

National Youth Week Launch PRODUCTION AGREEMENT

Dated **NEEDS TO BE FILLED IN FOR EACH ARTIST & ACT ENGAGED.**

THIS AGREEMENT IS MADE BETWEEN

BRISBANE CITY COUNCIL a body corporate created by and under the City of Brisbane Act 1924 of 266 George Street, Brisbane in the State of Queensland ("the Council")

AND

NEEDS TO BE FILLED IN FOR EACH ARTIST & ACT ENGAGED.

WHEREAS:

- A. Council through Community Services Branch (Inclusive Communities) wishes to stage the "National Youth Week Launch" ("the Activity") as part of **National Youth Week 2011**; and
- B. Council engages the Producer to deliver a portion of the Activity on the terms and conditions set out in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

In this Agreement unless the context otherwise requires or the contrary intention appears:-

(a) the following terms shall have the meanings respectively assigned to them-

- "Agreement" means this document and any Schedules to this document;
- "Assignment" means the work duties and role specified in the Schedule to be carried out by the Contractor and as varied by agreement from time to time;
- "Commencement Date" means the date specified in the Schedule;
- "Fee" means the amount specified in the Schedule as varied from time to time in the manner specified in the Schedule;
- "Term" means the period specified in the Schedule subject to the terms and conditions of this Agreement and includes any agreed extension of such period;

(b) the singular includes the plural and vice versa.

(c) words importing one gender shall include a reference to all other genders.

1. In the case of any inconsistency between any Schedules hereto and a clause contained in this document, the provisions of the clause shall prevail to the extent of any inconsistency.

2. ENGAGEMENT

The Council engages the Producer to perform the Assignment as set out in the Schedule (Attached)

3. TERM

The Producer shall commence the Assignment on the Commencement Date and shall continue thereafter for the Term or such further period as may be agreed subject to the terms and conditions of this Agreement.

4. DUTIES OF THE PRODUCER

- (a) The Producer shall, during the Term of the Assignment, devote such of his time, attention and abilities to the Assignment as may be necessary for it to be satisfactorily carried out;
- (b) In the performance of such duties the Producer shall comply with all requests and directions of the Council including, but not limited to complying with all local or internal policies and regulations operated by or affecting the Council.
- (c) All work carried out under the Assignment should meet workplace health and safety and public safety standards and should not conflict with acceptable community standards of public behaviour. The Producer should not carry out any actions that would bring the Brisbane City Council, The Lord Mayor of Brisbane or Councillors into disrepute.

5. FEES

- (a) The Council has agreed that a Fee as set out in *item 10* of the Schedule be paid to the Producer for engaging in the Assignment;
- (b) Payment of the Fee will be made to the Producer subject to *clause 7*.
- (c) Payment of the Fee will be made by Council:
 - 1. Upon the Producer submitting an invoice which clearly identifies the Activity to which the payment relates and the basis upon which the invoice is submitted (eg. initial payment; progress payment); and
 - 2. Within 30 days after receipt of the invoice and upon certification by the officer managing this Agreement that it is appropriate to make such payment. If required by Council, the Producer must submit sufficient evidence to verify the work claimed to be carried out in an invoice.

6. COPYRIGHT

The copyright in any work produced for or exhibited as a part of the Activity remains the property of the Producer.

The copyright in any report, documentation (including photographs and video) or information on whatever media, prepared by the Producer or under their direction pursuant to this Agreement shall be the property of the Council notwithstanding termination of this Agreement unless otherwise expressly agreed in writing by the Council.

7. TERMINATION

If the Producer:

- (a) fails to observe or perform any of the duties or obligations pursuant to this Agreement;
- (b) assigns this Agreement or any of its benefits or purports to assign, sub-contract or otherwise divest itself of any of its obligations under this Agreement;
- (c) enters into any arrangement or proceedings for the purposes of insolvency, administration or is placed under official management; or

(d) abandons or refuses to proceed with the Assignment after commencement thereof;
the Council may terminate this Agreement immediately upon giving written notice to the Producer.
Termination of this Agreement as provided for in this clause 8 shall be without prejudice to such other rights as the Council may have against the Producer.

8. NOTICES

(a) Notices under this Agreement may be delivered by hand, by mail, by email or by facsimile to addresses of the parties specified in or notified pursuant to this Agreement.

(b) Notice will be deemed given -

- i) when delivered by hand;
- ii) in the case of posting, three days after dispatch; or
- iii) in the case of facsimile or email, upon proof of completion of transmission.

9. PUBLIC LIABILITY INSURANCE

(a) **The National Youth Week Launch Event 2011** Activities will be covered under Brisbane City Council public liability insurance for accident, claim or activity including property damage, public risk and injury that results from the Activity.

10. DISPUTES

Any dispute arising in connection with this Agreement which cannot be settled by negotiation between the parties or their representatives shall be submitted to arbitration in accordance with the Rules for the conduct of Commercial Arbitration for the time being of the Institute of Arbitrators, Australia. During such arbitration, both parties may be represented by a duly qualified legal practitioner.

The parties have executed this Agreement on the dates appearing below.

Signed for and on behalf of the Council

_____ this ____ day of _____ 2010

Signed by the Producer

_____ this ____ day of _____ 2010

Print Name:

SCHEDULE FOR CONTRACT SERVICES BETWEEN

BRISBANE CITY COUNCIL

Item 1: Details of Council:

Brisbane City Council

GPO Box 1434

BRISBANE 4001

Item 2: Council's Representative:

Name: Lisa Lennon

Community Services Branch (Inclusive Communities)

Telephone: 07 3403 0136

Fax: 07 3403 0186

Item 3: Council Contact:

As Above

Item 4: Details of Producer:

Name: PLEASE FILL THIS IN

Telephone: PLEASE FILL THIS IN

ABN: PLEASE FILL THIS IN

Item 5: Assignment:

- NEEDS TO BE FILLED IN FOR EACH ARTIST & ACT ENGAGED.

Item 6: The Venue:

- NEEDS TO BE FILLED IN FOR EACH ARTIST & ACT ENGAGED.

Item 7: Dates/Times:

Friday April 1st 2011.

Item 8: Tasks:

- NEEDS TO BE FILLED IN FOR EACH ARTIST & ACT ENGAGED.

Item 9: Commencement date and terms:

The contract period shall be Friday April 1st 2011.

Item 10: Fee:

N/A

Item 11: Manner of Payment:

Council payment terms are 30 days from receipt of a correctly completed invoice

No monies shall be paid to the Producer until the Council has received an invoice in accordance with this clause. Invoices forwarded by the Producer must –

- (a) Identify the Name and Address of the Producer, Invoice number, and ABN. If the Producer is registered for the GST an appropriate Tax Invoice must be supplied; and
- (b) Provide sufficient detail of expenses (if any) for which reimbursement is requested as the Council requires (which may include receipts).

Please see attached instructions regards the Council's invoicing procedures.

The terms of this schedule are noted and agreed:

Signature of Producer _____

Date _____