

Date 2018

Principal
School Name
School Address

Dear Principal's name,

Re: Memorandum of Agreement

I write to confirm our agreement for your presentation of the Peace Rules Project at the Norwood Concert Hall Finals as part of the Graham F Smith Peace Foundation's (hereinafter known as The Peace Foundation) Education program to promote peace.

This letter, along with the attached Terms and Conditions and Schedule B form the Memorandum of Agreement between the school (as defined below) and The Peace Foundation ABN 26 045 549 708 and should be read carefully. If you are in agreement with the terms and conditions as set out below and attached, please sign and date both copies of this Agreement and return them to The Peace Foundation representative. A countersigned copy will be forwarded for your records in due course.

SCHEDULE A

Name of Project	Peace Rules Project
Name of Facilitator:	Graham F Smith Peace Foundation Inc. (Hereafter known as 'The Peace Foundation')
Name of School:	TBD
Date of Presentation/s:	Thursday 27 th September
Venue:	Norwood Concert Hall
Duration:	Rehearsals TBA Showcase: 7 to 9 pm
Fee:	\$50.00 cost per school per entry

School's Tax File number:

Transfer entry \$ to Peace Rules Project:

Bank SA BSB: 105-027

Account Name: Graham F Smith Peace Foundation Inc.

Account No: 130533240

SCHEDULE A continued

SCHEDULE OF SESSION/S (“The Performance(s)”)

Name of Project	Peace Rules
Date of application/s submitted:	Friday September 7 th
Date of presentation/s:	Thursday 27 th September
Venue:	Norwood Concert Hall
Duration:	Rehearsals TBA Showcase: 7 to 9 pm

*Please note times may vary slightly

I hereby agree to the terms and conditions of this Agreement, as outlined above:

SIGNED for and on behalf of the
(name) **School's** entry

SIGNED for and on behalf of **THE**
Graham F Smith Peace Foundation

.....
PRINCIPAL

.....
BOARD MEMBER

.....
SUPERVISING TEACHER

.....
WITNESS

.....
WITNESS

.....
DATE

.....
DATE

TERMS AND CONDITIONS

1. Engagement

Subject to the terms and conditions below, hereby engages the school to present a work on the project Peace Rules for school groups as part of The Peace Foundation's *Education programme (including SACE and Australian curriculum courses)* according to the project schedule in Schedule A.
Only students who have signed the form for permission for Images to be used will be photographed.

THE PEACE FOUNDATION'S RESPONSIBILITIES

2. Payment of Fee

- (a) In consideration of the facilitation of the project by C, the participant school will pay the entry Fee referred in Schedule A inclusive of GST. Payment will be effected by a school cheque or transference of funds within 7 days following the entry acceptance to The Peace Foundation's satisfaction. (Account details are provided)
- (b) The school shall not make claims for any additional fees, superannuation contributions or any other payments whatsoever, other than those specified in 2(a) of this Agreement.

3. Publicity/Merchandise

- (a) The Peace Foundation shall be responsible for and shall arrange publicity, programs, bills and advertising associated with the project. The extent and nature of publicity, programs, bills and advertising shall be at the discretion of the Foundation. The content of marketing materials shall be at The Peace Foundation's discretion.

4. Box Office

The Peace Foundation shall receive all box office monies associated with the project via Trybooking.

5. Marketing and Publicity

The Peace Foundation shall be responsible for marketing and the school shall provide all base marketing materials at no charge to the Foundation. Base marketing materials may include but are not limited to; Photographs; Electronic Artwork; Disks of Logos; Video Footage; CD's; Schools History; Posters; Flyers; Programmes.

6. Media Calls

In further consideration of the participants they shall be available at reasonable times and upon reasonable notice for all media interviews required by The Peace Foundation for publicity and promotional purposes and sponsorship events, in a manner consistent with the school's education policy.

7. Theatre Costs

The Peace Foundation shall:

- 1.) Provide and bear the cost of the venue, including electricity and such sundry theatre charges, for the bump-in and rehearsals.
- 2.) Provide and bear the cost of all Front-of-House staff and production staff for the project relating to the venue.
- 3.) Provide and bear the cost of the technical venue equipment for the project whilst at the venue as described in Schedule B. Any technical requirements needed to present the work specific to the participant's entry will be met by the school.

8. Accreditation

The Peace Foundation shall be entitled to a presentation credit above the title of the project in the program, in major print media advertising and on all ticket stock. The credit shall be in the following form:

Graham F Smith Peace Foundation
Peace Rules Project

9. Complimentary Tickets

n/a

10. The Peace Foundation Discretion

The Foundation may make any decision and give any direction it considers necessary to ensure the safety, security and reputation of The Peace Foundation and its venues, staff or any other person or thing. The school shall comply with any direction issued in relation to this clause and releases The Peace Foundation against any claims whatsoever in relation to decisions or direction made under this clause.

THE SCHOOL’S RESPONSIBILITIES

11. Licence and Royalties

- (a) The School warrants that all necessary rights, consents and licences have been obtained for the project and that the project does not violate or infringe upon the copyright, right of privacy or any other right of any third party and that The Peace Foundation is indemnified by the school against any claims arising out of any breach of such right/s in any element of the project. The school shall advise The Peace Foundation of any recorded copyrighted music that shall be used in the project.
- (b) The school shall be responsible for payment of any royalties on the project and hereby indemnifies The Peace Foundation against any claims by any copyright holder or any other person for royalties relating to the project.

12. Recording and Reproduction

Notwithstanding anything hereinbefore contained and in consideration of the Fee, the school agrees: -

- (a) to the recording, broadcasting, televising, reproducing, transmitting, playing or showing of by any medium performance of the project (“The Peace Foundation’s Reproduction”) by the school provided:
 - i) such use is for the purposes of promoting the project, The Foundation or for the archival purposes of The Peace Foundation, and
- (b) to the photographing of performance of the Project by the school for the purposes of promotion of the project, The Foundation for the archival purposes of The Peace Foundation.

All other television and radio rights shall remain with the school.

13. Insurance

The school shall effect and maintain at its cost with a reputable insurance company all insurance which a responsible and prudent person would consider appropriate in relation to the services outlined in respect of the project, including (but not limited to) all personal medical insurances for the school's personnel, public liability insurance and other insurances required for the school’s properties, equipment and effects. The cost for such insurance shall be paid by the school.

14. Occupational Health, Safety and Welfare & Noise Control

The school agrees that it will, and will ensure that its personnel, abide by the obligations of the South Australian Occupational Health, Safety and Welfare Act 1986 and will follow and abide by such additional occupational health and safety, and noise control instructions and policies issued by The Peace Foundation from time to time.

15. Damage to Venue

The school is responsible for and must pay for any costs, expenses or liabilities arising from any damage to the Venue and its contents and equipment caused by the school or any employee, agent, contractor or invitee of the school (including members of the performing group).

OPERATION OF AGREEMENT

16. Injury and Damage

The Peace Foundation will not be responsible to pay the school compensation in respect of:

- (a) bodily injury (which expression includes death or illness)
- (b) damage to property (which expression includes loss of property) unless such bodily injury or damage to property occurs as the result of a negligent act on the part of The Peace Foundation.

17. Illness

If at any time during the currency of this Agreement the school alleges incapacity through illness, the school shall provide The Peace Foundation with satisfactory evidence stating such incapacity and the nature of the illness causing the same and suspension or cancellation of the performance. Upon the presentation and acceptance of that evidence, The Peace Foundation will accept and bear all venue related costs associated with the suspension of the project as a result of incapacity through illness. If the project is suspended or cancelled as a result of the incapacity through illness, the school shall not be entitled to any payment and the school shall not make any claim or demand against The Peace Foundation for any matter or thing arising out of such suspension.

18. Suspension or Cancellation of Workshop/s

- (a) The Peace Foundation shall be at liberty to suspend or cancel the project should the theatre, any other property or equipment owned, operated or controlled by The Peace Foundation be deemed unfit for use.
- (b) The school shall not be entitled to any payment in respect of the suspension or cancellation of the project except for that in Clause 18(b). The school shall make no further claim or demand against The Peace Foundation in respect of suspension or cancellation.
- (c) Should the school cancel the project all monies already paid under this agreement shall be forwarded back to The Peace Foundation.

19. Indemnity

- (a) The Peace Foundation shall indemnify the Company from and against any claim, action, suit, damage, cost, loss, expense or liability of any kind however suffered or incurred in respect of any loss of life, personal injury, loss or damage to property or other loss whatsoever arising as a result of
 - i) any breach of this agreement by The Peace Foundation;
 - ii) any breach of the law by The Peace Foundation; or
 - iii) any negligent or wrongful act or omission of The Peace Foundation occurring in connection with the workshop of The Peace Foundation's obligations pursuant to this agreement;except to the extent that such loss of life, injury loss of or damage to property, or other loss is caused or contributed to by the negligent or wrongful act or omission of the school.
- (b) The school shall indemnify The Peace Foundation from and against any claim, action, suit damage, cost, loss, expense or liability of any kind however suffered or incurred in respect of any loss of life, personal injury, loss or damage to property or other loss whatsoever arising as a result of
 - i) any breach of this agreement by the school;
 - ii) any breach of the law by the school; or
 - iii) any negligent or wrongful act or omission of the school occurring in connection with the project of the school's obligations pursuant to this agreement;

except to the extent that such loss of life, injury, loss of or damage to property, or other loss is caused or contributed to by the negligent or wrongful act or omission of The Peace Foundation.

20. Nature of Relationship

- (a) The parties agree that the school is an independent contractor and not an employee of The Peace Foundation and as an independent contractor the school has no entitlement to any benefits, payments or allowances (including, but not limited to, annual leave, sick leave, long service leave or any other leave and workers compensation) to which the school might otherwise have been entitled if the school was an employee and not an independent contractor to the intent and with the effect that the benefits, payments and other allowances prescribed to the school pursuant to this Agreement comprise the entirety of the school's entitlements to the exclusion of all others.
- (b) The school shall not represent itself, and shall ensure that their employees do not represent themselves, as being employees or agents of, or in partnership with, The Peace Foundation.

21. Interpretation/Dispute

- (a) In the interpretation of this Agreement words importing the masculine, feminine or neuter gender shall be deemed and taken to include the other genders, and the singular to include plural, and the plural the singular, unless the contrary as to gender or number is expressly provided.
- (b) For the purpose of this Agreement it is agreed that any provisions or arrangements made between The Foundation and the school after the execution of this Agreement and set down in writing and signed by or on behalf of The Foundation and the school shall become part of this Agreement.
- (c) All attached riders, addenda, schedules and specifications are to be considered an integral part of the Agreement and are to be adhered to accordingly.
- (d) This agreement shall not constitute a partnership between the parties hereto or render them liable to or for the debts of the other.
- (e) This Agreement shall be construed in accordance with the laws of the State of South Australia and shall be deemed to have been made in South Australia and any dispute arising hereunder or in any way relating to this Agreement or its performance shall be justiciable in the Courts of the State of South Australia.
- (f) Headings are for reference purposes only and shall not affect the interpretation of this agreement.

22. Confidentiality

The school and The Peace Foundation shall not during or after the term of this Agreement disclose the terms of this Agreement to any other person or persons (except to their accountants and/or legal advisers) whether directly or indirectly except as and when required by law or in the case of The Peace Foundation in accordance with its responsibilities as a not-for-profit authority.

23. Assignment

The school must not assign or charge this Agreement or any licence or authority granted under this Agreement except with the prior written consent of The Foundation.

24. Entire Agreement

This agreement is the whole agreement between the parties about the subject matter of this agreement. This agreement supersedes any prior agreements or obligations between the parties about the same subject matter.

SCHEDULE B
TECHNICAL REQUIREMENTS SCHEDULE

Technical requirements: **Presentation of a student work in film, multi-modal or other performing arts genres by Friday September 7th 2018 for the Peace Rules Project with a final showcase of finalists held on Thursday 27th September 2018.**

The Peace Foundation to supply :

1. The Venue
2. Resources pertaining to the Peace Foundation mission statements
3. Information sheets relating to the project embedded in the SACE and Australian curricula
4. Teacher's initial workshop to explain the procedures of the project

The school to supply:

1. All technical and production elements required for the school's entry or entries
2. A digital recording of the school's entry to be assessed by a judging panel
3. Forms completed and signed by participants as required by The Peace Foundation