

# Auspicing Agreement –

## Blue Mountains Creative Arts Network (auspisor)

### Jill Smith (auspicee)

#### Background

- A. Blue Mountains Artists Company trading as Blue Mountains Creative Arts Network (BMCAN) administers funding programs for individual members across the Blue Mountains.
- B. These terms are the standard terms upon which funding may be granted under these programs administered by BMCAN.
- C. The relationship between Jill Smith and BMCAN is one of mutual respect. The parties have a shared goal to ensure the delivery of quality and effective services, to work collaboratively and constructively, in a spirit of goodwill, while acknowledging the requirement for accountable, responsible and effective expenditure of public monies.

## WHAT WE MUST DO

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### Our obligations

#### 1.1 General

- (a) We must:
  - (i) provide Funding to Jill Smith as outlined in the Auspicing Agreement; and
  - (ii) process Funding payments in a timely, transparent, effective, efficient and accountable manner.

#### 1.2 Our conduct

- (a) We agree to liaise and work collaboratively with Jill Smith to:
  - (i) improve Our knowledge base of service delivery practice and outcomes;
  - (ii) ensure effective expenditure of public monies; and
  - (iii) monitor, review and evaluate the Services that are the subject of the Auspicing Agreement.

## WHAT YOU MUST DO

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### 2. Services to be provided by Jill Smith

#### 2.1 General

- (a) You must:
    - (i) provide the Services detailed in the Itemised Budget for Artistic Direction, Schedule A, under the Auspicing Agreement;
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- (ii) comply with the terms and conditions of the Auspicing Agreement;
  - (iii) comply with any Building Better Regions Fund policies notified to Jill Smith in writing;
  - (iv) ensure that Jill Smith proceeds with events prior to 1 December 2019 and that the Milestones are met.
  - (v) promptly notify BMCAN of any relevant matters that Jill Smith reasonably think might affect Your ability to provide the service or meet Your obligations under the Agreement;
  - (vi) comply with any relevant legislation and requirements of any Commonwealth, State, Territory or local authority in relation to the Funding and the Agreement; and
  - (vii) obtain and maintain all permits, registrations and licences required to be taken out in connection with Your performance of the Services under the Agreement.
- (b) You are responsible for ensuring compliance with Your obligations under the Agreement, despite the following:
- (i) our involvement in assisting Jill Smith to perform those obligations;
  - (ii) any payment by BMCAN made to Jill Smith under the Agreement;
  - (iii) an arrangement where the Services are provided under Your auspices; or
  - (iv) the subcontracting of any part of the Events.

## **2.2 Your conduct**

- (a) You must conduct the activity in an effective and professional manner.

## **2.3 Your dispute resolution and complaints**

- (a) Any matters requiring dispute resolution will be referred to BMCAN's appointed arbitrator.

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# **3. Your general obligations**

## **3.1 Liaison with the BMCAN**

You must:

- (a) communicate with and provide information to BMCAN as We reasonably require; and
- (b) comply with all of BMCAN's reasonable requests, directions, and monitoring requirements to BMCAN's satisfaction.

## **3.2 Monitoring of the delivery of the Event**

- (a) Both parties agree to meet or make contact (electronic/telephonic/in person) for the purpose of monitoring the delivery of the Services under the terms of the Agreement.
- (b) You agree to make available all relevant information and documents required for the purpose of the Review and warrant that the information and documents disclosed to BMCAN are true and correct to the best of Your knowledge.

## **3.3 Your employees**

All personnel that Jill Smith employ/engage in any capacity are Jill Smith's responsibility. You will be responsible for payment of all wages and entitlements to Jill Smith employees/performers.

## **3.4 Notifications**

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### 3.4.1 Other funding received by Jill Smith

- (a) Where You receive other funds from either the Commonwealth Government, another State Government department or authority or any other entity providing funds for meeting the costs of the Services; or
- (b) Where You receive other funds from either the Commonwealth Government, another State Government department or authority for meeting the costs of other services or activities that are of a similar nature to the Services,

then You must notify BMCAN of the amount and purpose of the additional funds received, unless We state otherwise.

- (c) You must notify BMCAN:
  - (i) when Jill Smith become aware of any allegation of misconduct or dishonesty concerning You; or
  - (ii) when Jill Smith have reported any allegation of misconduct or dishonesty to a relevant authority.
- (d) In this clause “Allegation” means an allegation which raises a reasonable suspicion of misconduct or dishonesty of a serious nature relating to the operation of the Services including an allegation of an offence liable to imprisonment against Jill Smith or Jill Smith employees, performers, volunteers, agents or subcontractors in connection with the provision of the Services.

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## 4. Your reporting obligations

### 4.1 Required reports

You must submit to BMCAN a final financial report within one month of Jill Smith performance detailing all income and expenditure associated with the Grant.

All reports provided by Jill Smith under the Agreement must be of a standard and provided in a way reasonably acceptable to BMCAN and provided electronically.

## ABOUT THE FUNDING

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## 5. Payment of Funding

### 5.1 Mechanism for payment

- (a) We will make the Funding available to Jill Smith by instalments in accordance with the Agreement (Part B) - Specifications.
- (b) We may withhold any installment to Jill Smith if Jill Smith have not complied with any obligation under the Agreement.

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## 6. Expenditure of Funding

### 6.1 Your use of the Funding

- (a) You must use the Funding only:
  - (i) in accordance with the Funding Details and for the provision of the Itemised Budget for .....

### 6.2 Earnings

Any surplus funds will be applied to “In Kind” payments to performers.

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## **6.3 Unspent amounts**

You are to refund the unspent Funding.

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## **7. Financial accountability**

### **7.1 Your statements**

Details of expenditure as required by Building Better Regions Fund Provision of Information Requirement and a detailed Income and Expenditure Statement of the event.

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## **8 GST**

### **8.1 All GST payments are the responsibility of Jill Smith.**

- (a) The amounts of Funding specified in the Agreement – Specifications are exclusive of GST.

## **SUSPENSION, REDUCTION AND TERMINATION OF FUNDING**

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## **9 Suspension or Termination of Funding**

### **9.1 Suspension of Funding**

- (a) If, Building Better Regions Fund failed to fund the Grant for any reason. That would cancel the Agreement.

## **MATERIAL AND INFORMATION**

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## **10. Intellectual Property Rights**

### **10.1 Ownership of Intellectual Property Rights**

- (a) Intellectual Property Rights in Your Material vest in You.
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## **11. Recordkeeping**

### **11.1 Your records and files**

- (a) You must store all records and files regarding the provision of the Services in secure storage for at least seven years from the expiry or termination of the Agreement.

## **DEALING WITH RISK**

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## **12. Insurance and Indemnity**

### **12.1 You must obtain insurance**

- (a) Unless you are covered by ....., You must effect and maintain the following insurances for the term of the Agreement:
- (i) public liability insurance policy for a sum of not less than \$20 million for any one event in respect of accidental death or of accidental bodily injury to persons, or accidental damage to property, arising out of or in the course of performing the Services under the Agreement.
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# Information of Auspicing Agreement

## 1.1 Parts of the Auspicing Agreement

The following documents form the Agreement:

- (i) the Auspicing Agreement

1.2 the itemised Budget for .....

## 1.3 Term of Agreement

Date of Commencement of Agreement:

Date of Expiration of Agreement:

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## 2 General

### 2.1 Service Provider contact details

Contact Officer	Peter Shoemark
Position	Treasurer/Company Secretary
Postal address	17 Dalrymple Av, Wentworth Falls NSW 2782
Telephone number	02 4757 2257
Fax number	
E-mail address	Shoey2step@bigpond.com.au

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## 3 Service

### 3.1 Description of Service

The Service to be provided under the Agreement is the staging .....

Output	Activity

### 3.2 Funding area

Partial funding of actors and associated personnel.

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## 4 Delivery of Service

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## 5 Funding Details

Total value of Auspicing Grant \$..... less BMCAN 10% administration fee.

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## 6 Timing of Payments

Payment of the Funding will be made in advance in accordance with the table below, subject to the lodgement of all statements and reports as required by Us under the Agreement.

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Payment	Payment due
Milestone 1	
Milestone 2	

**EXECUTED as an Auspicing Agreement**

SIGNED by, **Chairman, Blue Mountains Creative Arts Network.**

x \_\_\_\_\_  
Signature

SIGNED by Jill Smith.....

x \_\_\_\_\_  
Signature

x \_\_\_\_\_  
Signature of Witness

x \_\_\_\_\_  
Date