



**Australian
Institute of
Architects**

**Agreement
2020 Venice Architecture Biennale – Australian Exhibition**

**Australian Institute of Architects
and
INSERT EXHIBITOR NAME HERE**

**Australian Institute of Architects
2a Mugga Way RED HILL ACT 2600**

Agreement

Between

The Royal Australian Institute of Architects trading as Australian Institute of Architects, an Australian public company limited by guarantee, ABN 72 000 023 012 (the **Institute**) of 2A Mugga Way, RED HILL ACT 2600.

and

Insert name here “**the Creative Directors**”

1. Purpose

This Agreement records the arrangements understandings and commitments between the parties in respect of the creative direction of the 2020 Venice Architecture Biennale, Australian Exhibition (**The Exhibition**), to be held in Venice, Italy in 2020. (the Agreement)

2. Preamble

- a The 2020 Venice Architecture Exhibition will take place between May and November 2020 (dates subject to change).
- b The Exhibition is one of the major events of the Institute and is held biennially.
- c The Exhibition is funded through fundraising, sponsorships, donations, philanthropy and Institute contribution managed by the Venice Biennale Project Manager, under the direction of the General Manager Membership Services.
- d The Institute has delivered seven previous Architecture Exhibitions at the Venice Architecture Biennale in 2006, 2008, 2010, 2012, 2014, 2016 and 2018.
- e The scope of the Creative Directors’ roles and responsibilities is solely focussed on the curation of the Exhibition within the Exhibition Budget. The formal, social, financial and operational aspects will be the responsibility of the Institute management team.
- f The Institute enters into this Agreement with the Creative Directors to articulate the Creative Directors’ activities necessary for the successful delivery of the Exhibition in 2020.

3. Institute role and responsibilities

3.1 Institute role

The Institute will:

- a Provide the benefit of its advice, experience and information in support of the Exhibition without charge to the Creative Directors.
- b Market, promote, manage and ensure provision of all administrative and operational requirements for the Exhibition.
- c Establish the Institute’s Venice Biennale Committee (**VBC**) and provide administrative support to meetings of the VBC.
- d Provide an Institute Project Advisor to guide and support the creative process.
- e Formally engage the consultant(s) necessary for the Exhibition, including the Graphic Design Provider nominated in the Creative Directors’ submission within the Creative Directors’ budget.
- f Arrange insurance for the Exhibition including public liability, Exhibition contents and property insurance, and
- g Acknowledge the Creative Directors’ contribution to the Venice Architecture Biennale in all relevant Institute communications.

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- 3.1.1 The Institute may enter into any commercial and other agreements associated with the Exhibition, including in relation to venues, products, exhibits, equipment, sponsorships, touring, ticketing, recording, films, videos, photos, other visual depictions and the like which may include depictions of the Exhibition.

3.2 Institute responsibilities

The Institute will be responsible for all project management and delivery of the Exhibition and in particular, the following:

- a Overall program management of the Exhibition.
- b Managing all commercial and other agreements associated with the Exhibition, including but not limited to venues, products, exhibits, equipment, sponsorships, recordings, films, videos, photography and other visual depictions and the like.
- c Allocation of Vernissage tickets and management of attendance and guest lists for all events.
- d Coordination and management of all events associated with the Exhibition.
- e Coordination and management of media and public relations.
- f Arrangement of travel, accommodation and related matters for Institute staff and volunteers, and
- g Managing relationships, all communications and agreements with the Venice Biennale Authority office, City of Venice and Australia Council for the Arts and other Government bodies.

Creative Directors' roles and responsibilities

3.3 Creative Directors' role

The Creative Directors individually and jointly agree to undertake the role of Creative Director of the Exhibition, and will:

- a Lead the conceptualisation, theming and curation of the Exhibition.
- b Provide to the Institute for its consideration a project plan consisting of the Exhibition Theme, the timeline and budget which must not exceed the Exhibition Budget specified in this Agreement. The Institute reserves the right to require changes to the project plan and once satisfied with the final form of the Exhibition Theme, timeline and budget, will confirm its approval to the Creative Directors.
- c Undertake the role of Creative Directors in good faith, in accordance with the terms and conditions set out in this Agreement and to any directions of the Institute.
- d Manage the operations of the Creative Team which for the purposes of this Agreement, comprises the Creative Directors and other persons nominated in their submission or as they may nominate from time-to-time, including, the Graphic Design Provider.
- e Nominate a Creative Director as the Creative Team's principal point of contact for the Institute (**the Contact Officer**).
- f Keep the VBC regularly and fully informed of progress against the project plan, timeline and Exhibition Budget. Any changes to the approved project plan by the Creative Directors must first be referred to the VBC for decision, in its absolute discretion.

3.4 Creative Directors' responsibilities

The Creative Directors' exclusive responsibilities include the following:

a **Exhibition theme and curation**

Development of the Exhibition theme and curation of the Exhibition in accordance with the final submission approved by the VBC. Any significant changes from the approved submission must first be approved by the VBC.

The Creative Directors' responsibilities include:

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- > Pavilion modifications including obtaining all permission or approvals required by the Venice Biennale Authority or any relevant authority;
 - > Exhibition concept and content, including imagery, installation, signage, multimedia and text;
 - > Exhibition design, layout, curation, construction and installation;
 - > Product identification, selection and procurement for Exhibition requirements; and
 - > Development of an operational plan for post-Exhibition touring throughout Australia as required by the Institute or VBC.

b Exhibition brochure and other items

The Creative Directors will develop the theme, content and layout of an Exhibition brochure. The Creative Directors must engage a suitably qualified editor to ensure delivery of a high-quality brochure. 20,000 copies of the brochure are to be delivered to the Pavilion by no later than 19 May 2020. The Institute is to be branded on the brochure as auspicing the Exhibition with appropriate recognition of corporate partners and sponsors in accordance with Institute requirements.

c Media and communications

The Creative Directors must:

- > be available for media interviews as reasonably required and supply relevant, current material progressively to ensure that media obligations are fulfilled, and opportunities are maximised.
- > contribute to the development of an online media kit, to be accessed from and associated with the Institute website: www.architecture.com.au.
- > ensure that all communications with the public, the architectural profession and members of the Institute, for any purpose associated with the Exhibition, are coordinated by the Institute and specify Institute contact information (address, email and telephone).

d Graphic Design

The Creative Directors must:

- > agree with the Institute the key graphic concepts for the Exhibition.
- > develop a detailed brief for the Graphic Design Provider relating to the theme and desired 'look and feel' of the graphic images for the Exhibition, for approval by the VBC.
- > Obtain prior approval from the Institute Contact Officer for any proposed changes to the required graphic items. Where a proposed change will likely incur costs that may exceed the Honorarium, it will be referred to the VBC for decision, in its absolute discretion.

e Competitions and submissions

The Creative Directors must devise and support any competition or submission process required to generate content for the Exhibition if requested by the Institute. Any such process will, however, be managed and coordinated by the Institute, including all communication to external parties.

The Institute, through its Contact Officer, Project Advisor and the VBC, reserve the right to determine appropriate assessment or selection criteria in relation to any competition or submission, and to invite any person or organisation to participate in such competition or submission process.

The Creative Directors must include the Institute Contact Officer as a key participant in all communication with competition entrants or participants, specifically in all negotiations, agreements and discussions relating to participant funding or sponsorship. However, discussions relating only to the thematic content of submissions do not require the participation of the Institute Contact Officer but must be shared with the Project Advisor and VBC.

f Sponsor support

The Institute is responsible for sourcing, coordinating and controlling all Exhibition sponsorship and sponsor administration. It will endeavour to apprise the Creative Directors of relevant sponsor benefits and

requirements. The Creative Directors will actively support and cooperate with the Institute to assist when requested.

Any proposals to specific companies for sponsorship of the Exhibition must only be made after consultation and in conjunction with the Institute Contact Officer. The Creative Directors must not engage in preliminary discussions with potential sponsors without the Institute's knowledge and prior agreement.

All financial sponsorship received after any direct approaches from the Creative Directors to sponsors will be paid to the Institute and will not form additional funding to the Exhibition Budget except with prior written approval of the VBC.

On the same basis, the application of any in-kind sponsorship support pledged or received after direct approaches from the Creative Directors must be agreed between the Creative Directors and the Institute Contact Officer, to best establish the appropriate basis for resourcing such a sponsorship relationship.

g Attendance

The Creative Directors must attend and deliver, where applicable, if requested by the Institute, the following:

- > Creative Director announcement events in Sydney and Melbourne (TBC);
- > Australian Exhibition preview events in Sydney and Melbourne (date TBC);
- > Fringe events in Venice during the Vernissage (20–21 May 2020);
- > a personal presentation to the Principal Partner and each Network Venice – Platinum Sponsor, at the sponsor's offices or other selected location, on the concept and theme of the Australian Exhibition (dates TBA); and
- > Sponsor functions in Australia, as agreed and in Venice during the Vernissage (June 2020);

Air travel necessarily associated with these attendances in Australia requested by the Institute will be arranged by the Institute. Travel to Venice for events during the Vernissage must be covered by the Travel Budget (see clause 6(e)(1) below).

h Reporting to VBC

To carefully manage the delivery of the Exhibition within the Exhibition Budget, Honorarium and Travel Budget, before incurring any expense, liability or obligation associated with their obligations under this Agreement, the Creative Directors must on every occasion:

- > allocate the cost or liability to the relevant component of the Creative Directors' budget, and
- > obtain the written approval of the Institute through the Institute Contact Officer before proceeding to incurring the expense or committing to the obligation or liability.

i Insurance

The Creative Directors on an individual basis, must procure and maintain an agreed level of professional indemnity insurance in relation to their obligations, duties and responsibilities under this Agreement.

4. Key deliverables and dates

The Creative Directors must comply with the following indicative dates, unless otherwise notified by the Institute:

2 September 2020	Submissions due
September 2019	Shortlisting, presentations and selection
October 2019	Creative Director announcement
October 2019	Indicative conceptual site plans submitted to the Institute

November 2019 – January 2020	Exhibition planning
February 2020	Proposed final Exhibition and site plans delivered to the Institute for approval
March 2020	Exhibition finalisation and completion of components
March 2020	Any freight departs Australia (assuming sea)
March or April 2020	Australian Launch events (major cities TBA)
19 May 2020	Exhibition installation to be completed
20 May 2020	Media preview
21-22 May 2020	Vernissage period in Venice
	Fringe events in Venice
23 May 2020	Venice Biennale opens to public
23 May – 29 November 2020	Exhibition Period
May – November 2020	Exhibition engagement opportunities
29 November 2020	Biennale closes
November 2020	Exhibition pack-down / bumping out and remediation of Pavilion to Australian Council for the Arts
2021	Post-touring in Australia

5. Management and reporting

5.1 Contact Officers

- a The Institute Contact Officer is:
- Caroline Baxter
 Venice Biennale Project Manager
- Telephone: 02 6121 2021
 E-mail: caroline.baxter@architecture.com.au
 or other employee of the Institute notified in writing.
- b At the time of this Agreement, the Creative Directors' nominated contact person is:
- Name TBA (**the CD Contact Officer**)
 Tel:
 Email: TBA

5.2 Internal communication

- a In addition to any communications required by this Agreement, the Institute and the Creative Directors will communicate regularly to update each other on matters of relevance to the planning or realisation of the Exhibition.
- b Except where otherwise agreed or required under this Agreement, the respective Contact Officers of the parties must be the principal points of contact in communication between the parties.

5.3 External communication

- a Except when specific written authority is provided, the Creative Directors must not act as a spokesperson for the Exhibition or for the Institute.
- b When specifically requested by the Institute, the Creative Directors are authorised to provide to nominated media representatives: commentary, description, background information and details of the concept and rationale of the Exhibition, first approved by the Institute.
- c All other public and media communications in relation to the Exhibition must be issued by the Institute President or the Institute CEO on behalf of the Institute.

5.4 Health and Safety

- a The Institute will work with the Venice Biennale Authority and other relevant agencies to maintain appropriate levels of health and safety for volunteers and visitors.
- b The Institute and Creative Directors will abide by rules and regulations set by the Venice Biennale Authority and the Australian Council of the Arts to maintain required standards for security, WHS, cleaning, visitor safety, medical assistance at the Pavilion and the like.

5.5 Reporting

- a The Creative Directors must provide a written progress report at the end of each month to the VBC (and as required by the Institute), on their delivery of the Exhibition as outlined in their approved project plan, timeline and Exhibition Budget.
- b The Creative Directors will include in this progress report the status of Exhibition development against timeline, fabrication and installation, specific updated real-time expenditure against budget, details of any issues, delays, cost over-runs or risks and mitigations put in place.
- c The Creative Directors must notify the VBC and Institute of any potential or actual safety, security, workplace health or financial risk, incident or issue as soon as practicable. Both parties to this Agreement will use best endeavours to urgently mitigate the issue at hand and act diligently to achieve a speedy, professional and cost effective resolution.
- d By 21 December 2020, the Creative Directors must provide to the VBC a final written report, including their observations, experiences and stakeholder feedback pertaining to the 2020 Exhibition and recommendations for consideration in the planning of future Exhibitions and the Creative Directors' role.

6. Budget

The Exhibition Budget is AUD\$100,000 (ex GST, where applicable).

The Creative Directors must deliver the Exhibition within the Exhibition Budget which will be administered by the Institute. An expenditure plan against the Exhibition Budget will be developed through a two-stage selection process.

The Exhibition Budget must be applied to and meet all expenses associated with the following items:

- a **Exhibition design and creation:** including all equipment, materials, design and fabrication of the components of the Exhibition. (Note that all equipment and physical components of the Exhibition will be owned by the Institute, both during and after the Exhibition period unless otherwise agreed in writing.)
- b **Freight and installation:** including de-installation and return freight for the entire Exhibition and associated collateral items (surplus catalogues, brochures etc).
- c **Pavilion modifications:** including all installations, material costs, lighting, paint, air conditioning, electrical, and any other services, items or products required to present the Exhibition.
- d **Exhibition multimedia / AV / sound:** including any associated data, electronic, audio/visual equipment and any technical support related to the Exhibition.
- e **Creative Team travel, accommodation and living expenses**
 - (1) The Institute will pay a total of **\$20,000 AUD ("Travel Budget")** to the Creative Directors in consideration of all travel, accommodation, travel insurance, living and any other expenses necessarily incurred in relation to or during delivery of the Exhibition (**"Travel Expenses"**).
 - (2) All travel arrangements, including comprehensive travel insurance with appropriate levels of medical and emergency evacuation cover, are the sole responsibility of the Creative Directors.
The Creative Directors will advise the Institute Contact officer of all their Exhibition-related travel arrangements throughout the period of the Biennale.

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- (3) The Creative Directors must attend the Biennale events in Venice as requested by the Institute. All expenses associated with those attendances are the personal responsibility of the Creative Directors.
 - (4) The attendances referred to in (3) include all visits to the Venice, Exhibition installation, Vernissage attendance and engagement, deinstallation, as well as workshops and meetings required for the Exhibition planning and development.
 - (5) In addition to the Travel Budget, the Institute will meet reasonable costs of economy fare Australian domestic travel for a representative of the Creative Directors to attend events outside their home State, when attendance is requested by the Institute at events associated with the Biennale.

f **Creative Directors' Honorarium:** The Institute will pay a total of AUD\$30,000 to the Creative Directors as an Honorarium. This sum is intended as a contribution to the Creative Directors in recognition of their time and efforts applied to the Exhibition. The Honorarium may be applied to defray the expenses of any additional contractors, consultants or collaborators, where these are not separately included in the Exhibition Budget or as the Creative Directors see fit.

The Institute will effect payment of the Honorarium in three parts as follows.

Part One comprising \$9,000 within 30 days of signing this Agreement;

Part Two comprising \$12,000 in April 2020 and subject to successful completion of the Exhibition deinstallation and any remediation of the Pavilion, the remaining Part Three comprising \$9,000 by 31 December 2020 (**"The Honorarium"**).

g **Graphic design and printing:** The Institute will pay a total of \$10,000 towards the Creative Directors costs of all graphic design elements including the development of the Exhibition theme, logo or other visual representation.

The Institute will meet the reasonable costs of the production of printing and merchandise associated with the Exhibition.

The Creative Directors grants the Institute a licence to use any aspect of the graphic design elements in the production and promotion of the Exhibition.

To assist the Creative Directors to comply with their reporting obligations under this Agreement, the Institute Contact Officer will give the Creative Directors monthly budget updates on their Exhibition expenditure for their information and review.

The Exhibition Budget is not required to include the following items, for which the Institute will make its own arrangements:

h **Venice-based Site Supervisor:** for the duration of the Biennale and in association with installation and de-installation of the Exhibition.

i **Site fees:** including any taxes or bonds applied to usage of the site by the City of Venice, such as, but not limited to, local Italian architect reports.

j **Creative Directors' Australian domestic travel, accommodation and living expenses:** The Institute will pay for all travel and accommodation costs of the Creative Directors directly required for media requests, events and launches in Australia at the request of the Institute. Travel to and from Venice will be covered by the Travel Budget and managed by the Creative Team.

k **Events and fringe activities:** including official opening of the Exhibition, launch events in Australia and the cocktail party in Venice.

l **Volunteer management:** including staffing of the Exhibition and site for the duration of the Exhibition, and the accommodation and per diem costs associated with Institute staff over the period of the Exhibition.

m **Site management and routine cleaning:** including routine cleaning of the Exhibition and costs associated with the site supervisor, as relevant.

n **Marketing and media management:** including costs associated with media management, Exhibition website, provision of a media staff representative, creating and distributing press

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- releases, creating press packs for the Vernissage in Italy, and professional photography of the installed Exhibition.
 - o **Institute travel:** including travel for all required Institute staff, the Commissioner and VBC Chair, and related accommodation in Italy.
 - p **Committee:** including all costs associated with the management and support of the Venice Biennale Committee.
 - q **Staff:** including all Institute staff time required for the management of the Exhibition and its planning.

7. Venue / Site

The Venice Architecture Biennale takes place in a number of locations within Venice. The Australian Pavilion is located within the Giardini (gardens). The Pavilion was designed by Denton Corker Marshall and completed in 2015. The Pavilion is owned by the Australia Council for the Arts.

Any modifications proposed by the Creative Directors to be undertaken to the Pavilion necessary to deliver the Exhibition, require the following process:

- > A full review of the existing Pavilion, including possible site visit;
- > Full construction plans created and supplied to the Institute by October 2019;
- > Full costings will then be developed in Venice and advised by December 2019;
- > Final decisions on changes to be made in December 2019;
- > The Institute will then seek approval from Biennale authorities, Australia Council for the Arts and Venice Council (if required);
- > Construction will be completed by the Creative Directors in April 2020;
- > Any changes or additions to modifications after December 2019 will require full costing and approval; and
- > No changes to the Pavilion plans can be made in the final month prior to opening the Exhibition.

The Pavilion is supported by a local Pavilion Supervisor. The Pavilion Supervisor is managed by the Institute Contact Officer, and all communications with the Pavilion Supervisor must be directed through the Institute. Direct communication with the Pavilion Supervisor is not permitted unless with the express authority of the Institute Contact Officer.

8. Venice Biennale Committee (VBC)

8.1 Roles

The Institute will appoint a Commissioner and other members of the VBC to undertake the following roles on behalf of the Institute:

- > Advocacy of the Venice Biennale program both nationally and internationally;
- > Selection of the Creative Directors;
- > Acting as an advisory committee to the Creative Directors to ensure that the Exhibition meets the Creative Directors' proposal and the VBC's requirements;
- > Reporting progress to Institute bodies such as the National Council and Board;
- > Assistance with fundraising;
- > Assistance with government relations, and
- > Assistance with collateral activities and events.

9. Confidentiality

- a For the purposes of this Agreement, **'confidential information'** means all information that is by its nature confidential and includes all personal information (as defined in the Privacy Act 1988) obtained by one party from the other in any form and all information relating to the business, employees, finances, projects and plans of the other, which might reasonably be considered by the disclosing party to be confidential and which is not in the public domain and whether or not the information is marked or identified as being confidential.
- b The parties must keep confidential and not disclose, duplicate, use or permit the use of any confidential information at all times during and after termination or expiration of the Agreement, unless the confidential information is disclosed or used for a purpose directly connected with the purpose and intent of this Agreement.
- c These confidentiality obligations will not be breached to the extent that any confidential information is:
 - > disclosed by a party to its advisers or employees solely in order to comply with the obligations, or to exercise rights, under the Agreement;
 - > disclosed to a party's auditors, solely to enable effective management or auditing of Agreement related activities;
 - > authorised or required by law to be disclosed;
 - > in the public domain otherwise than due to a breach of this Agreement or to other unlawful means.

10. Intellectual property

- a Each party will make available its intellectual property to the other party only to the extent that it is reasonably necessary to deliver the Exhibition.
- b Creative Directors must acknowledge the Institute as the 'owner' of the Australian Venice Biennale Exhibition.
- c Subject to sub-clause c below, each party grants to the other party a non-exclusive, royalty free, worldwide licence to use, reproduce and communicate the others intellectual property made available during the term of the Agreement for purposes directly related to the Exhibition.
- d However, the Creative Directors must not use the Institute's logo, business name or branding without the prior written consent of the Institute. Consent will only be given for use of the Institute logo or brand to be used on material directly related to the Exhibition and any graphical changes, additions or distortions are prohibited, although the logo may be reduced or enlarged, provided that the proportions of the logo or brand in height and width are maintained and meet the Institute's brand guidelines.
- e All references to images at the Exhibition must contain the Institute logo.
- f Subject to the rights granted in this Agreement, the parties acknowledge and agree that each respective party retains the ownership and control of its intellectual property.
- g The Exhibition is the property of the Institute and negotiations for all future Exhibitions will be managed by the Institute. The Creative Directors must advise the larger Creative Team and any subcontractors of the exhibition of these ownership and copyright implications.

11. Term of Agreement

The term of this Agreement between the parties is, unless terminated earlier in accordance with the Agreement, that period of time reasonably required for both parties to fulfil their obligations under this Agreement.

12. Breach and termination

If a party fails to satisfy an obligation under this Agreement, then the other party, if it considers that the failure is:

- a not capable of remedy, may by written notice, terminate the Agreement immediately; or
- b capable of remedy, may, by written notice require that the failure be remedied within the time specified in the notice (which if reasonably possible must to be no less than 28 days), and if not remedied within the time specified, may terminate the Agreement immediately by giving a second written notice.

if a notice is issued under this clause, or if for any reason one party notifies the other that there is a dispute:

- c the parties must immediately enter into the formal dispute handling procedure as detailed in clause 14 of this Agreement, and
- d Continue to fulfil their obligations other than those made impracticable by the matter in dispute unless the Agreement is terminated under this clause, or, the other party requests in writing that the obligation is not performed.

13. Dispute handling and resolution

- a If any dispute arises concerning this Agreement, the parties will deal with it as follows:
 - > the parties must promptly seek a negotiated resolution to all disputes in a spirit of good faith and co-operation;
 - > the party claiming that there is a dispute must give the other party a notice setting out the nature and details of the dispute (**the Dispute Notice**);
 - > within 7 days after receiving the Dispute Notice, a representative of the Creative Directors and a representative of the Institute, both with authority to settle the dispute, must meet to discuss and resolve the dispute by direct negotiation (**the Resolution Meeting**);
 - > if the parties can't resolve the dispute within 14 days after the Resolution Meeting, the parties may agree in writing to refer the dispute to an independent third person who is, under this clause, authorised:
 - to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or, if that is not agreed
 - to mediate between the parties to assist them to reach a resolution;
 - > if in a further 7 days the parties have not agreed to refer to a third party, either party may commence legal proceedings.
- b Each party will bear its own costs of complying with this clause and the parties will bear equally the cost of any third person engaged under sub-clause (a) above.
- c Nothing in this agreement prevents either party seeking urgent interlocutory relief in court proceedings.
- d Any dispute between or amongst members of the Creative Team is to be managed internally by the Creative Team. However, if any dispute related to the subject matter of this Agreement cannot be resolved between members of the Creative Directors' team, the matter must be submitted to the Institute's President for determination.
- e The operation of this clause survives the expiration or earlier termination of this Agreement.

14. General

- a If a provision of this Agreement is held by a court to be unlawful, invalid or unenforceable, it is severed to the extent of the unlawfulness, invalidity or unenforceability, without affecting the validity and enforceability of the remaining provisions.
- b This Agreement prevails to the extent it is inconsistent with any law.

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- c This Agreement cannot be varied except with the consent in writing of both parties.
 - d This Agreement constitutes the entire agreement between the parties and supersedes all previous negotiations and agreements in relation to the transaction.
 - e No rule of construction applies to the disadvantage of the Institute because the Institute was responsible for the preparation of, or seeks to rely on, this Agreement or any part of it.
 - f Nothing in this Agreement creates any relationship of agency, partnership or joint venture. Neither party has authority to bind the other or to incur obligations, except as expressly permitted in this Agreement.
 - g This Agreement is governed by the laws of the State of Victoria and the parties submit to the exclusive jurisdiction of the courts of that State.

15. Formal Notices

All notices relating to termination of the Agreement or to a dispute between the parties pursuant to this Agreement must be sent to the Contact Officer specified for that party, or such other person or address that party has advised the other of.

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of
Australian Institute of Architects,
ABN 72 000 023 012 by

(Signature of Witness)

(Name of Witness in Full)

} _____
(Signature)

} _____
(Name)

} _____
(Position)

SIGNED for and on behalf of the **Creative Directors:**

SIGNED by **Name TBA ABN TBA** in accordance with
section 127 of the *Corporations Act 2001* (Cth):

Director

Name of Director
(BLOCK LETTERS)

Director/Company Secretary

Name of Director/Company Secretary
(BLOCK LETTERS)