



Theatre Network NSW

✉ director@tnn.org.au

💻 tnn.org.au

☎ +61 409 814 067

📍 PO Box 707, Bankstown NSW 2200 Australia

AUSPICING AGREEMENT

Between
Theatre Network NSW Inc.
and

_____ (full name of Auspicee)

‘The Auspicee’
(see Clause 3. for Auspicee Details)

1. Purpose of Agreement

The purpose of this Agreement is to establish a formal agreement for auspice of the auspicee with Theatre Network NSW Inc.

In signing this Agreement, the nominated representative of auspice is acknowledging that they have read, have an understanding of, and agreement with, the conditions as described in this Agreement, and that all persons associated with the auspicee are bound to comply with the conditions as agreed upon in this Agreement.

- a) For the purpose of this document: Theatre Network NSW Inc. is ‘Theatre Network NSW’
- b) The group of people negotiating the auspice Contract is herein referred to as ‘the auspicee’
- c) The activity for which the auspicing arrangement is required is referred to as ‘the project’

2. Project Details (See Auspice Proposal Form)

- a) Project Title:
- b) Statement of purpose of the project:
- c) Aims & objectives:
- d) Project Dates:
- e) Why the applicant wants Theatre Network NSW to auspice the application:
- f) Outline of the proposed project:
- g) Regional benefits and importance of project:
- h) Information about the applicant (e.g. members, management team, relevant bios etc.):
- i) Funding Body and Program:
- j) Funding Amount:
- k) Statement of financial obligations &/or funding sources (including other grants being applied for) for the project:
- l) A project budget with projected income and expenditure:



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3. Auspicee Details

a. Full Name:

b. Street Address:

c. Postal Address:

d. Phone Numbers:

e. Fax Number (if relevant):

f. Email:

g. Website (if relevant):

4.

5. Auspicee Fee

Theatre Network NSW's basic auspicing fee is set at 10% of the total grant monies sought e.g. the fee for a grant of \$3,000 is \$300 which would make the total grant amount \$3,300.

The Auspicing Fee for this agreement is:



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6. Auspicee Responsibilities

By accepting this Auspicing Agreement the Auspicee agrees to:

- a) Develop the application form as required by the Funding Body.
- b) Undertake necessary insurance
 - i) Public Liability Cover: The auspicee will either provide evidence of its current public liability insurance policy, or will pay a contribution towards the cost of upgrading the Theatre Network NSW public liability insurance cover, as requested by the Executive Officer (EO) of Theatre Network NSW.
 - ii) Professional Indemnity: If the applicant requires professional indemnity for any of its workers, paid or voluntary, the applicant will either provide evidence of its current policy, undertake a new policy out of the project budget for which funding is sought, or pay an appropriate premium if requested by Theatre Network NSW so as to be covered under the Theatre Network NSW insurance policy
 - iii) Volunteer Insurance: If the applicant has volunteers, the applicant will either provide evidence of its current policy, or pay an appropriate premium so as to be covered under the Theatre Network NSW insurance policy, if requested by Theatre Network NSW. It is a condition of volunteer insurance cover that a sign on/off register of volunteers of the applicant if requested by Theatre Network NSW.
 - iv) Contents Insurance: If the applicant has property which needs to be covered by insurance the applicant will provide evidence of its current policy, or pay an appropriate premium so as to be covered under the Theatre Network NSW insurance policy, if requested by Theatre Network NSW
 - v) Any other Insurance: If the applicant requires any other insurance cover, it will provide evidence of its current policy, or pay an appropriate premium so as to be covered under the Theatre Network NSW insurance policy, if requested by Theatre Network NSW
- c) Provide the original application form to Theatre Network NSW for signing prior to the application being submitted as required by the Funding Body.
- d) Undertake the project as specified and approved as per the application.
- e) Inform Theatre Network NSW without delay should the project be cancelled or postponed.
- f) Acknowledge the assistance of Theatre Network NSW in all advertising and promotional materials (including brochures, flyers, posters, press advertisements, programs and invitations) including prominent display of the Theatre Network NSW logo.
- g) Acknowledge the assistance of the Funding Body as stated in the Conditions of Grant, a copy of which shall be provided by Theatre Network NSW.
- h) Document the project.



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- i) Provide the grant acquittal report in a timely and appropriate format for acquitting the grant.
- j) Provide Theatre Network NSW with copies of all necessary documentation; receipts etc. in a timely and appropriate manner in order prepare financial statements for acquitting the grant.

7. Theatre Network NSW Responsibilities

By accepting this Agreement Theatre Network NSW agrees to:

- a) Accept the grant monies on behalf of the Auspicee.
- b) Provide the Auspicee with a copy of the Letter of Acceptance and a copy of the Conditions of the Grant.
- c) Make provision for the payment of grant monies in accordance with the funding conditions in a timely and appropriate manner.
- d) Provide the Auspicee with an itemised financial statement at the end of the project, which clearly identifies the grant funds and how they were spent.
- e) Ensure that a qualified accountant in public practice certifies the financial statements for the grant as a part of Theatre Network NSW annual auditing processes.
- f) Ensure that the financial report is completed.
- g) Provide digital copies of the Theatre Network NSW logo and Visual Identity policy as well as any other relevant policies for the project.
- h) Ensure the required acquittal information is provided to the funding body.
- i) As the auspicing body it is not the role of Theatre Network NSW to develop the funding application.
- j) As the auspicing body it is not the role of Theatre Network NSW to complete the artistic report / acquittal.
- k) Distributing the Funds
- l) Grant monies shall be spent in accordance with the budget laid out in the funding application; in this instance funds shall only be used towards the cost of the identified artist fee.
- m) The Tax Invoice for the artist's fee shall be sent directly to Theatre Network NSW for payment.



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8. Banking and Finance

- a) The auspicee agrees that their funds will be administered through a Theatre Network NSW bank account.
- b) All income received by the auspicee will be receipted and deposited according to procedure agreed to by the Theatre Network NSW EO.
- c) The Theatre Network NSW EO must approve all expenditure. All payments are signed off by two nominated Theatre Network NSW signatories on the Theatre Network NSW banking account. Expenditure items must relate to the project budget and approved budget lines and payments will not be co-signed unless accompanied by a tax invoice and a completed cheque requisition form.
- d) A tax invoice must accompany all reimbursement claims.
- e) Receipts will be issued for all income either from ticket sales or donations, and carbon copies of receipts (from that event) will be handed into Theatre Network NSW for bookkeeping.
- f) Individual entries recording all income and expenditure are to be made in a ledger and monthly reports of income and expenditure will be presented to the Theatre Network NSW EO.
- g) The applicant's finances will be audited annually along with all Theatre Network NSW Accounts. If an audit is required at project completion, a fee for the auditor should be included in the project budget and paid for from the project budget or by the applicant.
- h) The applicant will take responsibility for acquitting the grant by providing narrative or project reports according to the grant conditions to the EO and Board of Theatre Network NSW, and by providing draft financial statements of income and expenditure to the EO and Board of Theatre Network NSW.

9. Monitoring and Evaluation

- a) The Auspicee and the Theatre Network NSW EO shall establish regular contact by phone and email through the course of the project.
- b) At the end of the project Theatre Network NSW staff and the Auspicee will assess the agreement in regards to its effectiveness.

10. Conflict Resolution

- a) In the instance of any conflict between Theatre Network NSW and the Auspicee resolution shall first be sought by way of written communications.
- b) If conflict cannot be resolved through written communication then mediation shall be sought via a third independent body.



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- c) The Funding body shall be notified immediately of any conflict and the actions taken to resolve the conflict.

11. Termination of the Agreement

- a) Should Theatre Network NSW or not be satisfied that the project and funds are not being used as described in the funding application both parties have the right to terminate this agreement.
- b) Termination of this agreement must be made in writing.
- c) Termination of the agreement shall become effective immediately following Theatre Network NSW or the Auspicee receiving the letter of termination.
- d) The funding body shall also be notified in writing immediately that the agreement has been terminated; they must also be informed of the actions leading up to the termination.

12. Certification

The undersigned agree that submission and this agreement have been fully discussed between both parties and all responsibilities are understood.

Auspicee

Date: _____

Jane Kreis
Director, Theatre Network NSW

Date: _____