



## ARTBACK NT: AUSPICE POLICY

Updated: September 2012

### AUSPICE ROLE

**Artback NT** is the Northern Territory's visual and performing arts touring agency. However in addition to this principal function, Artback NT also plays an important role in auspicings grants for both individual performers and groups and providing arts infrastructure support in its role of advocacy and support for the development of visual and performing arts touring. In receiving and distributing monies on behalf of others **Artback NT** is acting as an auspicings body.

**Artback NT** sees the provision of this service to be appropriate to the organisation's role. This policy statement outlines the basis on which the organisation is prepared to enter into an auspicings relationship.

### ADMINISTRATION CHARGES

**Artback NT** charges a minimum of 10% as an administration fee. Any change to this amount is at the discretion of the Executive Officer. Both Artback NT and the applicant must agree to the auspicings fee at the time of signing this contract.

### RECIPIENT of FUNDING

**The recipient** must agree to placing the Artback NT logo on all promotional material.

**The recipient** must provide a provisional schedule of payments to Artback NT prior to the commencement of the project.

**The recipient** must take responsibility for all variations to the funding body. However, Artback NT is happy to work with the recipient on these variations. **The recipient** must inform Artback NT whether the variation is approved / not approved and provide a copy of the advice to Artback NT.

### PAYMENTS

#### Artback NT

- undertakes to comply with all the conditions of the Grant outlined in the Grant Agreement
- will only make payments from grant monies, which are directly reflected in the approved budgets
- requires that major changes to budgets be referred to the funding body for approval of variation before payments are made
- will only make payments on the presentation of satisfactorily authorised invoices for goods and services
- will only make payments by electronic funds transfer or bpay



- takes no financial responsibility other than for the amount granted
- will provide a financial report on the grant expenditure of the project at its conclusion, and will make financial reports available whenever required within the timeline of the project
- will provide a financial acquittal within a timely manner and within compliance of the conditions of the grant
- Artback NT is audited annually. If required, an audited financial report will be supplied upon request.

## **ACQUITTAL**

At the conclusion of the activity for which the sponsorship is made, **the recipient** must:

- submit artistic or other acquittals to Artback NT within one month of the completion of the activity for which the agreement was arranged
- the acquittal must contain copies of all relevant promotional material;
- the acquittal supplied by the recipient body to Artback NT must assess the value of the activity for which the grant was made in terms of the fulfilment of its aims and objectives, achievements, difficulties and other criteria as requested in the acquittal report
- the acquittal must detail the organisation's compliance with any general and specific conditions attached to the funding. Should any auspiced body fail to comply with any condition attached to a funding agreement, further auspice applications will not be considered by Artback NT.

## **DISPUTE**

If a disagreement arises between the parties, the parties agree to the following:

- the complainant must first tell the other party about the dispute in writing
- neither party will start any litigation or arbitration in relation to the dispute until the dispute clause is followed
- both parties must arrange for representatives to meet within 14 calendar days and take all reasonable steps to try and resolve it
- If the dispute is not resolved, the parties agree to submit the dispute to a mediator locally or to the Arts Law Centre for a mediation process which all parties agree to
- If the parties are unable to resolve their dispute within 7 days of commencing mediation, or at a later time they agree to within mediation, they may refer the matter to arbitration or commence litigation



# Artback NT

- The parties must continue to perform their respective obligations under this agreement even if they disagree.

## GENERAL

- This agreement may only be changed in writing if signed by all parties; and
- Nothing in this agreement transfers or excludes any applicable cultural rights in favour of Australian Indigenous people that may be implemented under Australian law.

## DECLARATION

I have read the above policy and agree to the operation of our auspice relationship based on the principles stated in the policy.

.....  
on behalf of **Artback NT**

PRINT NAME

DATE

.....  
on behalf of the **Project**

PRINT NAME

DATE