

[Date]

[Name]

[Title]

[Agency]

[Address]

Dear [Name]

Feasibility Agreement for Joint Development of Exhibition

This letter sets out the terms on which [names of the parties] agree to work together to explore the feasibility of developing a joint exhibition ("**Feasibility Studies**").

1. The Parties

The parties to this Agreement are:

[FULL CORPORATE NAME OF PARTY 1]

[FULL CORPORATE NAME OF PARTY 2]

[FULL CORPORATE NAME OF PARTY 3]

2. The Purpose

2.1 The purpose of this Agreement is to explore the feasibility of developing an exhibition on the subject of [*insert subject or as described in the attachment to this Agreement*] (the "**Exhibition**").

2.2 This Agreement does not commit any of the parties to presenting the Exhibition. At the end of the feasibility process outlined in this document (the "**Feasibility Study**"), each party will have the right, but not the obligation, to enter a separate agreement between those institutions that commit to presenting the Exhibition.

3. Obligations of each party

3.1 By signing this document, each party agrees that it will participate fully, and in good faith, in the Feasibility Study including (without limitation);

- (a) providing financial contributions as and when required;
- (b) providing suitably qualified officers or staff to participate in the activities contemplated by this Agreement;
- (c) attending meetings;

- (d) complying with any decisions validly made; and
- (e) informing all other parties as soon as it becomes aware of any potential or actual circumstances that may or will prevent it from performing its obligations;
- (f) ensuring that any information that it supplies to the other parties is accurate and promptly correcting any errors or mistakes in such information; and
- (g) acting in the best interests of all the other parties and the Feasibility Study.

4. Establishment of a Steering Committee

4.1 As soon as practicable, but in any case no later than [1] week after the signing of this Agreement, the Parties will develop a steering committee comprised of a [director/nominee of the director] from each party (the "**Steering Committee**").

4.2 The Steering Committee will meet either in person or remotely on an as-needs basis, but in any case, at least (monthly/quarterly) The Steering Committee will be responsible for making decisions in relation to:

- (a) spending of the Feasibility Budget referred to in clause 7;
- (b) the scope of the project;
- (c) the budget for the Exhibition;
- (d) logistics for sharing responsibilities in relation to the Exhibition;
- (e) the dispute resolution process for the direction and content of the Exhibition; and
- (f) [##].

4.3 Unless otherwise stated in this Agreement, decisions of the Steering Committee will be made by [*unanimous*] agreement and each party agrees that once made, those the decisions are binding on it.

5. Establishment of a Project Team

5.1 As soon as practicable after the date of this Agreement, the parties will establish a project team comprised of one senior staff member from each party (the "**Curatorial Team**").

5.2 The project Team will be responsible for developing ideas and concepts for an Exhibition and providing recommendations to the Steering Committee based on those ideas or concepts. The Steering Committee is not obliged to accept the recommendations of the Project Committee.

6. Contribution to the Feasibility Budget

- 6.1 Each party agrees that it will contribute AUD \$[insert] (inclusive of GST) towards the budget for undertaking the activities contemplated by this Agreement (the "**Feasibility Budget**"). If the Steering Committee agrees, additional financial contributions will be made by the parties to the Feasibility Budget in the amounts and on the terms agreed by the Steering Committee.
- 6.2 The contributions in clause 6.1 will be paid to [name of party or account]. [Name] will operate the account and:

- (a) make payments from such funds in accordance with the decisions of the Steering Committee;
- (b) keep true and accurate books and records of account and provide those records to the Steering Committee or on the request of any party.

7. Publicity

- 7.1 No party may make any public announcement or statement or publish or release any information in relation to the activities undertaken under this document without the prior written approval of all the other parties.

8. Confidentiality

- 8.1 When you receive information from another party marked or notified as confidential information (the "**Confidential Information**"), you must:

- (a) keep the Confidential Information confidential;
- (b) not use, disclose or reproduce the Confidential Information for any purpose other than the purposes of this Agreement; and
- (c) not, without the disclosing party's consent, disclose the Confidential Information to any person other than its officers, employees or agents who needs to know the Confidential Information for the purposes of this Agreement and who have agreed to keep the Confidential Information confidential on terms similar to this clause.

- 8.2 You are not bound by clause 8.1 in relation to Confidential Information which:

- (a) becomes generally available to the public without a breach by the receiving party of clause 9.1;
- (b) the receiving party can prove by contemporaneous written documentation was already known to the receiving party at the time of disclosure pursuant to this Agreement (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality);

- (c) has been independently acquired from a source other than the disclosing party; or
- (d) the receiving party is required to disclose by law.

A receiving party seeking to rely upon any exclusion set out above has the onus of proving that such exclusion applies to the Confidential Information.

9. Warranties

9.1 By signing this Agreement, you are warranting that:

- (a) You have the authority to bind your organisation to this Agreement;
- (b) Your organisation will be able to perform its obligations under this Agreement; and
- (c) Any person that represents your organisation on the Steering Committee will have the authority to make decisions on behalf of your organisation.

10. Disputes, Withdrawal & Abandonment

- 10.1 In the event of a dispute between the parties, the parties will negotiate their differences in good faith and if there is an odd number of parties, the dispute will be resolved by a majority decision of the Steering Committee. If there is an even number of parties the dispute will be settled by *(not/ the Director of the party responsible for initiating the Feasibility Study)*
- 10.2 If a party decides to withdraw from the Feasibility Study, it has no right to recover any of its contributions to the Feasibility Budget whether those contributions have been spent or not.
- 10.3 If the Feasibility Study is abandoned by all of the parties, any money remaining unspent after the payment of all expenses, shall be returned to the parties in the same proportions as it was contributed.

11. Relationship between the parties

- 11.1 The parties are independent contractors and nothing in this Agreement constitutes a relationship of employment, agency, joint venture or partnership between them.

12. No assignment or transfer allowed

- 12.1 A party may not assign, transfer or novate any rights or obligations under this Agreement without the prior written consent of all the other parties. Such consent shall not be unreasonably withheld.

13.Amendment

13.1 This Agreement may only be amended or varied in writing signed by all parties.

14. Counterparts

14.1 This Agreement may be executed in counterparts and all of those counterparts taken together constitute one instrument.

If you agree with the terms set out above, please sign where provided on the next page. After this Agreement has been signed, any of the parties can ask for a more comprehensive long form agreement. This will contain the essential terms set out above and additional terms usually included in contracts of this kind. In the meantime, once you sign below, this letter will serve as a binding agreement between you and all signatories.

Yours sincerely,

Name

Title

CORPORATE NAME OF PARTY 1

READ UNDERSTOOD AND AGREED:

Date:

Date:

SIGNED for and on behalf of [**FULL CORPORATE NAME OF PARTY 2**] by:

.....

Signature of Director

.....

Name of Director (print)

SIGNED for and on behalf of [**FULL CORPORATE NAME OF PARTY 3**] by:

.....

Signature of Director

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Name of Director (print)