

PREAMBLE to the Letter of Agreement:

FAME Festivals have traditionally been established on a rostered basis, occurring nominally every 18 months in either January or July. The roster has been set by the Members in General Meeting, the venue circulating between the cities in which one or more of the Mandolin Orchestras are based, giving a suitable pool of volunteers to organize and run the event.

The FAME “Camp” as it has been colloquially known usually consists of a week-long residential rehearsal camp culminating in a public concert. For the sake of clarity in this document the following word definitions are used.

“**Camp**” refers specifically to the residential rehearsal period and venue, not to the overall event;

“**Concert**” refers to the main public concert or equivalent performance/culmination of the week’s rehearsals;

“**Festival**” is the entirety of the event, including the residential rehearsal period, the concert and any pre-camp or post-concert workshops or other activities included in the plans;

To avoid any uncertainty about whether FAME members in a rostered city are prepared to undertake planning of a Festival, it is best that a clear procedure is set in place that requires a pro-active approach by would-be “hosts”.

Silence from the rostered host Region cannot be taken as assent. It is quite possible, given the period of years between the establishment of the Roster by FAME members in General Meeting and the time to commence detailed planning, that circumstances in a host orchestra or host city can change markedly. It might be that it is not possible for a Festival to go ahead because of withering of an orchestra, natural disaster in the host location or a concurrent major event that makes planning or breakeven impossible. There should be no compulsion on FAME members in a Region who are unable to undertake planning and managing a Festival to go ahead, but it is incumbent on them to give as much notice as possible of this so that an alternative can be planned properly.

Members of Festival Organizing committees are to be local FAME members and/or members of the nominated incorporated “host orchestras”. They are to be nominated by well-established and financially solvent mandolin orchestras in the Region whose members undertake to assist voluntarily in the workload of setting up and running the Festival. The committees of management of “host orchestras” must accept responsibility to contribute towards liabilities in the unlikely event of financial loss arising from a FAME Mandolin Festival. It is not intended that personal liability should devolve onto the individuals nominated to the Festival Organising Committee acting in good faith. It is presumed that Incorporation of the Host Orchestras and/or FAME will protect the Festival Committee members against personal liability, however this protection is unlikely to exist if the Festival Committee members are not financial members of either an incorporated “host” orchestra or of FAME Inc. so it is recommended that Festival workers who are not members of an incorporated “host” orchestra should join FAME in order to gain this presumed level of protection against personal liability. Matters of personal liability regarding FAME Festivals have never yet been tested in the Courts so we can only assume this is sufficient protection, but it is not in the spirit of FAME or of the Mandolin Orchestras to pursue individual members for actions made in good faith.

Because an Organizing Committee may be made up of nominated representatives from more than one Mandolin Orchestra (if such exist in the host city), there must be an agreed formula for sharing any profits or losses arising from the FAME Mandolin Festival. To this end, it is necessary that the Expression of Interest includes a clear expression of this agreed formula between the Host Orchestras, and that it then be included in the Letter of Agreement.

Some time, preferably at least three years before the event, interested parties should get together, put pen to paper and outline their intentions for the Festival. A preliminary budget will give the clearest guideline to the feasibility of their ideas, and with this in hand they can then talk to the proposed “host Orchestras”, create an organizing committee and let FAME Committee of Management know they are ready to go ahead with hosting a FAME Festival. This takes the form of a written “Expression of Interest”.

Their written **Expression of Interest** and the replying **Letter of Agreement** enables the Festival Organisers to go ahead knowing they are going to be supported. FAME’s Committee of Management in turn can get on with its role of being available to support the fledgling event: very early in planning money may be required for commissioning music or for paying holding deposits on venues for camp and concert. FAME can assist if necessary with a seeding loan or grant. FAME needs to know to whom it is providing money and with whom it should be communicating, so all requests for financial assistance must be in writing from a properly authorized Festival Committee. FAME Committee may not authorize its members’ funds to be handed over without due diligence and safeguards.

In summary:

An **Expression of Interest** should be prepared by the interested people, spelling out:

- the proposed Month, Year and City of the Festival;
- a Festival Outline indicating proposed camp, concert, activities etc. This need not be fully detailed – nobody could expect it to be - but it should contain your ideas and concepts and how they become affordable;
- a broad-brush budget for the Festival showing income and expenditure streams;
- a formula to show proposed profit-sharing and shared liability to meet a loss;
- the agreement of the nominating “Host Orchestras” with their written acceptance of the liabilities involved;
- a contact address (postal and email) to enable communication between FAME and the proposing Festival Organising Committee.

The **Letter of Agreement** is just that: putting in writing what both parties require to have on record. The FAME Committee has record of the good intentions of the Organising Committee; the Organising Committee knows it has the support of FAME through its Committee of Management.

In the event of disagreement regarding financial resolution of profit/loss sharing between two or more Mandolin Orchestras, **FAME reserves the right to be Arbiter of Last Resort**. In the event of disagreement by the “Host Orchestras” with a decision made by FAME’s Committee of Management, an appeal can be made to the General membership of FAME which can then vote on the issue at a Special General Meeting of FAME.

This Letter of Agreement follows from an Expression of Interest by the Incorporated Ensembles below in organising a FAME Festival. The Expression of Interest contains a basic income and expenditure spreadsheet and outline for the event which usually includes a residential rehearsal Camp and a Public Concert.

It also includes a proposal for the sharing of a Festival profit, and a proposal for the shared responsibility for making good a Festival loss. Signing this Letter indicates that the proposals are accepted by the Host Orchestras named therein and by FAME Committee of Management, and these formulae are part of this agreement and are included as an appendix to this document.

Signing this Letter on behalf of the FAME Committee of Management recognizes that the planned event is the FAME Festival as rostered by the members of FAME in General Meeting.

This Letter outlines the spirit in which:

The FAME (Federation of Australasian Mandolin Ensembles) Committee of Management

and *(see the footnotes at the end of the document)*

(1)

.....

..... hereafter called

the Host Orchestra(s) for the FAME Festival to be held at

(2) **on** **(3)** **(date)**

will undertake to work together in the planning and conduct of the FAME Festival.

IMPORTANT AND NECESSARY COMMITMENTS:

On acceptance of the Expression of Interest presented to the FAME Committee of Management, the following terms and conditions must be adhered to.

The Festival is expected to proceed within reason according to the outline proposed in the Expression of Interest. Significant variations to scheduling, programming or budget that are likely to affect the viability of the event, or the financial liability of FAME or the Host Orchestra(s) must be communicated to FAME Committee of Management and the Host Orchestra(s) at the earliest opportunity.

It is incumbent upon the Organising Committee to obey the Laws of the land pertaining to the planning and operation of the Festival, to read FAME's Guidelines document and to give due consideration to its recommendations. The Guidelines make specific reference to some copyright, public liability and privacy legalities, but the list is not, and is not intended to be all-encompassing.

The use of the title "FAME" or any variant meaning the Federation of Australasian Mandolin Ensembles is reserved solely for those events that are approved by the FAME Committee of Management and FAME must be acknowledged in the Festival's promotion.

If a seeding loan or other grants are requested from the FAME Committee of Management, by the Organising Committee then these funds must be used exclusively for the purpose requested. Repayment by the Organising Committee to the Committee of Management of loan monies may be made as soon as practicable but certainly before submission of the final accounts to the FAME Committee of Management and before the calculations for profit sharing are completed.

Applications for grant monies by the Organising Committee will be considered by the FAME Committee of Management and approval or non-approval will be given in writing. The purpose of this is to establish a record of FAME's financial support to the Festival in the event of future applications by FAME Committee of Management or Festival Organising Committees for external sponsorship or financial assistance. Grants are non-refundable but must be used exclusively for the purpose requested. Full accountability must be recorded for each grant.

Compositions commissioned or purchased with grants from FAME remain the property of FAME and full scores and the set of original parts must be forwarded to the Committee of Management at the close of the Festival.

In the event of a profit, 50% is to be made over to FAME Inc. by the Organising Committee.

After the making over of 50% of the profit to FAME, distribution of the remaining 50% may be made between the ensembles in the Region of the FAME Festival involved in the Festival organization and operation. A proposal detailing this distribution, and a similar proposal to make good a loss (*see next paragraph*), must be drawn up by the Organising Committee and included in its Expression of Interest and submitted to the FAME Committee of Management for formal recognition. Its detail as formally recognized by FAME is an appendix to and forms part of this Letter of Agreement. Should a conflict arise over this profit sharing, reconciliation will be attempted by discussion but the decision will lie with the FAME Committee of Management. Ultimately an appeal against a decision by the Committee of Management will be heard and voted on by the FAME membership in General Meeting.

Budgeting for a loss is unacceptable to FAME as the profit generated by a FAME Festival is the principal income stream for FAME, providing the finance for FAME's assistance to future events. The Organising Committee accepts that in the event of a loss the designated Host Orchestras will be required by FAME to contribute towards making good such a loss. Unless exceptional circumstances as defined by the FAME Committee of Management exist, FAME's assets will be used to meet 50% of the total loss, the remaining percentage to be met by the Host Orchestras. The proportion of the loss to be made good will be as set out in the formula written in the Expression of Interest and, after approval by the FAME Committee of Management, become part of this Letter of Agreement and detailed in the Appendix. Should a conflict arise over this plan to make good the Festival loss, reconciliation will be attempted by discussion but the decision will

lie with the FAME Committee of Management. Ultimately an appeal against a decision by the Committee of Management will be heard and voted on by the FAME membership in General Meeting.

NECESSARY COMMITMENTS IN WHICH THE ORGANISING COMMITTEE MAY EXERCISE OPTIONS

Whilst it is essential for the Festival Organising Committee to provide a detailed plan for division of the 50% of the profit to be retained by the Festival's Host Orchestras, and a similar detailed plan for sharing in making good 50% of a Festival loss, the matter of how this amount is to be shared is for the Festival Committee to decide in consultation with the Host Orchestras. This formula, ratified by the FAME Committee is part of this Letter of Agreement (see below).

The following paragraphs concern other subjects with options open to the Organising Committee. They nonetheless represent matters which past Festival experience has shown to be beneficial.

The Organising Committee may request a loan from FAME towards the expense of:

- 1. Seeding money for deposits for booking venues, advertising and other items as circumstances warrant.**

The Organising Committee may request grants from FAME towards the expense of:

- 1. Commissioning or purchasing music for the Camp**
 - 2. Musical Director's and guest soloist's fees and camp costs**
 - 3. Possible Youth Subsidies if demand exceeds that budgeted for by FAME Committee of Management**
- and other items as circumstances warrant.

Public Liability Insurance : It is not possible for this Letter of Agreement to expand on this matter, as rules may differ between the various Australian States and New Zealand.

STATEMENT

The Festival Organisers agree that the Guidelines prepared by the FAME Committee of Management have been read and considered and will apply the recommendations in the Guidelines regarding Copyright Laws, the provision of Public Liability Insurance where necessary, the use of FAME's Music Commission Contract, and will gain the necessary permissions to make audio and visual recordings.

**SIGNED by a Representative of each of the Host Orchestras
for the ORGANISING COMMITTEE**

(1) Signed Date

(1) Signed Date

(1) Signed Date

**SIGNED by
for the FAME COMMITTEE OF MANAGEMENT**

Signed Office Date

APPENDIX:

Planned distribution of Festival Profit

Organisation	Percentage of Festival Profit
Federation of Australasian Mandolin Ensembles Inc	50
(1)	
(1)	
(1)	
Total:	100%

Planned distribution of responsibility for making good a Festival Loss

Organisation	Percentage of Festival Loss
Federation of Australasian Mandolin Ensembles Inc	50
(1)	
(1)	
(1)	
Total:	100%

- (1) Names of the Incorporated Ensemble(s) accepting the role of “host orchestra(s)”.
- (2) Nominated “host city” on the FAME roster.
- (3) Nominated year and month of the proposed FAME Camp. The Camp will usually be held in either January or July following an 18-month cycle. Alterations from the rostered time must be discussed with and approved by the FAME Committee of Management.