

Ecumenic Creative Operations



<https://ecumenic.github.io>

Contract Model

<https://github.com/ecumenic/project/blob/master/Ecumenic%20Creative%20Operations%20Contract.pdf>

1. Contract Summary:

We present the transaction involved parties (2), the contracted service (3) we offer, our contracting process (4) and its minimum conditions (5). From this we may explain our project execution procedures necessities (6), our briefing analysis method (7), how it is to be planned (8) in its schedule (9), juridic regularization (10), production procedures (11), and assets finances (12) so we may co-develop our budget (13) and arrange the necessary documentation (14) to proceed to our contract signature.

2. Parties To The Contract:

- ◇ **The Contractor:** Also referred to as “You”, the individual or institution authorised representative of the client, requesting the services of the Ecumenic Creative Operations.
- ◇ **Ecumenic Creative Operations:** Also referred to as “We”, “Us” and “Our”, the primary designer and service provider, development community.

3. Contracted Service:

- ◇ **The Project:** Ecumenic Creative Operations will issue you with an estimate budgeted scheduled plan written formal counter-proposal outlining our interpretative feedback of your briefing, the scope of possible works, our optimum methodologic analysis, deliverable assets and production limitations of service. For the purposes of this document the project may also be titled “proposal”, “work”, “process”, or “artwork”.

4. Contractual Conditions:

- ◇ **Rule-Of Law Acceptance:** Acceptance of the Ecumenic Creative Operations proposal provides you deemed acknowledgement and agreement to our contract and its terms and conditions. Fixed Fee components of estimates are firm for three months from the date of proposal. Proposals not accepted within that time may be subject to adjustment. We will not be held liable for any legal infringements resulting from third-parties and must you will indemnify us from any third-party claims made against us in connection with materials included at your request.
- ◇ **Project Compliance:** If you appoint us to develop a collaborative processual artwork for you or your institution on an event and(or) in an ongoing basis you are committing to secure our following of our project (<https://bit.ly/ecumenic-project>) and its license agreement (<https://bit.ly/ecumenic-license>), global standards compliance (<https://bit.ly/ecumenic-compliance>), code of conduct (<https://bit.ly/ecumenic-conduct>), collaboration guidelines (<https://bit.ly/ecumenic-collaboration>), ecosystem analysis (<https://bit.ly/ecumenic-ecosystem>), ecomuseologic curatorial artsraft program (<https://bit.ly/ecumenic-ecomuseology>), and ecocreativity aesthetics research (<https://bit.ly/ecumenic-ecocreativity>) and this business contract.
- ◇ **Transparency And Confidentiality:** Our data is open to public. You allow rights of access to all necessary agreed location usage, technical equipment and support staff, as required, in order to complete the project, including the necessary computational networks permissions, usernames and passwords. We undertake not to misuse any confidential information that may be made available to us. The contractor is responsible for keeping confidential informations, databases, passwords, and usernames in their proper security.

- ◇ **Exclusivity:** We do not work on an exclusive basis unless this has been specifically negotiated, so we are open to multi-projects development when this won't in any way affect the first project schedule. This is specially useful when visiting an specific location distant from ours and(or) abroad.
- ◇ **Site-Specificity Compatibility:** Projects created by us will be developed for your local community. Crossculturality laic and interfaith compliances testing will be implemented throughout the whole process but we cannot guarantee an all encompassing acceptance of the same. Compatibility is defined herein as all critical elements of each project trying to be respectful to dignified interfaith creativity ecosystem nourishing. The contractor is aware that some crusscultural technologies may require continuous updating, new social interfaces, state cooperation, and civil enterprises development. We are not responsible for communitary incompatibilities but are opened to new projects.
- ◇ **Contractual Commitment:** These contractual terms are to be maintained, preserved, and protected by all involved parties until the end of the joint collaboration as agreed.

5. Contracting Procedures:

- ◇ Colaboration Procedures Review.
- ◇ Initial Proposal Preparation.
- ◇ Meeting Schedule (Online If Abroad).
- ◇ Work Team & Conditions Presentation.
- ◇ Collaborative Viability Development.
- ◇ Project Execution Conditions Review.
- ◇ Contract Conditions Review.
- ◇ Structure Your Proposal.
- ◇ Joint Reliability Review Our Project.
- ◇ Formal Project Preparation.
- ◇ Contract & Documents Preparation.
- ◇ Project Budget Engineering.
- ◇ Contract Acceptance & Signing.

6. Project Execution Conditions:

- ◇ Respectful Collaborative Relations.
- ◇ Non-Violent Precise Communication.
- ◇ Dignified Opportunities Equality.
- ◇ Freedom-Of-Speech Preservation.
- ◇ Monitorable Processual Auditorability.
- ◇ Compliant Detailed Specific Briefing.
- ◇ Scheduled Co-Projecting Engineering.
- ◇ Abroad Transfer & Shipping.
- ◇ Abroad Comfortable Accomodations.
- ◇ Processual Audiovisual Documentation.
- ◇ Budgeted Accountability.
- ◇ Fair-Trade Lawful Steadfast Payment.
- ◇ Safe & Healthy Working Conditions Provision.
- ◇ Execution Technical Conditions Meeting.
- ◇ Project Specific Collaboration Staff.
- ◇ Training Consultancy & Craft Outsourcing.
- ◇ Production Public Presentation.

7. Briefing Analysis:

We follow ou collaboration guidelines (<https://bit.ly/ecumenic-collaboration>) when evaluating contractors, voluntary contributors, and hired outsourced consultants and workers.

8. Collaboration Plan Architecture:

◇ **Reporting Contact:** Once the startling deposit has been received and our collaboration has commenced, a representant of the contractor to whom we may report must be designated for us, and be available via email or phone, able to answer all questions and complete tasks throughout the project design and development process.

◇ **Staff Preparation:** Due to the sensible issues our projects deal with we rely on the contractor to prepare the collaborators involved with us to act respectfully when working with us.

◇ **Collaborative Project Design:** You must supply materials and information required by us to complete each procedure proposal, otherwise we must find other possible development until we arrive at a concordant specific agreement. Such materials may include, but are not limited to photographs, written copies, logos, and other archive inputs concerning our project's theme.

◇ **Scheduled Budgeted Plan Approval:** We will take all reasonable care to check designs and strategies proofs carefully for accuracy in all respects. However, it is considered the contractor's responsibility to check all project carefully before final sign of the contract. We are not liable for errors or omissions once this sheet is signed.

- ◇ **Project Support Period:** You will decide for a project support period. We encourage you to use this time carefully because our technical support rates are based on 200% of project's values, although they depend on the frequency and complexity of the issues. The support period is limited to the troubleshooting and fixing of items, contents, and functionality of the project assets as specified in the initial proposal. Support or additional training requirements will be considered a new work and will demand a new contract.
- ◇ **Cancellation:** Should the project be postponed or cancelled by the contractor after its signature, then you shall be liable for our fees, costs and expenses.

9. Schedule Engineering:

- ◇ **Scheduling Shares:** We need a healthy division of our work time including approximately: faith-basement meditation & worship of 10%, integral personnel nourishment of 20%, institutional administration of 15%, theoretic education: 15%, and practical production execution of 40%.
- ◇ **Schedule Delays:** Our schedules are estimates that we give reliant upon collaborators providing us with accurate and timely information and materials. During development there is a certain amount of feedback required in order to progress to subsequent phases.
- ◇ **Emergencial Extra Work:** Where required, milestone meetings, calls, training sessions will be costed into each stage as itemised in our budget. Should additional meetings be requested or special presentations required, these will be charged at specific rates according to the schedule of the work based on our hourly rate. You will be notified if a meeting or call is in excess of the anticipated project scope. If third-party consultants, training or supervisory services are required you will be notified in the budget and(or) during the process. We may not be held liable from delays from third-party productions and rely on your help assuring their proper deployment.

10. Regularization Engineering:

- ◇ **Copyright:** The contractor agrees to exercise due diligence in their content copyright direction of materials shared with us being responsible for their all trademark, service mark, and patent infringement clearances. You are also responsible for arranging, prior to publication, any necessary legal clearance of materials we prepare. You must not provide us, or request us to include in the project, any material that infringes the law or any third-party rights.
- ◇ **Media Consentment:** Due to the fair-trade compliance of our code of conduct, in order to evade cultural biopiracy and to foster data-protection guidelines, any form of traditional aesthetic prospecting shall be recognized, and its usage consented to be documented and(or) remixed through written authorization.
- ◇ **Invitation Letter And Press-Release:** We need official institutional invitation letter expliciting your endorsement of the project, as well as a press-release, to ease our bureaucratic procedures.
- ◇ **Bureaucratic Authorizations:** We may need your know-how assistance in acquiring the right local auditorial certifications for the execution of our collaboration such as artist business visas or infrastructure authorizations as cooking allowance.
- ◇ **Certifications:** We do not guarantee any specific certification results for collaborators but may participate in certified processes from the contractor dispensing its own verifiable accountable certification.

11. Production Engineering:

- ◇ **Outsourced Services:** Although reasonable care will be taken when recommending sustainable ecologically-correct manufacturers, services and suppliers, responsibility cannot be accepted for any product failure or consequent production losses. In the absence of negligence on our part, however, we are not responsible for loss, destruction or damage or unauthorised use by others of such property. We will use our best efforts to ensure quality and timely delivery of all projected artworks. If you select your own vendors, other than those recommended by us, you may request that we coordinate their work. If at all possible, we will attempt to do so, but we cannot in anyway be held responsible for quality, price, performance or delivery.
- ◇ **Assets & Productions Approval:** We encourage you to review the content and functionality of the project productions before putting it live to exhibition and(or) performances. We are not liable for errors or omissions once you have approved the project to go live.

◇ **Modifications And Optional Services:** Any modification or alteration which increases the time or amount of services to complete the project beyond the proposed and stated in our contract may result in supplementary charges. We will do our best to find free-libre open solutions and(or) promptly notify you of paid-only production recommendations. If your proposal or estimate contains items marked as optional, you will be charged for these in addition based on the price present in the budget.

◇ **Disbursements & Out Of Pocket Expenses:** Fees for our project do not include outside purchases such as, but not limited to, infrastructural fixing, tools buying, web hosting and domain services, themes and addons, widgets and plugins, printing, photography, stock imagery, colour printouts, illustrations, shipping and handling, or courier services otherwise itemised in our budget.

◇ **Transfer, Shipping & Accomodation:** The project staff, including outsourced consultants and workers, from other locations must have accommodation, meals, and transportation as well as materials, tools and artworks shipping will be paid by the contractor. Reimbursement for mileage is calculated at their own percentage of pricing rates. These items will not be accrued without your prior knowledge. Known anticipated disbursements will be itemised in the budget.

◇ **Fair-Trade Procurement:** Fees estimated in this proposal are done so for the purpose of budgeting. The costs are generated from experience based on similar projects or a paid market analytic one on-demand. Fees are subject to differ in the project execution locality and time, reason for what we recommend a error provision budget. Should there be any additions or alterations to the brief we will keep the contractor informed of their due reason with documental proofs.

◇ **Qualification Training:** We may offer creative and craft projects training for local individuals, businesses and institutions as an additional service. Unless outlined in the project budget, or specifically requested as part of the process, creative & craft training is not included. This service is available at an additional cost.

◇ **Technical Errors:** We use third-party services and open-source technology. Whilst every endeavour will be made to ensure that the project are free of errors at the time of delivery we cannot be held responsible for any losses incurred due to technical malfunction of assets, therefore additional costs arising cannot be inputed to us.

12. Financial Engineering:

◇ **Advertisement:** No form of advertisement is allowed to be done without previous authorization of all involved parties in its production process and(or) content.

◇ **Assets Ownership:** Both the Ecumenic Creative Operations and the contractor own the copyright to any bespoke artwork created in any media in the project that may be recreated using our license agreement. Any third party photography, stock imagery, multimedia documentation, and copyright materials are also under our license. Nor we nor the contractor own rights for any of our third-party outsourced methodologies or technologies, so both parties commit to promote them transparently.

◇ **Production Usage:** After the completion of the project, we might include it to promote our portfolio and do feature presentations on our media otherwise agreed.

13. Budget Engineering:

◇ **Tithe Recommendation:** We strongly recommend you to also invest a minimum 10% tithe of your pro-labore share of this project's value in a coherent transparent charity foundation of your preference.

◇ **Solidary Economy Pricing:** Due to our project site-specificity we must research the following items together: Project Variable Costs Pricing. Consider Early Bird Adoption Discounts. Accomodation & Transfer Reservation. Local Nourishment Pricing Estimation. Equipment & Scpecial Artwork Shippings. Currency Exchange Rates. Supply & Demand Quota Rates Variation. Artistic Union Contribution Values. Reliable Health & Travel Insurances. Insalubrity Additional Hazard Pay. Optimum Bank Transaction Rates. Fair-Trade Dignified Diverse Team Assembly. Translation & Professional Assistant. Physical & Technical Preparation. Presentation & Exhibit Fees Comissions. Aggregate Products & Craft Supply. Specialist Third-Party Consultancies. Further Added Value Intermediated Works. Program Publishing & Website Building. Outsourced Production Shipping Costs. Marketing Campaign & Launch Event. Lawful Accountancy With Carbon Trail. Technicaily Assisted Error Provision Budget. Expected Billing & Feedback Expectations. Ecologic Footprint Regenerative Measures.

- ◇ **Budget Commitment:** We commit and expect your commitment to our budgeted plan under the rule-of-law which demands our collaborative effort in the construction of it in the most simple way.
- ◇ **Fund-Raising:** We are opened to pitching other sources of support for our collaboration provided they are compliant to our project's ethic principles and guidelines and this duty be accounted as a paid service.
- ◇ **Payment Conditions:** We accept payment via direct bank deposit or through online transfer to it, or faircoin deposits as agreed. Budget will be delivered by contract signing and invoices by the end of the project production relating to every costs of the work done to that date.
- ◇ **Scheduling Of Payment:** The client agrees to settle accounts within 7 days of contracting. Accounts outstanding for a period in excess of 14 days may be subject to an additional administration charge of 5% of the balance due. If the contractor does not provide expected information or respond to us in the scheduled time we will use the best costless free-libre open-source options available but may not be held liable for for any loss, damage, or change resulting from agreements not being met.
- ◇ **Preliminary Deposit:** A 50% deposit of the total fee payable under our proposal for the project is due before work will commence. The remaining amount will be due in accordance with the project stages outlined in your final budget. We reserve the right not to commence any work, or further project stage, until the deposit has been paid in full, or fees payable for previous work have been paid in full.
- ◇ **Third-Party Licensing:** We curate other cultural projects and the creation of new products you may want to install in your projects manage these without us. You are free todo so following our license agreement duties in attributing our collaborative project as this technology's source.

14. Documentation Engineering:

- ◇ Structured Briefing Starting Proposal.
- ◇ Compliance Reliability Engineering Plan.
- ◇ Invitation And Reference Letters.
- ◇ Formal Authorizations Needs.
- ◇ Locality Maps & Facilities Blueprints.
- ◇ Technical Appareil Available Table.
- ◇ Collaborating Staff Portfolios And(Or) Cvs.
- ◇ Third-Party Partnerships Recommendations.
- ◇ Fund-Raising Prospection.
- ◇ Banking Transaction Guidelines.
- ◇ Abroad Visa Acquisition Information.
- ◇ Abroad Transfer Tickets, Route, And Reception Guide.
- ◇ Abroad Healthy Comfortable Accomodation Reservation Ticket With Photo.
- ◇ Just Fair-Trade Contracts Including Voluntary Participants & Paid Workers.