conduct the repairs at its cost in consultation with the creator/s (or artists) of the work

7. Management and Decision-making

The [Name of project] will subject to the terms of this Agreement, be [describe shared arrangement eg: jointly managed]) by the [community organisation/group] and Fairfield City Council. [you can include the specifics of the community organizations/groups]

8. Funding

- 8.1** The provisions of this Agreement relate to and take effect, in respect of the following funding provisions:
- 8.1.1** (Include any grants/ name of funding body, amount,)

- 8.1.2 a cash funding allocation of (amount) and an in kind funding allocation of approximately (amount) made by Fairfield City Council in (date) for the purpose of (name of the project)
- 8.1.3 additional funding from (name/amount)
- 8.1.4 additional funds sourced or allocated by (the organization/group) for the (project)
- 8.1.5 any additional funds agreed in writing by the Parties.

9. Location

- 9.1 The [name of project] will be hosted in the [name of facility and other grounds ie parks etc..if appropriate]
- 9.2 [name of host organization] shall provide (inkind) access to this facility for the duration of the Project. (This is assuming the organization is one of the two which have made the agreement. If it is a third party, they must also sign the agreement)

10. Insurance and Indemnity

10.1 [Name of Community group/organization] will effect and maintain in its own name a Public Liability Insurance Policy with an insurance company approved by Fairfield City Council for a sum insured of not less than ten (10) million dollars per event which provides indemnity to itself, its employees, agents, contractors, representatives and volunteers for the (project) covering (list what this covers for example it can be: activities, presentations, productions, management and operation of the project) before, on and after (project dates).

10.2 Fairfield City Council will effect and maintain in its own name a Public Liability Insurance Policy or other similar public risk coverage with a sum insured of not less than ten (10) million dollars per event which provides indemnity to itself, its employees, agents, contractors, representatives and volunteers for the (project) covering list what this covers for example it can be : activities, presentations, productions, management and operation of project) before, on and after (project dates).

10.3 (Name of Community group/organization) will provide to Fairfield City Council by (date) a copy of the Certificate of Currency or other document or documents verifying details of the public risk insurance effected and maintained in compliance with clause 10.1 of this agreement by (Name of Community group/organization).

10.4 Fairfield City Council will provide to (Name of Community group/organization), upon request, a copy of the Certificate of Currency or other document or documents verifying details of the public risk insurance or similar public risk coverage effected and maintained in compliance with clause 10.2 of this agreement by Fairfield City Council.

10.5 Fairfield City Council hereby indemnifies and covenants to keep indemnified (Name of Community group/organization), its officers, employees, agents and contractors, volunteers and representatives from and against all liability for death of or injury to persons or loss of or damage to property and all actions, claims, demands, losses, damages, costs (including legal costs and expenses) whatsoever related to or arising in respect of the (name of project) and caused or substantially contributed to by the negligence of Fairfield City Council, or any act or omission of its servants, agents, contractors, employees, invitees or licensees.

10.6 (Name of Community group/organization), hereby indemnifies and covenants to keep indemnified Fairfield City Council, its officers, employees, agents, contractors and volunteers and representatives from and against all liability for death of or injury to persons or loss of or damage to property including all actions, claims, demands, losses, damages, costs (including legal costs and expenses) whatsoever, related to or arising in respect of the (name of project) and caused or substantially contributed to by the negligence of (name of community group/organization), or any act or omission of its servants, agents, contractors, employees, invitees or licensees.

11. Intellectual Property and Copyright

(If Community based workshops)

11.1 [Name of Community group/organization] will be responsible for obtaining permission from the community members that participate in workshops, for their names and contact details to be made available for the purposes of copyright and other acknowledgement.

11.2 [Name of Community group/organization] will obtain appropriate copyright protection which reserves the right for (Name of Community group/organization) and Fairfield City Council to utilise and reproduce text, video (or DVD), images and or sound developed from the Project for educational and promotional purposes for print reproduction, video

(or DVD) and electronic transmission.

11.3 (Name of Community group/organization) and Fairfield City Council acknowledge and agree that they must both fully and correctly attribute all 'creators' in the project (include the artists eg: photographers, sound artists, lighting designs, community people that designed a part of the project such as mural) , as per Australian Copyright guidelines from time to time, after they have gained written permission from the 'creators' involved.

12. Dispute Resolution

12.1 Before resorting to external dispute resolution mechanisms, the Parties must attempt to settle by negotiation any dispute in relation to this Agreement;

12.2 If a dispute is not settled by the Parties within 14 working days of one Party first sending the other Party written notice that they are in dispute, the parties may attempt to mediate the dispute with the assistance of a mediator agreed in writing. Provided that notification of costs has occurred in advance, the Parties shall pay half each of any costs for this mediation;

12.3 If the dispute is unable to be resolved by mediation within 21 days of referral of the dispute to the agreed mediator or if the Parties do not agree to proceed to mediation, either Party may commence proceedings in a court of competent jurisdiction, or by agreement in writing between the parties, submit the dispute to some alternative dispute resolution mechanism, as may be agreed in writing between the parties;

13. Termination and Reduction of the Agreement

13.1 Either Party may, by 28 days written notice served on the other party terminate this Agreement:

13.1.1 where contractual obligations of one party to the (if you have received money from funding body list name) in respect of the establishment grants noted in funding body require changes to this Agreement which are unacceptable to the other Party;

13.1.2 where the other Party has breached this Agreement and such breach has not been rectified within 14 days of service from the other party of written notice to rectify;

13.1.3 where negligence, default or omission of either Party, in respect of this Agreement, has impacted adversely on the viability of the (name of project).

13.1.4 by agreement between both Parties in writing.

13.2 This Agreement may be terminated immediately by either Party if a serious breach of this Agreement occurs. Where the breach is capable of being remedied, a Party must not exercise its right of termination under this clause, unless it has first given to the other Party notice in writing specifying the breach and requiring the other Party to remedy it within the time specified in this notice (not being less than 5 working days) and the default is not remedied within the time allowed.

I have read and am authorised to accept this Agreement

Authorised person for Organisation A.

Signature

Authorised person for Organisation B.

Signature

Date: