The Arts Partnership Guidance Notes
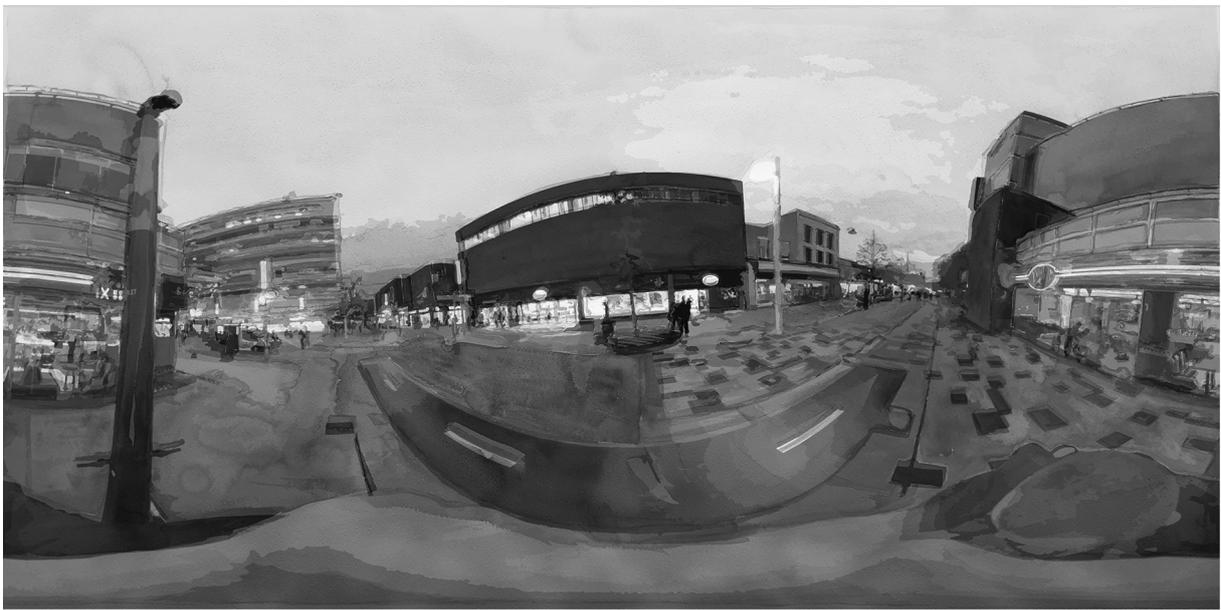

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CLOSE AND REMOTE

The Arts Partnership Guidance Notes are written from a position of experience, running multiple projects by the authors.

The aim of the notes is to give you a summary of common ways of developing a partnership. However, every partnership project will have its own attributes and there is no one right way to do things, but there are ways to set up partnerships with shared and 'selfish' goals with excellent communication built in.

Partnerships have multiple strands and issues that need to be addressed in order to achieve success and good terms for those working on them. If you are reading these notes as a download from our website, then please note they are Creative Commons License [Attribution-NonCommercial CC BY-NC]. This means you can remix, tweak, and build upon this document non-commercially, as long as you credit Close and Remote].

If you have attended one of our workshops you will have gone through the following process:

1 Starting the partnership - We often call this the inception meeting or point. We are meeting to define the project, find out what the shared or 'selfish' goals are and how the project is structured. We agree the partnership or project method.

2 The project method or types of partnership - Project methods or partnership models are important to expedite the agreed work. There are many ways to set up an informal partnership but we choose one that works to fit the timescale, budget and legal requirements.

3 Playing Nicely - A framework for considering diversity, mutual respect and communication, as well as fair pay with artists and freelancers. This framework is specifically for freelance artists and organisations wishing to commission artists for projects.

4 Setting up the project - Partnership projects require a set of tools to guide things through. These might include payment terms, milestone agreements, communication and evaluation.

5 Partnership review - At the end of the project and partnership, we can gain valuable insights into how things went. Sometimes, things we have not considered end up being problematic and we can evaluate our performance to improve future projects.

Throughout the Arts Partnership Guidance Notes we will refer to real projects that have been anonymised to make the notes relevant for those working in the UK art sector.

If you like the Arts Partnership Guidance Notes tweet us *@closeandremote* - we are available for commissions, workshops and consultancy.

Starting the Partnership

Irrespective of the nature of the partnership, a common goal is often to achieve more than you can as a stand alone organisation or artist.

Consequently, seeking partnerships is often about finding organisations, people and resources that don't match your own. Furthermore, at an organisational level, partnerships with too much in common, in terms of programming objectives, often fail to get off the ground. For artists embarking on early career collaborations having shared insights and similar goals can be extremely worthwhile.

Shared and 'selfish' goals play an important part in developing successful partnerships and are best commonly understood at the inception of the relationship.

Defining shared and selfish goals at the outset is essential. Here we provide lists of shared and selfish goals as examples to work with:

Shared

To put together a bid to a larger funding pot for a project
To develop projects in a particular place or community
To work across a region to achieve greater impact
To transfer knowledge from one sector to another
To create work and skills opportunities for a specific group or sector

Selfish

To gain insights into how one organisation has achieved a particular outcome
To access good quality contacts in a network
To represent or promote a particular set of views or services within a network
To access talent and skills held in another organisation or place
To utilise core services and people to create scale for a project

Many partnerships will be a mix of shared and selfish goals, with transparency being a key ingredient to sustained partnerships.

Overly selfish or predatory partnerships most often lead to a closing down of interactions and negative outcomes. The art world is full of 'magpie' behaviours and false declarations of openness, which is why we need contracts and good quality communication at the outset.

Types of Partnership

There are many forms of partnership in the cultural sector, with no one size fits all method. Ranging from informal collaborations to full scale multi-million lottery bids, partnership is about finding the point of least friction to get on and do things, combined with the maximum amount of understanding and legal recourse. It goes without saying that projects and deals struck in a pub may end up in tears when money or success come into the frame - even with your best friends.

Getting the least friction and maximum traction also goes with building a partnership or working relationship over a period of time. Many partnerships therefore grow from informal to more formal arrangements, or vice versa. Here we detail some common types of partnership, along with their strengths and weaknesses.

Informal Collaboration	Suited to: artists, unincorporated groups
Strengths Get on with the job No contract Shared vision and goals Flexible and responsive (to opportunities) Easy in, easy out	**Weaknesses** Lack of clarity (who owns what) No contract Shifting focus Dominance of some over others Ram raid (one individual makes off with the outcomes or assets)

Head of Terms Agreement AKA 'Letter of Agreement'	Suited to: Multi-party or art-form organisations, cross sector organisations with constitutions
Strengths Creates a set of terms to move forward Shows serious intent to work together Easy to draft up and agree Good for creating a working timetable for a project Enables people to start work on a basis of trust	**Weaknesses** Not legally binding Can be written in a vague manner to avoid commitment Not good where intellectual property is involved Can be used to avoid making a contract Parties can pull out at any time

Contract	Suited to: art commissions, multi-partner funded projects, partnerships across sectors

Strengths
    Creates a binding legal contract (within the law)
    Details who does what and when
    Details break clauses if things go wrong
    Specifies ownership of copyright and intellectual property, as well as licensing of materials
    Can include addenda detailing roles and responsibilities for art commissions and projects
	Weaknesses
	    Can take time to thrash out
	    May need lawyers involved for very detailed work
	    If poorly written can take time to sort out and get on with things
	    Often lacks detail on copyright and intellectual property
	    Lead partners (ie universities) can be very particular about terms for an agreement

A few stories:

*Arts organisation **A** went into a joined up partnership project with Arts Organisation **B**. The project gave 10 artists a professional development opportunity to make new work. Arts organisation **A** took on the larger proportion of organisation and administration and led the funding bid. Arts Organisation **B** provided space and technical facilities for the event. The project was a success with many new projects being made by the artists. Arts Organisation **B** developed three of the artist projects for a show at the Venice Biennale. Arts Organisation **A** was not credited in this and Arts Organisation **B** claimed all of the professional development outcomes. The project was carried forward under a heads of terms agreement.*

*The Solution: Arts Organisation **A** needed a contract with each of the artists and the same with Arts Organisation **B**. This would have detailed acknowledgments of support from the artists and a clause requiring Arts Organisation **B** to use a shared method of publicising the outcomes to ensure that Arts Organisation **A** was featured.*

*Arts Organisation **A** developed a project with Artist **B**. Artist **B** was paid a fee to deliver a range of services under an informal agreement. The work was done to a high standard and all parties were happy. Artist **B** then requested licensing fees for the ongoing use of her work, along with a 'buy out' clause for its use in perpetuity. Arts Organisation **A** had not budgeted for licensing or a 'buy out' clause for the work carried out.*

*The Solution: Arts Organisation **A** found extra money to 'buy out' the use of the work for all media. Licensed uses of media created by artists are becoming more common for digital and print media use but are not always placed within*

agreements or contracts. Contracts need to state clearly at what level the copyrighted assets are available to use by the commissioner. While the commissioner may have paid for the work and the artist's time, they do not own any of the copyright or licensing of the work unless stated in the contract or letter of agreement.

Interesting facts:

Is a letter of agreement legally enforceable? A letter of agreement can be subject to scrutiny in a court of law. Normally, strong legal language is advised such as 'non-binding' to mean that is not legally binding, or 'subject to contract'. For a letter of agreement to effectively operate in law, it must have clear terms to be enforceable and be undertaken and signed by someone who has the authority to do so (ie a DIrector of a legally constituted body, or an elected representative). A letter of intent is practically the same as a heads of terms agreement in law.

Playing Nicely - How to work in partnership

How do you 'play nicely' in partnerships? Demonstrable diversity, mutual respect, shared goals and good communication are just as important as securing funding and delivering the project on time and to budget.

This section outlines an holistic and open way of working in partnership. It is aimed at organisations working with the art, community, academic and/or business sectors, but could be tweaked to fit other scenarios. It is in effect a working policy that incorporates good terms and practice among people who make creative projects.

And in the spirit of openness, it has a Creative Commons Licence - Attribution-NonCommercial **CC BY-NC**.

This means you can remix, tweak, and build upon this document non-commercially, as long as you credit Close and Remote, ie 'This document is a re-mix of 'Playing Nicely, how to work in partnership' created by Close and Remote.

The original is available here - http://www.closeandremote.net/knowledge-transfer/ where you can also find 'Playing Nicely, how to work with artists'.

To best utilise the Playing Nicely guidelines copy and paste from below and then amend and expand your own set. These are ours:

Our Shared Approach to Partnership Working

- *We will engage in reciprocal partnerships, where each partner contributes as well as receives*
- *We want people to develop enhanced skills and creativity*
- *We want to make great works/projects that surprise people*
- *We want partners to grow their practice/ways of working*
- *We want to evaluate our own performance in partnership and improve*
- *We want to achieve demonstrable diversity in our work across the board and for this to be reflected in the outcomes of what we do*
- *We want partners to allow for reflective feedback and evaluation during project work and to avoid this being done as a perfunctory measure at the end of a session. This is because the evaluation always influences and shapes the practice.*
- *We favour 'open source' approaches to knowledge sharing*
- *We are platform neutral (we want people to use the tools they are comfortable with and where possible give them informed and impartial guidance)*
- *We will use some common tools for remote working and collaboration*
- *Avoiding the culture of 'experts' but celebrating people who have great skills*

Working Method (not all of these points will be applicable to your partnership)

This is a way of describing our partnership working method.

- *To be open and direct in establishing shared and 'selfish' goals. We will agree all shared and 'selfish' goals, and work together to achieve them*
- *Working to clear terms and contracts that make the working process transparent and fun*
- *Create clear methods of communication across all partners, including who has responsibility for which areas of work and when the project will start and finish*
- *Make sure there is parity in payment, with agreements on how much paid (and possible) free time each partner puts into the project, especially whilst setting up the partnership and/or project*
- *Acknowledge that some partners may have secure, salaried employment not dependant on project funding, whilst others may be freelance or funding dependant*
- *Ensure that each partner is kept in the loop*
- *Be aware that if working in partnership with small organisations/individuals there will be different impacts in terms of capacity*
- *Understanding that we will always be direct and clear if we feel there's a problem in a working process and vice versa*
- *(To artists/academics/community workers/etc) Acknowledge our support if your project has been developed with us and goes on to greater things*
- *Acknowledge the support and input of others who have contributed to a project*
- *Understand the importance of acknowledging our network partners in what we do*
- *In most cases we want to encourage 'participants' (this could be artists, community workers, academics etc amend to suit your situation) to gain more work from working with us, but we want to avoid 'picking off'. We define this as third parties speculating on our programme/project and offer with no intention of reciprocating or acknowledging us*

Copyright and Intellectual Property

We operate an open source approach to development across our partnership. We do understand that those working with us may wish to identify or claim intellectual property within projects and programme. We imagine that 'IP' will hardly ever be a problem in delivery but that it is important to assert ownership in some cases.

In general:
- *Artists working with us own copyright automatically when they create works*
- *Our programmes are open source (DELETE OR AMEND AS NEEDED)*
- *Partners may assert greater IP control and we will respect and observe that but seek to diminish it as a barrier to practice and innovation*
- *Licensing methods for use of intellectual property may be a barrier to our involvement with third parties as we are not for profit and do not have relicensing budgets*
- *We may request 'buy out' or ownership of images made by photographers or*

videographers based on the fee arrangements. We reserve the right to negotiate 'buy out' or decline services from suppliers where copyright remains with a photographer, although we will seek mutual agreements

- *We accept that artists may bring in and take out 'IP' of their own and we do not seek to own that contractually. However, we expect artists to identify this pre-contract*
- *In cases where new intellectual property emerges with multiple parties, we expect that this will be negotiated among them*
- *We firmly hold that innovation (doing new stuff) is more useful than gatekeeping (holding title) within our working process. We accept that commercial partners and third parties may have alternative views*
- *We are not for profit and all of our funding comes from projects*

Setting up the project

The nuts and bolts of any partnership or project have some key elements that help to set the project off on the right course. Getting things sorted 'up front' saves huge amounts of time and gets creative people focussed on what they really want to do.

Partnerships between partners with different financial control systems or levels of scrutiny can take time to get going. Here are some of the common things, with suggestions on how to improve them to get things right.

Contract
The contract is the foundation of the partnership. While it is a legal document, it can also serve to summarise what has been agreed in spirit within the partnership, through an attached schedule or delivery plan.

A contract will always have:
- *The names of the parties involved*
- *Commencement date*
- *Services offered*
- *Agreed fees*
- *Payment schedule*
- *A statement on ownership of copyright and intellectual property*
- *A statement on use of imagery and licensing for other media*
- *Insured level by all parties (preferably 5 million public liability)*
- *Not conferring employment status, where an arts organisation hires an artist to do a project on a freelance basis*
- *Termination or failure details (where one party is unable to finish the project)*
- *Governing law (ie England and Wales)*
- *Signed by parties who have the authority to sign*
- *A project plan or schedule of services*

Payment Terms
The payment terms are often acquired by the lead partner in a funded project. It is therefore vital that a cash flow is undertaken by a competent person to work out how the money flows to each body in the partnership. Arts Council of England funded projects for example often have a 50%, 40% and 10% payment schedule for larger sums, which requires reporting stages to unlock the money. At the application stage it is therefore necessary to look at cash flow and who does what when.

Often, smaller organisations and artist groups don't have cash flow or reserves to get a project off the ground and a lead partner might be chosen for their ability to tide things over from their reserves. Care needs to be taken though in academic partnerships, as universities have a 'top slicing' method of extracting administrative overheads from bids. This can also be a barrier for university staff to engage in projects with creative partners. Sometimes, with large scale projects it can be expedient to 'hold' the money outside of a university system to avoid

'top slicing' and use all of the money on the project.

Artists working in a freelance capacity often work on tight budgets, which is why we have evolved the 'Playing Nicely' method. In general it is ideal to be able to pay artists within a 14 day period and this can be built into the cash flow process. In cases where there are multiple artists involved, the lead partner holding the money might be chosen for their ability to move invoices through on time. This cannot be underlined enough in a partnership project, as it often affects trust and performance particularly in the inception stages of the project you are working on.

Universities are notorious for payment systems that can be hard to navigate by artists who are self-employed. Tighter regulations by HMRC mean that the assumption is often made that all work is scheduled as PAYE, leaving artists disgruntled and out of pocket. When setting up a project you can use the HMRC employment status checker online here - https://www.gov.uk/guidance/check-employment-status-for-tax

Some simple guidance can save a lot of time!

- *Does the artist do the same thing for other organisations?*
- *Does the artist use her own equipment?*
- *Can the artist(s) decide their own times to fulfill the contract?*
- *Does the contract have a fixed price?*
- *Has the artist got a UTR (uniform tax reference) number to show that they are self employed?*

  If all of the above are true, then the artist is self-employed!

Milestone agreements

Milestone agreements or schedules annotate at what point things get done by each partner. These can be useful points too for review meetings. Commonly, people work remotely on projects now using technology and it can be productive to meet up and look at the milestones together. Most cultural projects do have 'slippage' in them, as what is written into a funding bid can be very different to the practice of delivering it.

As an example here is a set of milestones for a project that might run over a whole year:

Inception meeting (Milestone 1) - we all agree what we are doing and sign the contracts. We agree a method of evaluation for the partnership. Payment 1 released.
Milestone 2 - we review work to date and share evaluation material. How is the project doing in relation to the stated goals and proposed outcomes? Have the targets been met? If so, payment stage 2 is released, if not can we agree when then will be and revise the payment stage.
Milestone 3 - we review the work and the project is in its final quarter. A set of deliverables are in the contract and need to be checked off. This might involve looking at the work produced, agreeing any issues that need addressing and then moving on to the final stage. Once this has been done, Payment 3 is released.
Milestone 4 - This is the final milestone once the project has been set-up delivered, exhibited, performed or installed. It will also include derigging the project and preparing a final evaluation. The partnership and project are not finished until it has been properly evaluated. This might be several weeks after the final show or exhibition dates. Remind the artists and other partners of this.

Interesting facts:

Because artists work on very tight time frames they will often see the final exhibition date or performance as the date to invoice the partnership.

However, if the Milestone dates state that the evaluation has to be properly completed before the invoice is processed, then this avoids any disagreement. In general the evaluation is often not given enough weight at the end of the project, as creatives may be focussed on their work. However, for the partnership the evaluation is imperative and not a tick box exercise because it informs what happens next and builds quality.

Communication

Communication systems can vary across partnerships, even down to how and where data is held. Finding common platforms to work with can bring extra clarity and quality to the execution of a project.

A common mistake with partnership projects is to drive everything by email, with the resultant loss of data and email chains that over a period of time become cumbersome.

An important question to ask is - will there be the need for live data to be shared across computer platforms? By live data we mean ongoing insights and updates on project work in the partnership. If this is so, then it is strongly recommended to use project management software among the partners.

Often, people have become used to a workflow that has been developed within an organisation and these methods can clash. A considerable number of larger institutions still use Microsoft server based systems which have internal restrictions for third parties. People working in the cultural sector may use cloud based systems with MacOS or Linux.

A key moment in the partnership is to select the communication methods that work for the project (yes, this is obvious but not always the case).

At the time of writing (July 2018) we are recommending the following approaches:

- Build in as much face to face time as you can for reviewing creative work
- Use project management software, such as Slack for projects where people are working remotely (as opposed to long email chains)
- Use cloud based and free systems to share important docs but not sensitive data (ie Google, iCloud)
- Host a working budget in the cloud for live reporting on cash flow (share with those who need to know)
- Avoid proprietary and exclusive software that needs licensing (eg Word)
- Move away from the 'command and control' communication style (where everything goes through one person and is not delegated to the right person)
- Use technologies such as whatsapp, when projects have a live performance or preparation mode
- Understand that everyone chooses the technology they work with and the best communicators are prepared to understand the needs of others
- Where necessary make communication processes accessible to people with specific needs

Evaluation

There are many methods of evaluating a project and some are acquired by the funding strand in question. Compliance is important but some level of adaptation can also work.

Researchers use qualitative and quantitative evaluation and data gathering methods, both of which are vital to gain insights into your project.

Qualitative evaluations focus on how well the project went, what the participants thought and how the audience experienced the work. This kind of data might involve testimonials or statements gathered to reflect the work in the final report.

Quantitative evaluations focus on gathering numbers and statistics to tell how well things went. How many people came? How many new jobs were created? How many sessions were delivered to young people? These can then be used as visual graphical reporting to liven up reports.

Continuing evaluation is a process of looking at your project for the whole period, including all of the milestones. Partners can be encouraged to write down thoughts, take pictures, gather insights from others and shoot video. This is a great way to create a more nuanced view of how things went.

Here are our favourite evaluation tips:

- *Don't give a hand out at the end of a session, people want to get away and they might have been sitting in a hot (or cold) room all day. Send them a link or an email with questions afterwards*
- *Pick up insights from participants and move them around the partnership, while the project is in progress*
- *Ask artists to keep blogs and take pictures to share (and open source!)*
- *Hire in the best photographer you can afford for the final events*
- *Create a budget for a short sting (taster video) for social media to warm up interest*
- *Create a budget for a final video (no longer the 5 minutes) to share with the partnership and funders*
- *Invite people to an evaluation meeting after the event(s)*
- *Hold your nerve and get artists to properly evaluate what they have done working in partnership with you*
- *Make the final milestone payment contingent on all evaluations having been properly carried out*
- *Use your website to host the evaluation materials to solicit new gigs and partnerships*

The Arts Partnership Guidance Notes are by no means definitive and we aim to keep adding to them as we learn new things. We hope that some of this will be relevant to your partnership project and wish you all the best.