

Letter of Agreement

for delivery of activity on a Creative Partnerships project

This letter of agreement sets out the relationship between the Enquiry School and the Creative Practitioner, detailing the responsibilities of each party during the delivery of the Creative Partnerships Enquiry School project. This letter of agreement is in addition to the information agreed as part of the Creative Partnerships project planning document.

Agreement between <the school>

School name _____
Address _____

Lead contact name _____
Telephone no. _____
Email address _____

and the Creative Practitioner <the Creative Practitioner>

Individual/Organisation name _____
Address _____

Lead contact name _____
Telephone no. _____
Email address _____
Company no. (if applicable) _____
VAT registration no. (if applicable) _____

relating to the Creative Partnerships project

Project name _____

to deliver the following services

over the following timescale

The project delivery will commence on _____
and will conclude on _____

for the following fees

Creative Practitioner Fees

Description	No. of days		Rate £		Total £
Planning & Preparation		X		=	
Delivery		X		=	
Review & Evaluation		X		=	
		X		=	
		X		=	
Sub total					

Other fees – e.g. materials, travel, accommodation etc.

Description	Total £
Sub total	

TOTAL Creative Practitioner and Other fees	
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Payment Plan

No.	Payment condition	Anticipated date	Value £
1			
2			
3			
4			
	Total fees *		

* must balance to value in 'Total Creative Practitioner and Other fees' section

Statements of agreement (please tick all to certify agreement)

The Creative Practitioner agrees to:	tick
Maintain an adequate level of appropriate insurance cover for all risks they take on by providing the services of this agreement e.g. public liability etc, and agrees to make the policy available to the school for viewing.	
Consider any possible risk involved in the project delivery and, in partnership with the school, agrees to take all reasonable precautions to ensure the health and safety of the participants.	
Hold an appropriate enhanced Criminal Records Bureau disclosure (as described in the terms and conditions of agreement), and agrees to make this available to the school for viewing.	

Intellectual Property ownership of materials produced as part of this project will rest with; (tick multiple if shared ownership)

School	<input type="checkbox"/>
Creative Practitioner	<input type="checkbox"/>
Other (please specify) _____	<input type="checkbox"/>

Terms and conditions of agreement

Obligations

- The Creative Practitioner must provide the services with reasonable diligence, competency, and in keeping with this agreement.
- Both parties agree to complete with project within the agreed timescale to the best of their abilities.

Status

- By entering into this agreement, the Creative Practitioner confirms that they are not working as an agent, partner or employee of the school and agree not to incur obligations or liabilities on behalf of the school unless they are authorised in writing to do so.

Fees and services

- The school agrees to pay the Creative Practitioner’s fees and other fees in the manner outlined in the Instalment plan.
- The Creative Practitioner agrees to promptly submit a VAT compliant invoice to the school for each payment.
- The school will endeavour to pay the Creative Practitioner’s invoice(s) within 30 days of receipt, as long as they are satisfied that the Creative Practitioner has met the conditions of payment.

Intellectual Property

- Both parties agree to work within the guidelines of the Intellectual Property ownership and seek prior consent from the owning party if materials are required for use outside the parameters of the project.
- Both parties agree to not impinge or breach any copyright or other intellectual property rights in fulfilling the conditions of this agreement.

Indemnity/Insurance

- The school accepts no liability for any injury or losses that they incur as part of this project.
- As mentioned previously, the Creative Practitioner should ensure they have relevant insurance cover for any liabilities that may occur.

Default

- Should either party wish to terminate this agreement, they must give the other written notice of no less than two weeks.

Uncontrollable events

- An ‘uncontrollable event’ is an extraordinary natural event (such as a flood or earthquake) that cannot be reasonably foreseen or prevented, fire, explosion, industrial dispute, debilitating illness or injury, or any other extraordinary event beyond that party’s control. Neither party will be liable for failure to perform their obligations due to an uncontrollable event.

Protection of children and vulnerable adults

- As mentioned previously, the Creative Practitioner agrees to hold an enhanced Criminal Records Bureau disclosure, through the City Council’s Children and Young People’s Services, in line with local authority guidelines e.g. that it is no older than three years etc, and that all other agents working on their behalf do also.
- The Creative Practitioner agrees to make their enhanced Criminal Records Bureau disclosure available to the school for viewing, and that all other agents working on their behalf do also.

Other

- Both parties are committed to attending all necessary planning, review and evaluation meetings as part of this project.
- Both parties agree to uphold all matters relating to confidentiality and data protection.
- In line with the Freedom of Information Act 2000, both parties may need to provide information related to the project to other people. Both parties agree to tell the other if they are concerned about the sensitivity of any information that the other may hold.

Signatures

We agree to the terms and conditions as set out in this agreement

Signed on behalf of the school by:

Signed by Creative Practitioner by:

Signature of authorised person

Signature of authorised person

Name of authorised person (please print)

Name of authorised person (please print)

Date

Date