

# AGREEMENT OF COLLABORATION

BETWEEN

**METROPOLITAN NASHVILLE ARTS COMMISSION AND AMERICANS FOR THE ARTS**



DATE: OCTOBER 8, 2021

PROJECT: NATIONAL DIVERSITY IN ARTS LEADERSHIP INTERNSHIP PROGRAM

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This agreement entered into October 8, 2021 by and between Americans for the Arts (“AFTA”), an incorporated educational association, which is headquartered at 1000 Vermont Avenue, NW, 6th floor, Washington, DC 20005 and **Metropolitan Nashville Arts Commission**, located at **1417 Murfreesboro Pike, Nashville, TN 37217** (the “COORDINATING AGENCY”) provides the rights, obligations, and considerations between both parties (the “Agreement”).

Contractual activity shall be under this the direction of the Equity in Arts Leadership Program Manager at AFTA (the “PROJECT MANAGER”).

## RECITALS

### Purpose

- WHEREAS, this Agreement describes the collaboration and responsibilities between AFTA and the COORDINATING AGENCY whereas AFTA will provide financial and technical assistance and COORDINATING AGENCY provides matching funds and for the COORDINATING AGENCY to implement a “Diversity in Arts Leadership Internship Program.” (“DIAL Program”).
- WHEREAS, the collaboration between the parties begin on November 1, 2021, and ends September 30, 2022.
- WHEREAS, the parties understand that any change in the budget or in the timing of funds releases COORDINATING AGENCY and AFTA from performance obligation unless and until an updated statement of collaboration is agreed to in writing.
- WHEREAS, COORDINATING AGENCY, in addition to investments in the arts, works to provide leadership to the community in arts and cultural planning initiatives and leveraging impact for the enhancement and elevation of quality of life for residents and visitors.
- WHEREAS, AFTA’s mission is to serve, advance, and lead the networks of organizations and individuals who cultivate, promote, sustain, and support the arts in America. The two groups share a common commitment to shared values (below) promoting this connection to create healthy vibrant and equitable communities impacted through leadership development.
- WHEREAS, the parties’ mutual goals are to: expand access to those from underrepresented backgrounds in arts leadership; co-create improvements to intern, staff, and board recruiting, hiring, and inclusion policies and practices; and ignite local ecosystem of support for young leaders and local arts communities, including funders, private and public sector mentors, arts leaders, and community members.



Now, therefore, in consideration of the Recitals, and the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AFTA and COORDINATING AGENCY agree as follows:

**1. Scope of Program**

Through the Diversity in Arts Leadership Internship Program (the “DIAL Internship”), COORDINATING AGENCY along with AFTA will provide technical assistance to help establish a summer internship program for undergraduate interns from backgrounds underrepresented in arts leadership that includes placement with an Arts Host, mentor pairing, and a curated set of programming.

**2. Definitions**

**COORDINATING AGENCY:** The COORDINATING AGENCY for the internship program is responsible for the implementation of the complete program in the local community including the fundraising, program administration, and selection of interns.

**INTERNS:** Students who have completed at least their first year in college and are enrolled in an undergraduate program at the time of application submission. Students are recruited from colleges and universities and are selected by COORDINATING AGENCY and AFTA through an application targeted to arts-related and business-related departments, career planning and placement offices, and appropriate peer/student networks. The students experience a work week consisting of up to 30 hours of direct management assistance, independent research or project management, and professional development for 10-weeks during June, July, and early August. Students are compensated directly by either the COORDINATING AGENCY or their arts host under a full or partial regrant, as determined by the COORDINATING AGENCY.

**ARTS HOST:** Arts Host agencies provide assignments, virtual access to essential office materials, and the direct supervision of the intern on all projects in the program. The Arts Host agencies are selected by the COORDINATING AGENCY based on their soundness and stability, evidence of professional staff management and an active board, and their ability to complete the proposed management experience while giving the students a valuable experience in the arts.

**MENTOR:** The mentor is a person selected by the COORDINATING AGENCY, based on their interest and involvement in the arts community, to advise the INTERN.

**3. Role of AFTA**

AFTA staff will be partnered with the COORDINATING AGENCY staff on the development of the DIAL program and will provide some technical assistance for local implementation of the DIAL Internship over the course of the Agreement. AFTA staff will:

- a. Incubate the DIAL program nationally in partnership with ready and committed local arts agency partners (AFTA activities outlined in more detail in Attachment A).
- b. Assist in recruitment, selection, and matching of intern candidates from a national pool.
- c. Provide a DIAL Manual for implementation, remote training, and technical assistance to local arts agency leaders about effective internship program host practices.
- d. Provide open access to recruitment, selection, evaluation, and other templates and guides as resources for effectual program administration (see exhibit A).
- e. Conduct initial DIAL orientations for all arts hosts and mentors on topics of cultural equity.

- f. Provide online evaluation surveys for interns, Mentors, and Arts Hosts and distribute local raw data to COORDINATING AGENCY.
- g. Connect Arts Hosts, local arts agencies, and interns to each other and national networks of arts administrators.
- h. Host professional development series, DIALogues, for all DIAL National participants.

#### **4. Role of the COORDINATING AGENCY**

COORDINATING AGENCY will lead the DIAL Internship project in the organization's home community, and will coordinate with local partners, including Mentors and Arts Hosts, in the implementation of the DIAL Internship. The COORDINATING AGENCY will:

- a. Demonstrate the commitment, administrative readiness, and understanding of the demographics of community through the DIAL contract.
- b. Commit to maintaining a DIAL program of 5 interns the summer 2022 summer program.
- c. COORDINATING AGENCY commits staff time, programming curation, and funding to sustain intern stipends, administrative time, and program expenses.
- d. Recruit, select, match, and contract with a pool of Arts Hosts with intern projects that are challenging and substantive and enable the intern to work in meaningful ways for up to 30 hours per week.
- e. COORDINATING AGENCY may determine how intern stipends will be disbursed. Either COORDINATING AGENCY or the Arts Hosts will pay interns directly. If Arts Hosts pay interns directly, COORDINATING AGENCY may fund arts hosts under a full or partial grant.
- f. Recruit, select, match, local Mentors that are committed to acting as mentors for the 10-week period of the internship.
- g. COORDINATING AGENCY has the ability to run its own application process for intake of all host, mentor, and intern applications.
- h. Select a pool of five (5) interns from the application. The determination of whether an applicant is qualified shall be made by COORDINATING AGENCY in its sole discretion with advice and guidance from AFTA. Note: If approved in advance, host communities may source additional interns, but will be fully responsible for all costs for those interns in all years.
- i. Provide funding as described in Section 5. Organize and implement 10 weeks of programming for the Interns to learn and be together including intern, arts host, and mentor orientations, mentor-mentee meetup, reflection sessions, at least three (3) cultural events, site visits with arts host institutions, opening and closing ceremonies, and other learning and social bonding opportunities. (See Attachment E: Sample Summer Programming Calendar.
- j. Participate in biweekly check-ins with other COORDINATING AGENCIES hosting interns and AFTA.
- k. Refer to the program as the "Diversity in Arts Leadership (DIAL) internship". This includes logo placement on all internship materials.
- l. If possible, document and catalogue all activities of the internship.

#### **5. Funding**

Funding for this project is managed and collected by the COORDINATING AGENCY. COORDINATING AGENCY is responsible for their portion of funding of the DIAL Internship, including but not limited to intern stipends, an annual program participation fee, fee per intern for DIALogues – our professional development series, and any other program costs. Budget breakdown and the budget timeline are outlined in Attachments B and C). COORDINATING AGENCY may determine if they will pay Arts Hosts who will pay stipends to interns or if COORDINATING AGENCY will pay interns directly. Any change in the

budget or in the timing of funds releases COORDINATING AGENCY and AFTA from performance obligation unless and until an updated statement of collaboration is agreed to in writing.

**6. Intellectual Property Rights**

Any materials developed by AFTA are the property of AFTA. AFTA grants to COORDINATING AGENCY an irrevocable, perpetual, royalty-free, worldwide license to record (including via video and/or audio), photograph, copy, publish, distribute, and create derivative works of the workshops and materials in any format, including electronic, and may include the same as part of a collection or compilation. AFTA has a policy of crediting the original work in future use and reserves the right to include the name, biographical information, and photograph in any distribution. Copyright ownership to any recording, photograph, collection, compilation, or derivative work shall reside with AFTA. AFTA is not in the business of commercially distributing artistic works or performances, and the above does not give AFTA the right to engage in such business with respect to the performance by the COORDINATING AGENCY of an original artistic work.

Any intellectual property owned by a Party prior to the start of the Agreement shall remain the property of that Party. AFTA grants the COORDINATING AGENCY a non-exclusive, non-transferable, limited license to use the AFTA name and associated marks for the purposes of publicity and recruitment to the program. After the term of the agreement has run, METRO shall have no right to continued use of AFTA's intellectual property.

**7. Force Majeure**

Notwithstanding any other provisions in this agreement, in the event that the performance of any obligation under this agreement is prevented due to acts of God, war, terrorist hostilities, civil disturbances, strikes or lockouts, outbreak of disease or illness that impede the ability to present or host the program virtually or in person where the host city or ability to travel/participate is not permissible or deemed inadvisable, as reported by the World Health Organization or the US Centers for Disease Control, and government regulations restricting travel (should travel be required), neither AFTA nor the COORDINATING AGENCY shall be responsible to the other for failure in performance of its obligations under this agreement.

**8. Fax, PDF or Electronic Execution**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which when taken together will constitute one in the same instrument. This instrument sets forth the entire agreement between parties and does not become effective until copies of the contract are executed by all parties. This agreement may not be altered, changed, modified, or waived in whole or in part except by written addendum signed and/or initialed by both parties. This Agreement may be executed by fax, PDF, or electronic signature, and a fax, PDF, or electronic signature shall constitute an original for all purposes.

**9. Entire Agreement; No Third Party Beneficiaries**

This Agreement and all exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The exhibits to this Agreement are incorporated into and form a part of this Agreement. This Agreement does not, and is not intended to, confer any rights or remedies upon any person other than the parties.

**10. Amendments; Waiver**

The parties may amend this Agreement only by a written agreement signed by both parties. No provision of this Agreement may be waived, except as expressly provided herein or pursuant to a writing signed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no "course of dealing" between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion or against any other person.

**11. Assignment**

No party may assign this Agreement, or assign or delegate any of its rights, interests, or obligations under this Agreement, voluntarily or involuntarily, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any purported assignment or delegation without any such required consent will be void.

**12. Severability**

In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Agreement is invalid, illegal or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so limited.

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**Consent**

The parties have demonstrated their consent to the above terms and conditions by signing below on the dates indicated.

**AMERICANS FOR THE ARTS**

*Nolen Bivens*

\_\_\_\_\_  
Nolen Bivens  
President & Chief Executive Officer  
Americans for the Arts

Date: 10/6/2021

**COORDINATING AGENCY**

*Caroline Vincent*

\_\_\_\_\_  
Signature

Caroline Vincent  
Printed Name of Individual

Metro Arts: Nashville Office of Arts + Culture  
Business Name (if applicable)

Date: \_\_\_\_\_

**AMERICANS FOR THE ARTS**

*Ruby Lopez Harper*

\_\_\_\_\_  
Ruby Lopez Harper  
Vice President, Equity and Local Arts Engagement  
Americans for the Arts

Date: 10/6/2021

**AMERICANS FOR THE ARTS** Project Manager \_\_\_\_\_

*ML*

**SIGNATURE PAGE  
FOR  
GRANT NO. FY22-23 AFTA DIAL Grant**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

*Caroline Vincent*  
Metro Arts, Department

10/6/2021  
Date

APPROVED AS TO AVAILABILITY  
OF FUNDS:

*Kelly Slannery [unclear]*  
Director of Finance

11/1/2021  
Date

APPROVED AS TO RISK AND INSURANCE:

*Balogun Cobb*  
Director of Risk Management Services

11/02/2021  
Date

APPROVED AS TO FORM AND  
LEGALITY:

*Matthew Garth*  
Metropolitan Attorney

11/02/2021  
Date

FILED:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

# GENERAL

## ATTACHMENT A

# AGREEMENT

AFTA activities include:

1. Incubate DIAL program nationally in partnership with ready and committed local arts agency partners. AFTA will maintain this partnership with local COORDINATING AGENCY who has demonstrated that they operate in a context which is ready to create a nurturing and community-based approach to developing young leaders in arts management and a commitment to creating an ecosystem of cultural equity and support for the arts and young leadership. In addition, COORDINATING AGENCY demonstrates that they can meet the financial, staff, space and network requirements to implement a successful program.
2. Assist in recruitment, selection, and matching of intern candidates from a national pool through common applicant tracking system. AFTA will assist COORDINATING AGENCY in the recruitment of interns from a national pool and help vet them through our centralized applicant tracking system. The COORDINATING AGENCY then makes the final intern/arts host/ business mentor matches.
3. Provide DIAL Manual, remote training, and technical assistance to local arts agency leaders about effective internship program host practice. AFTA will provide COORDINATING AGENCYS with DIAL Manual to assist with program implementation, as well as virtual technical support including orientations, and access to information that assist COORDINATING AGENCYS in implementing a solid core program. AFTA will schedule a national virtual orientation for arts hosts, mentors, and interns and will advise COORDINATING AGENCY to develop complementary local orientations.
4. Provide open access to technical recruitment, selection, evaluation, and other templates and guide resources for streamlined program administration including but not limited to:
  - Recruitment
    - Targeted School Recruitment Language
    - Intern and Arts Host Applications/ Requirements
  - Selection
    - Selection Rubrics
    - Selection Interview Questions
  - Onboarding
    - Contracts and Expectations Document (Intern, Mentor, Arts Host)
    - Orientation PowerPoints and Materials (Intern, Mentor, and Arts hosts)
    - Intern Pre-assessment
    - Orientation Activity Prompts
  - Programming
    - Opening and Closing Ceremony Templates
    - Site Visit Protocols
  - Evaluation
    - Arts Host, Intern, Mentor post-program evaluation questions
    - Longitudinal Alumni Survey Questions
5. Provide online evaluation surveys for interns, mentors, and arts hosts and distribute local raw data to COORDINATING AGENCY.



AFTA will provide a centralized survey system to capture intern, arts host, and mentor data through pre- and post-program evaluations and return local-level raw data to COORDINATING AGENCY.

6. Connect arts hosts, local arts agencies, and interns to national networks of arts administrators. AFTA will connect COORDINATING AGENCY and arts host supervisors together to build themed communities of practice. AFTA will connect interns to a national network of DIAL alumni via the existing LinkedIn Alumni Group.

# GENERAL

## ATTACHMENT B

# AGREEMENT

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Project Timeline:

- 1) Promotion of Internship
  - a. December 2021.
- 2) Selection Process
  - a. The intern, mentor, and arts host applications will be open from December 2021 to January 2022.
  - b. The selection of the applications will take place January to March 2022.
- 3) Program Implementation
  - a. Development of the DIAL internship will take place between January 2022 – June 2022
  - b. Orientations will take place May 2022.
  - c. The DIAL Internship will be implemented between May 31, 2022 to August 4, 2022.
- 4) Evaluations
  - a. Will be completed by September 2022.

# GENERAL

# AGREEMENT

## ATTACHMENT C

### 1-Year Program Budget

	Unit Cost	Notes
<i>Internship Stipends</i>	\$4,500 per intern	Minimum of 5 interns - \$22,500 (direct to intern)
<i>DIAL National Program Annual Participation fee (includes Handbook)</i>	\$500	<i>Flat rate</i> <i>(To Americans for the Arts)</i>
<i>DIALogues</i> <i>(Professional Development Series)</i>	\$99 per intern	Minimum of 5 interns - \$495 <i>(To Americans for the Arts)</i>

Baseline fee to Americans for the Arts - \$995

Baseline Program Costs - \$23,500