



OVERALL PARTNERSHIP AGREEMENT FOR THE CURATORIAL COMMISSIONS PROGRAMME

Covering the period 2018 – 2022

1. The Partners

<u>Wysing Arts Centre</u>	<u>Midlands Arts Centre MAC</u>
<u>MIMA: middlesbrough institute of modern art</u>	<u>DASH</u>

2. The Aims and Objectives of the Programme

These are:

- To change the culture of the visual arts sector so it becomes more inclusive and accessible
- To change the position of Deaf and Disabled artists within the sector
- To change the lack of Deaf and Disabled people in positions of influence within the visual arts by supporting the development of Deaf and Disabled curators/directors/staff
- To develop a cohort of skilled and respected Deaf and Disabled curators who are well networked, understand how the visual arts works and how to influence the sector
- To increase the number of Deaf and Disabled Young people DYP who are participating and engaging with the Visual arts.

3. Roles and Responsibilities within the partnership

Wysing, MAC and MIMA will:

- Set up the processes to recruit and select the Curator using accessible processes
- Keep the programme timeline updated
- Commit to in house training provided by DASH (see clause 6)
- Attend twice yearly network meets (frequency of meets and locations to be agreed)
The Network meets will be where the partnership steer the programme and discuss:
 - Specific issues and solutions
 - Present reports
 - Finance update
 - Evaluation
 - AOB
- Manage their Curator on a day to day basis. The person responsible for this will:
 - Have direct financial management of their Curatorial Commission budget including payments to the Curator. The person responsible for this will be the person named in 1.
- Provide regular (4 / year) reports to DASH on the progress of the programme. The report to include:
 - Details of activities
 - Any issues and resolutions
 - Future plans

- Changes in timeline
- Finance report
- Proof of payments and invoices

DASH will be responsible:

- For working with each partner to recruit and select the Curator and ensuring that processes are accessible
- For keeping the overall timeline updated and keep all partners informed of changes
- For working with and managing the evaluator
- For organising the network meets including:
 - Arranging agreed venue and date
 - Taking minutes and distributing them
 - Creating draft agenda and amending
 - Sorting hospitality with host venue
- For organising dedicated training for each host
- For overall Financial management and will agree with each partner:
- A payment schedule
- Reporting every 3 months to ACE on the progress of the 3 commissions
- Contact details at DASH:
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The Agreement also endorses the following:

- That this is a partnership in which the partners agree to support each other in the delivery of all aspects of the Project/Collaboration
- The partners agree to work in the best interest of the participants in the programme
- The partners agree to share best practice within the partnership
- The partners will work together with mutual respect
- The partners recognise their responsibilities to each other – a failure or significant error by one Partner reflects upon and may affect the other partners and the wider programme as a whole
- The partnership will be based upon the Social Model of Disability and will be committed to using accessible processes wherever possible

4. Finances

- The partners approve an overall budget of This breaks down to /partner
- The budget includes (figures are for each partner):
 - DASH Funding - Fee inclusive of all costs including exhibition and curator's costs and expenses
 - DASH Funding - Audience Finder data collection (DASH holds this fund)
 - DASH Funding - Disabled Young People DYP Audience and participation up to (DASH holds this fund and is paid to each partner on agreement between the partner and DASH on how this fund will be spent)
 - Partner Funding - Advertising/interviews/marketing
 - Partner Funding - Evaluation
 - Partner Funding - Access costs
- If required, each partner will support (with DASH) their Curator to fundraise extra funds for the programme
- If any unbudgeted expense is incurred the partner organisation will be expected to cover these costs in the first instance.
- **EVALUATOR:** There will be one evaluator who will be paid in total to evaluate the whole programme. DASH will invoice the 3 partners for the evaluators fee in 2 payments
 - Payment 1 paid on2019 by each partner to DASH
 - Payment 2 £0 paid on 2020 by each partner to DASH
- **Payment Schedule:**
 - Each of the partners will be paid the above total sum) in 3 payments of:
 - Payment 1 paid when the Curator starts
 - Payment 2 paid after 6 months into the residency

- Payment 3 paid on successful completion of the residency
by bank transfer on receipt of invoices

- DASH will be responsible for holding the funds and maintaining records of Project expenditure. DASH will report to the partnership
- All partners shall retain for audit purposes, all files, documents and data about the part of the programme for which it is responsible for a minimum of 6 years after the programme is completed
- All Partners must acknowledge that programme funds cannot be used to cover the cost of VAT where the partner is VAT registered and can recover all or some of the VAT

5. Management

- DASH will have overall management of the programme with each partner responsible for their individual commission.
- All partners are responsible for the success of the overall programme
- Partners roles and responsibilities are stated in section 3 (roles and responsibilities)

6. Training

- Each partner agrees to undertake training as part of their commission. DASH will provide dedicated training sessions in Disability Equality, Accessible marketing and Audio description.
- The cost for the training will be covered by each host partner

7. Administration

- All partners must attend network meetings throughout the duration of the programme. The Partnership will decide when the network closes.
- If a partner's commission finishes before the end of the programme they will still be expected to attend network meets to support the overall programme, plan a closing event/symposium for the programme and be a part of planning the legacy of the programme
- Each partner is committed to providing information that is required to draw up progress reports and other specific documents required by the Arts Council.

8. Ownership and Rights

- The results of the joint activities covered by this agreement concerning reports, documents, studies, electronic data and other products, be they disseminated free of charge or commercially, are the property of DASH

9. Communications and sharing success

- The partners will work collaboratively to jointly communicate and publicise the outcomes of the partnership acknowledging any funders' or stakeholder' requirements
- The partners must ensure that all participants are aware of the support of the funders. The partners will comply with the stipulations as set out by the funders or stakeholders in terms of publicity requirements and will display logos as required on any materials relating to the programme; they will also ensure that this is done by any of their contractors. Partners will make available to each other all relevant logos and emblems and will provide guidance on their use.
- The partners will present all partner, funder and sponsor logos, credits and straplines on all media materials in the agreed hierarchy and configuration and at the agreed minimum size for the media.
- The Partner Organisation agrees to always include the DASH logo and the following credit wherever the Commission, Programme, Artwork or Event is promoted: (TBC)
- DASH will create a lock up of logos and a strapline to be agreed by all partners
- The partners will use the agreed branding for all programme media and materials
- Where possible, all marketing materials must be available in accessible formats
- All documentation of the programme will be shared between partners
- Media and Social media. There will be a separate agreement concerning Social Media as part of the Marketing and Communications strategy for the programme.

10. Evaluation, Documentation and Data sharing

- Each partner will work with the evaluator to create the evaluation framework for the programme
- Each partner will be available for external evaluation as required
- Each partner will ensure that their 'curator' will be available for external evaluation as required
- The partners will agree to work together to maximise attendances and audiences. To this end, each agrees to comply with the 1998 Data Protection Act and the Privacy and General Data Protection Regulation 2018, in terms of notifying customers about who is collecting their data and obtaining permission separately for the touring company and the presenting venue to be able to contact them."
- Specifically, for capturing e-mail addresses, all customers will be asked to "opt-in" and give informed consent for their personal details to be kept and used by "Disability Arts in Shropshire - DASH" and (MAC/MIMA/Wysing) so that they can be kept informed about future events and activities by both. Where existing customers have not previously been asked or given such informed consent, the opportunity will be taken to seek their informed consent. Whenever, these customers are e-mailed, the message will start with the offer of an opt-out "unsubscribe", at the top of the message.

- All partners will agree to share data gathered through Audience Finder surveys and ShowStats (where applicable) for the duration of the curatorial commissions.

11. Agreement changes

- All partners must promptly inform the partners with details about events that could jeopardise the implementation of the agreement
- All partners should inform the partners of staff changes that will affect responsibilities and contacts
- This partnership agreement cannot be altered or varied except through written amendments agreed and signed by all the partners.

12. Disputes

- Should an issue arise between a partner or partners or a partner is not fulfilling their obligations, there will be a 3 stage mediation process:
 1. The partner/partners will be asked to present their issue(s) at the next partnership meeting, where the partnership will attempt to resolve the issue. If the issue needs to be resolved quickly an emergency partnership will be called.
 2. If the partnership is unable to resolve the issue a mediation meeting will be arranged with 3 members of the partnership.
 3. If this fails to resolve the issue the partner's) may be asked to leave the partnership and refund any unspent funds.

13. Duration of the Agreement

- This partnership agreement will begin on the date it is signed by all the partners and end on **31.3.21** unless extended by mutual agreement.
- The programme is expected to take 3 years to deliver. Any changes need to be agreed by the partners
- Following the termination of the agreement, all partners must comply with the obligations set out by the Arts Council concerning the keeping and filing of documents
- This partnership agreement sets out the manner in which the Partners intend to collaborate to ensure the delivery of the agreement

14. Declaration

Signed for and on behalf of DASH

Date

Signed for and on behalf of Wysing

Date