<Name of Hiring Organisation> (the “Company”)

<Address 1>

<Address 2>

<Address 3>

<Date>

<Name of Arts Freelancer>

<Address 1>

<Address 2>

<Address 3>

Dear <Name of Arts Freelancer>

**LETTER OF AGREEMENT**

We are pleased to engage your services as <Role eg. Production Assistant> for <Project Name eg. XYZ Festival 2020>, hereafter referred to as the “Project”.

The Terms and Conditions of your engagement will be as follows:

|  |  |  |
| --- | --- | --- |
| 1 | Start Date | <eg. 1 March 2020> |
| 2 | End Date | <eg. 31 August 2020> |
| 3 | Scope of Services | <eg. You will assist the Director of Productions in the Project.>The Company and <Name of Arts Freelancer>will agree to schedule work to the best convenience of both parties.The Company will provide access to its premises and to information, records and other materials of the Company to enable <Name of Arts Freelancer>to deliver the Scope of Services.<Name of Arts Freelancer> will provide the Scope of Services required by the Company with skill and care and in accordance with this Agreement.  |
| 4 | Fees | <eg. SGD 3,000 per month> |
| 5 | Reimbursement | <eg. The following expenses incurred in the course of performing the Scope of Services will be reimbursed: 1. Business travelling expenses
2. Out-of-pocket expenses

It is mandatory to produce legitimate receipts or proof of purchase for all reimbursements.> |
| 6 | Insurance for Work-Related Injuries  | <Name of Arts Freelancer> will be covered under the Company’s insurance policy for any injuries and/or work-related diseases that <he/she> suffers during the course of performing the Scope of Services to the Company, failing which, the Company will compensate for any medical costs that <he/she> suffers or incurs as a result of the Company’s breach of this clause.  |
| 7 | Credit and Acknowledgment  | The Company is to credit <Name of Arts Freelancer> in promotional and advertising collaterals as far as possible. |
| 8 | Intellectual Property Rights  | Copyright and all other rights of original work authored by <Name of Arts Freelancer> including but not limited to music, art, literature, and other tangible creative creations, will belong to the creator, <Name of Arts Freelancer>. |
| 9a | Suspension | Either party may immediately suspend its performance under this Agreement if the other party defaults in performing its material obligation(s) under this Agreement by notifying the defaulting party in writing.  |
| 9b | Termination with Notice | This Agreement may be terminated by either party with a prior written notice of <eg. 1> month. |
| 9c | Immediate Termination | A party may terminate this Agreement immediately by giving written notice to the other party under the following conditions:1. <Name of Arts Freelancer> may terminate this Agreement due to the Company’s failure to pay Fees on a timely basis;
2. Bankruptcy, insolvency or winding up of either party;
3. Halting of the Project;
4. Any act of fraud or dishonesty on the part of the other party;
5. Any act in any manner which bring or is likely to bring the other party into disrepute;
6. Any breach of obligation by the other party under this Agreement that is not remedied within 30 days of receiving a notice of breach from the terminating party.
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| 10 | Limitation of Liability | 1. Without prejudice to Clause 10(c) and except as set out in Clause 6, the Company’s total liability arising under or in connection with this Agreement shall, in all circumstances, be limited to the full Fees stipulated in this Agreement; and in the case of <Name of Arts Freelancer>, total liability is limited to the amount of Fees (excluding reimbursements and disbursements) actually paid to <him/her>.
2. Except for a breach of Clause 6, neither party shall have any liability for any loss of expected future business, exemplary damages or consequential or indirect losses.
3. Nothing in this Agreement shall exclude or in any way limit either party’s liability for fraud, personal injury or death caused by negligence; or any other liability to the extent such liability may not be excluded or limited as a matter of law.
 |
| 11 | Indemnity | The Company shall indemnify and hold <Name of Arts Freelancer> harmless for all costs, expenses, fees, compensation and losses that <he/she> suffers or incurs resulting from third party claims against <him/her> arising out of or in connection with <his/her> performance of the Scope of Services in accordance with the Company’s instructions, or the Company’s negligence or misconduct.  |
| 12 | Dispute Resolution  | 1. In the event of a dispute, the aggrieved party shall notify the other party and, upon receipt of such notification, the parties shall enter into good faith negotiations to settle such dispute, and the Company shall appoint <eg. a senior executive personnel of at least the seniority of a Head of Department> to enter into such negotiation with <Name of Arts Freelancer>.
2. Without prejudice to Clause 12(a) or 12(c), the parties agree that either party may opt to submit any dispute arising out of or in connection with this Agreement for mediation at the Singapore Mediation Centre (SMC) in accordance with SMC’s Mediation Procedure in force for the time being. Upon request by either party to mediate any dispute to SMC, the other party will be bound to participate in the mediation within <eg. 45 days> thereof. Every party to the mediation must be represented by <eg. a senior executive personnel of at least the seniority of a Head of Department> or its equivalent, with authority to negotiate and settle the dispute. Unless otherwise agreed by the parties, the Mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the English language and the parties agree to be bound by any settlement agreement reached. In the event that the parties do not reach settlement through mediation, either party may initiate formal dispute resolution in the Courts of Singapore.
3. Mediation should not be a barrier to either party bringing any applicable dispute to the Courts of Singapore, including the Small Claims Tribunal.
4. Each party irrevocably submits to the exclusive jurisdiction of the Courts of Singapore.
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| 13 | Exclusion of Third Parties | A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms. |
| 14 | Confidentiality | <Name of Arts Freelancer> shall not disclose to any third parties any confidential information relating to and including the contents of the Project that has been made available to <him/her> or the Terms and Conditions of this Agreement. <He/She> shall not reproduce the confidential information or any part thereof in any format except as needed to perform the Scope of Services or with the Company’s written consent. Whenever requested by the Company, <Name of Arts Freelancer> shall promptly return to the Company all tangible materials to the extent containing confidential information and/or delete confidential information saved in electronic storage media that is under <Name of Arts Freelancer>’s possession, custody or control. |
| 15 | Data Protection | For the purposes of the Personal Data Protection Act, <Name of Arts Freelancer> consent to the collection, use and disclosure of all or any personal data in physical, electronic or any other form relevant to <his/her> engagement by the Company and any agent or third party nominated by the Company for the purposes of establishing, managing or terminating <his/her> engagement relationship with the Company. |
| 16 | Entire Agreement and Variation | This Agreement constitutes the entire agreement between the parties and supersedes any and all agreements reached prior to the date both parties sign this Agreement. No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by or on behalf of each party. |
| 17 | Governing Law | This Agreement is governed by the laws of the Republic of Singapore. |

Upon acceptance of this offer, kindly acknowledge on both original Agreements **and**

**return one Agreement to the Company** within <eg. 3 days> of receiving the Agreement.

Yours sincerely

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

<Name of Person representing the Company>

<Title of the above Person eg. Artistic Director>

<Name of Company>

**DECLARATION**

I, <Name of Arts Freelancer>, hereby declare that I have fully read and understood the

Terms and Conditions stated in my Letter of Agreement.

I accept and have verified that the following payment details are correct.

Payment Method <eg. By bank transfer to the following bank account

 Name of account holder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Bank account number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_>

Payment Frequency <eg. Monthly on 20th of each month>

Dated\_\_\_\_\_\_\_\_ (day) \_\_\_\_\_\_\_\_\_(month) \_\_\_\_\_\_\_\_\_(year)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

 <Name of Arts Freelancer>

<IC No. /FIN of Arts Freelancer>