

MEMORANDUM OF UNDERSTANDING

COVERING THE PROVISION OF
A programming support arrangement

BETWEEN



Hume Conservatorium of Music Ltd.

Represented for the purposes of this agreement by

Jacqui Smith
Chief Executive Officer
jacqui.smith@humecon.nsw.edu.au 02 4821 8833
160 Bourke Street, Goulburn NSW 2580

AND



The Goulburn Club
Represented for the purposes of this agreement by

Ian Aldridge
President, The Goulburn Club Board
ianaldrige4@gmail.com 0459 029 402
Suite 2/19 Market St, Goulburn NSW 2580, Goulburn NSW 2580

Dated 10 NOVEMBER 2021

THIS MEMORANDUM OF UNDERSTANDING (MoU) IS MADE

BETWEEN

Hume Conservatorium of Music Ltd. (Herein referred to as “the Conservatorium”)

AND

The Goulburn Club (Herein referred to as “the Club”).

Both organisations agree that programming across their respective art forms, where possible, appropriate and achievable, will bring new dialogues to their audiences and serve the community well.

(referred herein as the “Arrangement”)

1. OBJECTIVES

- i. To create a dialogue across the respective programs of the Conservatorium and the Club in support of the organisations’ audiences and community.
- ii. To offer the community experiences of music and visual arts presented in complement
- iii. To utilise the expertise of each organisation in support of the other, where possible

2. OUTCOMES

The Conservatorium and the Club will work collaboratively to:

- i. Identify opportunities to present programs together throughout the calendar year.
- ii. Provide access to the Club’s performance spaces for mutually beneficial performances by Conservatorium staff and students throughout the year.
- iii. Define a reciprocal benefit for their respective membership groups and offer that benefit from an agreed date. This could include discounted venue hire at the Conservatorium and Goulburn Club for members of each organisation, as mutually agreed by both organisations.

3. MoU PERIOD

- i. The MoU period will commence on the date of signature of the MoU, or if signed on separate days, the date of last signature, and will end on 31 December 2025, unless extended or terminated in accordance with this MoU.

4. FINANCIAL CONSIDERATIONS

- i. The Outcomes above should be offered gratis between each organisation unless specified in writing and agreed upon by the Directors of each organisation.

5. VARIATION

- i. No agreement or understanding varying or extending this MoU, including in particular the scope of this MoU, will be operational unless in writing and signed by an authorised representative of each party.

6. INTELLECTUAL PROPERTY RIGHTS

- i. Photographic or moving image documentation of any ‘Outcomes’ can occur at the request of either organisation. Publishing of the documentation should credit both organisations where appropriate.

- ii. The Club and the Conservatorium will, without need for further individual approvals, share and approve the use of all documentation of the partnership for the purpose of:
 - a. Critical review, research, reporting and educational purposes;
 - b. Publicity and marketing of the partnership;
 - c. Documentation and archiving of the partnership; and
 - d. Publication on the Club or the Conservatorium website and social media channels.
- iii. Clauses (i) and (ii) are voided if parental permission for documentation of minors has not been granted. Permission from caregivers will be requested in writing on all collateral involving minors.

7. NOTICES

- i. All notices must be in writing and will be given by any one of the following means:
 - a. delivery to the address of the party, on a business day, during normal business hours;
 - b. electronic mail, with confirmed receipt.
- ii. Unless either party notifies the other of a change in its address or contact officer, these details are as specified above.

8. DISPUTES

Should any disputes arise concerning this Agreement, the Club and the Conservatorium will endeavour to resolve them amicably between themselves in a swift and courteous manner. Should this not result in a satisfactory resolution, the President of the Goulburn Club and the Chair of the Board of the Hume Conservatorium should attempt to resolve the dispute. Should such negotiation not result in a satisfactory resolution, the dispute will be referred to arbitration by two arbitrators, one to be appointed by each party. In the event of the two arbitrators disagreeing, the dispute will be referred to an umpire selected by the arbitrators. No action or suit will be brought or maintained by either party against the other party until an award has first been obtained from the arbitrators or the umpire.

The parties have signed this Memorandum of Understanding (MoU) on the date(s) below:

SIGNATORIES

Signed for and on behalf of Hume Conservatorium of Music Ltd.

Print Name: *Jacqueline Smith*

Signature: 

Date: *10/11/2021*

Signed for and on behalf of The Goulburn Club;

Print Name: *IAN ALDRIDGE*

Signature: 

Date: *10.11.21*