



## **EDUCATION THEATRE COMMUNITY**

### **EAGLES NEST THEATRE GENERAL COOPERATIVE PARTNERSHIP AGREEMENT.**

The purpose of this document is to empower artists/participants to work together under the banner of Eagle's Nest Theatre in verbally negotiated cooperative partnerships and to give an understanding of the limitation of engagements that can be negotiated without written contracts.

All projects managed by ENT are seen to be cooperative partnerships in which artists/participants pool their labour to create opportunities to be able to practice their craft and or generate income.

Said projects including duties and remuneration are negotiated on the basis of verbal agreements.

Those who participate in these projects choose to do so without written contracts other than this general agreement because they feel that the flexibility of verbal agreements best serve their needs. Further they believe that the time and money required to create written contracts can be used better in other ways to serve their needs.

These projects are seen by all partners (participants/artists) to be entrepreneurial ventures. Those involved have chosen to undertake these projects together, often at less than award rates, because they perceive this as being in their best interests.

Payment for any work done on these projects is received by artists/participants as "sole traders" via an ABN. In receiving money in this manner artists/participants remain partners in cooperative ventures and do not perceive themselves as employees or sub contractors of ENT.

As partners in these projects all parties have full access to the ENT financial records.

All participants/artists in these projects take individual responsibility for their own tax obligations.

All participants/artists in these projects undertake to assess the safety of said projects for themselves and make individual choices as to whether they do or do not have personal injury insurance.

No verbal agreement negotiated may extend beyond the calendar year in which it is negotiated. Participation in a project in one calendar year does not in any way imply a promise of



## EDUCATION THEATRE COMMUNITY

involvement in subsequent years. Should any partners wish to negotiate an arrangement outside of these terms it must be put in writing.

As ENT projects are ad hoc entrepreneurial ventures it is recognised that they can only go ahead if all parties are enthusiastically consenting to be involved.

If any party decides that ongoing participation is not in their best interests they will be entitled to withdraw from a project without being required to give any reason for their decision. Should this happen no party will be penalised or deemed to own anything to ENT or other project partners for a decision to withdraw.

Similarly ENT is also entitled to withdraw from projects and associated partnerships without being required to give a reason for this decision or being required to pay compensation to other project partners except in the following circumstances.

If ENT cancels a booking for a schools project or withdraws from a project designed to deliver schools booking, if the booking falls within 2 weeks of the date of cancellation or notification of withdrawal then ENT will pay compensation to the other artists involved of %50 of the original fee.

Should any party working with ENT wish to participate in a project which would require compensation to be paid beyond the scope outlined above if the partnership was dissolved then said agreement must be put in writing.

I (print name) \_\_\_\_\_ have read and understood this document and choose to participate in partnerships under the banner of ENT during 2022 under the terms above.

**Signed by** \_\_\_\_\_ **Date** \_\_\_\_\_