

A Collaboration Agreement


made on



between

The University of Sheffield,
t/a **The Centre for Equity and Inclusion**
Western Bank, Sheffield S10 2TN
["the Centre"]

and



["the Partner"]

The Centre and the Partner ("the Parties") agree on the following clauses as set out in this Agreement:

- | | |
|------------------------------------|----------------------------|
| 1. Preamble | 12. Confidentiality |
| 2. Glossary | 13. Force majeure |
| 3. Collaboration | 14. Miscellaneous clauses: |
| 4. Conduct of the project | • Severance |
| 5. Costs and payments | • Rights of third parties |
| 6. Intellectual property | • No partnership |
| 7. Publicity and Presentation | • Entire agreement |
| 8. Liability | • Counterpart copies |
| 9. Termination | 15. Governing law |
| 10. Consequences of
termination | |
| 11. Dispute resolution | |

Acknowledgments

Signed on behalf of the Centre:

Signed on behalf of the Partner:

Name:

Name:

Date:

Date:

I. Preamble

A Visual Contract – This is a contract where visual, legal and interpretative information is set alongside each other so that different kinds of knowledges can come into play within legal relationships. This approach arose from artistic workshops commissioned by the Centre and held with diverse civil society organisations in Sheffield. Participants wanted to articulate their contractual obligations in ways that embraced more equitable and supportive values than those found in boilerplate contracts. By foregrounding the ethics and value systems from their own cultures, this visual contract aims to create more empathetic and culturally relevant legal relationships for the parties.

How To Play – While this Agreement can be read in a linear way, its card format invites Parties to put random clauses together and find grouped meanings or new connections across obligations. For example, if Parties need to refer to a particular clause, they may also draw more cards, reading these together to further explore/develop the overall values of their relationship.

The Schedules – The aims/scope of this agreement can be found the Schedules which are separate documents but form part of this Agreement. The Schedules may include, but are not limited to:

(A) scope and description of the project; (B) the project budget; (C) fee/payment schedule; (D) project/work schedule; (E) shares in intellectual property owned by each party; (F) attribution wording; (G) specific roles and responsibilities of each party.

2. Glossary

"Agreement" means contract.

"Attribution" means the wordings used to credit someone.

"Background Intellectual Property" means any Intellectual Property owned or controlled by a party prior to the start of the Project.

"Collaboration" means the Project or the project relationship.

"Condition" of the Agreement refers to a provision that is of vital importance so much so that if it is breached, it undermines the Project altogether.

"Goodwill" means more than just friendliness, but includes the business meaning, which is the value that an organisation has from its reputation, brand and stakeholder/customer loyalty.

"Indemnify" means to bear the cost of certain losses incurred by the other Party.

"Partner" refers to any Parties/Collaborators who are signatories in this agreement other than Sheffield University. It does not imply that the Party is a legal partner (see Clause 14).

"Party" means any person who is a signatory to this contract.

"Project" means the project that is set out in this Agreement and described in the Schedules.

"Third Party" means anyone not a signatory to this Agreement.

"Writing" means a letter either in print or digital (e.g., emails) and does not include sms texts or messages sent via apps.

3. Collaboration



community

IMAGE: This image depicts a cultural festival where a group of people are participating in a collaborative task of transporting a shrine or cart. These community and religious parades occur in different cultures across the world where the transportation of a heavy sacred burden is only possible because of the cooperation of dozens or, in the case of the famous Ratha Yatra festival in Odisha (India), thousands of people. This work is usually done in a spirit of celebration with music and dance.

INTERPRETATION: Celebrating the relationships and the collaborative spirit of working together is an integral part of a joint project. There is a recognition that only through collective effort, mutual understanding (intellectual, emotional and body) and trust that project goals can be achieved. But Parties also acknowledge that the process (or parade) is as important as the destination. Projects are about relationship-building, the spirit of cohesion, the celebration of diverse ideas, the sharing of resources, and working out equity and care in bespoke ways.

LEGAL: The Parties agree to collaborate with each other according to the terms of this Agreement and in the spirit of collaboration as described in this clause. Parties shall use reasonable effort to engage with each other and to carry out the work needed to accomplish the project as set out in the Schedules to this Agreement. The Parties may amend or vary the terms of the Agreement but this must be done in writing and signed by all Parties.

4. Conduct



mutual care

IMAGE: A choir performing a song.

INTERPRETATION: A choir is more than a group of people singing together. Through practice and coordination, a choir is a group of singers who are capable of vocally gelling together in harmony (or intended dissonance) and with skill. Whether they are singing in unison or in parts, members of a choir are able to listen to each other and to engage their whole bodies as instruments that resonate with each other in order to create music.

By regarding a project as a choral endeavour, Parties can become attuned to each other's voices and outputs (or 'song'), appreciating how each contributes to the greater whole of any project.

LEGAL: The Parties agree to cooperate in their common pursuit of the Project. Each Party shall ensure that project work will be conducted in accordance with generally accepted standards of good practice.

Each Party will be responsible for the implementation of and compliance with all safety and the other legislative requirements which apply to the Project. This includes being aware of and following wherever possible each other's policies on inclusivity, diversity, health & safety, care and any other best practice that parties agree are important for the collaboration and the performance of the Project.

5. Costs and payments



nourishment

IMAGE: A hand holding an amount of cooked rice.

INTERPRETATION: A project collaboration involves an exchange of knowledge, services, trust and monetary payment. But project budgets represent more than cost and expenses. They also represent value, sustenance and nourishment, for the parties, the communities or places that projects are meant to benefit. In countries across South Asia, Southeast Asia, the Middle East and Africa, people eat and feed each other with their hands. This represents a direct connection and an intimacy between giver and receiver. Project payments are also a form of giving and receiving, and should be done with a sense of interpersonal care and awareness of how of individual and communal bodies.

LEGAL: The Partner will work with the Centre in order to deliver the project in a timely manner, as set out in the project/delivery schedule. The Centre will pay the Partner according to the budget and payment schedules (see Schedules).

The Partner should send invoices to the Centre at:

*The University of Sheffield
Western Bank
Sheffield S10 2TN*

Where it has been agreed that the Centre will reimburse the Partner's expenses, the Partner will provide receipts or other acceptable documentary proof of expenditure.

6. Intellectual property



embodied knowledge

IMAGE: This image depicts a lotus plant with a gut in bloom. The plant's gut or stomach is made up of diverse but interconnected sections.

INTERPRETATION: This image reframes intellectual property as an outward manifestation or blossoming of deep and embodied knowledge. Here the intellectual property flower emerges from bodily processes, such as the gestating of inspiration, relationships, knowledges about place or heritage, and lived experience. The root system indicates that intellectual property does not arise from pure personal genius, but owes a debt to other contexts, systems and people with which it is entangled. Also see 'Termination' clause for an explanation of the symbolism of the lotus.

LEGAL: (1) Where a work in this project has been created solely by a Party in this Agreement, that Party owns the intellectual property ("IP") in that work. (2) Where work is jointly created, the IP shall be jointly owned in proportionate shares which should be agreed in advance in the Schedules and/or during ongoing work-in-progress negotiations. (3) Each Party grants the other Party an irrevocable royalty-free non-exclusive licence to use their IP in the work for each Party's own research, academic, teaching and non-profit purposes. (4) All background IP remains the property of the respective Parties. (5) Any commercial exploitation in the IP of any work in this project should be agreed separately. (6) These legal rights should be performed in a manner consistent with the interpretive guidance above, particularly when resolving disputes or negotiating shares.

7. Publicity and Presentation



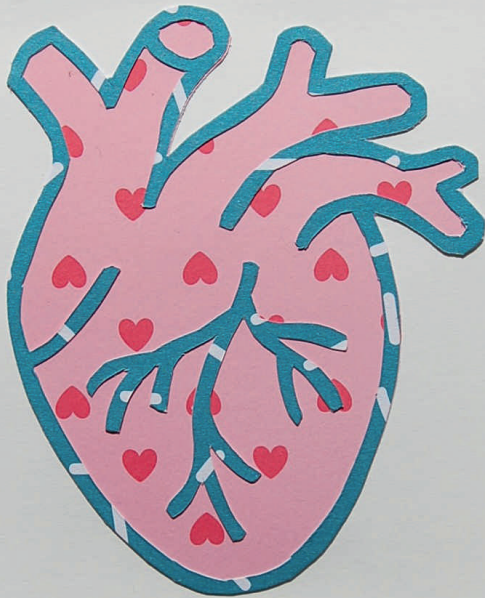
transcience

IMAGE: An ornamental cherry tree in full bloom.

INTERPRETATION: Cherry blossom trees are native to East Asia but are grown throughout the Northern hemisphere. The trees are known for spectacular but very short one to two week blooming periods in the Spring. As such they have come to symbolise beauty and renewal. Additionally in Japan, the brief annual blooms are appreciated as a symbol of transience and mortality, and as a metaphor for the brevity of human existence. Something's brevity (especially if it is beautiful or well-formed) draws attention to a way of being present in the moment and appreciating *what is* without expectation. The presentation and publicity of project work should also be viewed as such a momentary and beautiful blooming of otherwise hidden effort, and a reminder to appreciate the brevity of a collaboration.

LEGAL: The Parties agree to present the work in accordance with the scope and any work plan as set out in the Schedules. Where relevant, the Schedules will also include a description of roles, responsibilities and obligations specific to particular forms of presentation, e.g., a book or other publication, an exhibition, public engagement programme, workshops, etc. The parties agree to allow each other to use the intellectual property in the work for promoting, creating marketing materials and the documentation or archiving of the presentation. Further, the Parties agree that wherever and whenever the project or any work in the project is presented, the creator(s) of the work shall be given proper attribution as set out in the Schedules.

8. Liability



heart

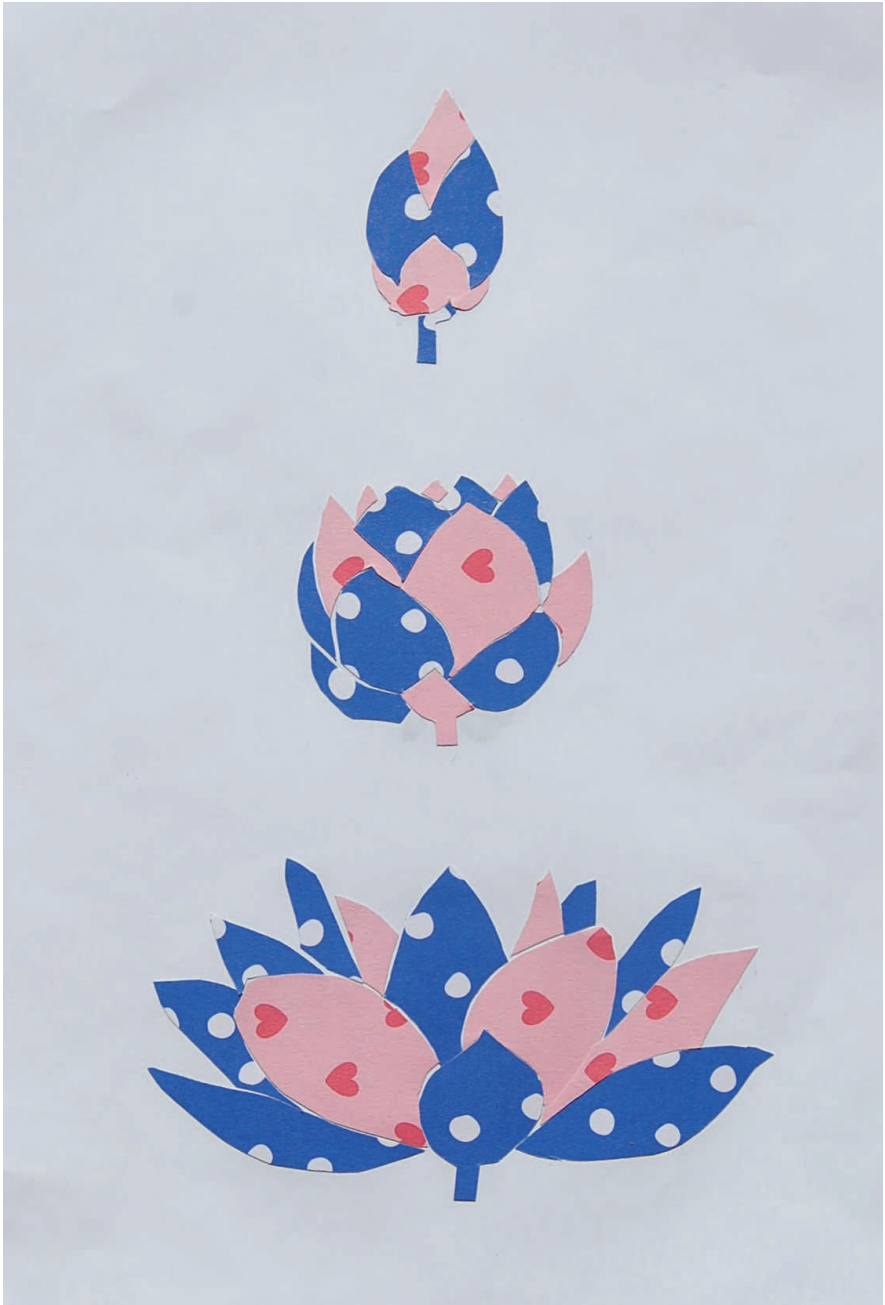
IMAGE: A human heart.

INTERPRETATION: The heart often symbolises compassion, love, empathy and emotion which comes from ancient Greek and Roman culture. In ancient Egypt however, the heart represented the seat of intelligence, where a person's wisdom, mind, memory and soul resides. Whereas in West Africa it symbolises tolerance, faithfulness, endurance and goodwill. In this image, unlike the graphic heart emoji or symbol, this anatomical drawing of an exposed heart signifies vulnerability too. In any collaboration, coalition or partnership, parties are exposed to each other's vulnerabilities and become liable to each other. As such we should treat each other with heart.

LEGAL: Parties agree to ensure that each aspect of the project is as accessible as possible, taking into consideration physical, neurodiverse, financial and cultural factors, as well as the balance of power between parties and participants. Where available, Parties will provide and observe each other's personal conduct, health & safety, and equalities policies.

Neither party is liable to the other party for any losses from anticipated or actual profits, business opportunity, anticipated savings, loss of business goodwill, injury to reputation, third party claims, or any indirect or consequential damage however caused. Each party also indemnifies the other party against any claims by that party's staff or affiliates should they experience loss as a result of that party's breach of this agreement.

9. Termination



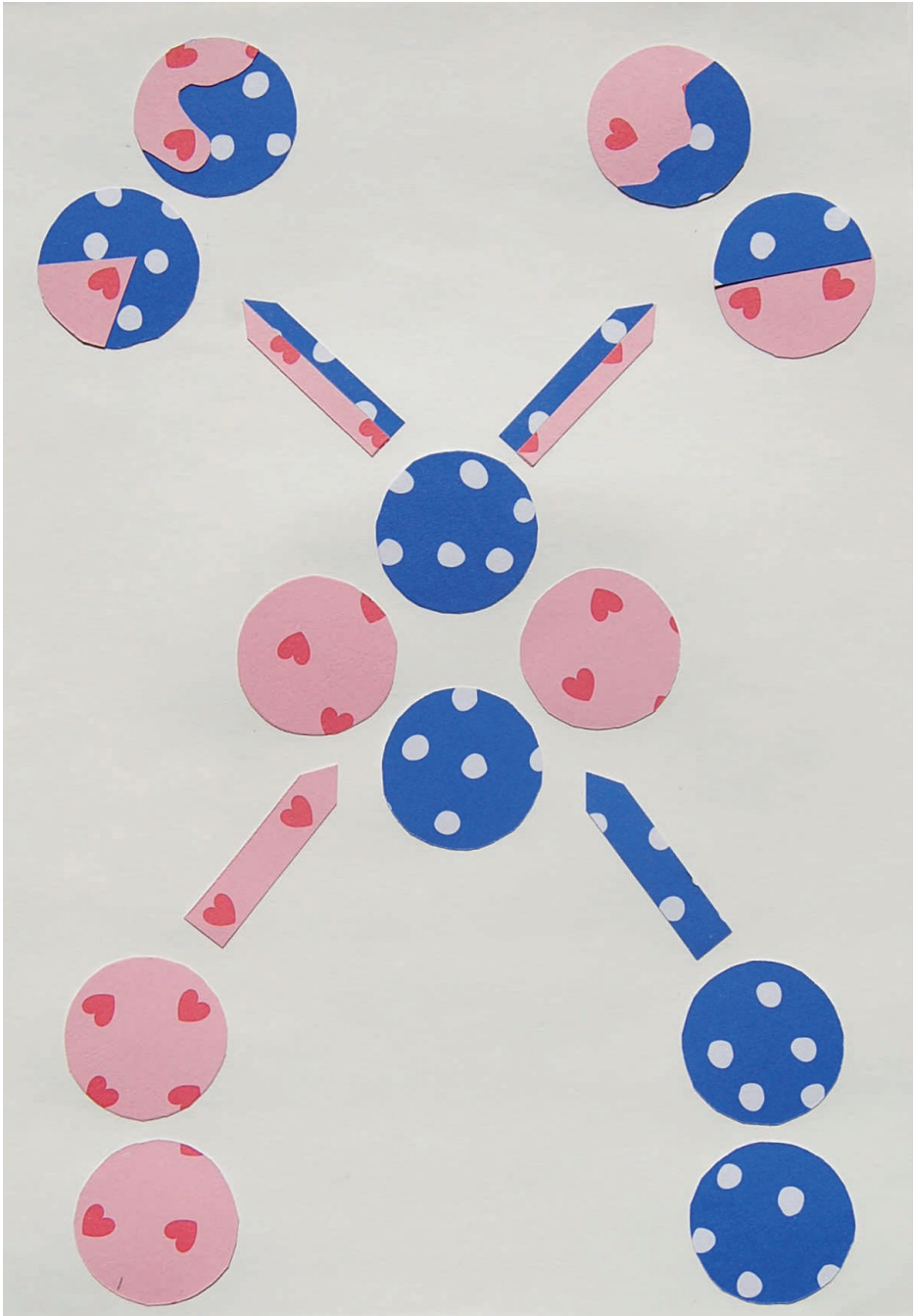
rebirth

IMAGE: The lotus flower symbolises resilience, regeneration and rebirth. An aquatic plant, the lotus drops seeds to the bottom of ponds or rivers, some of which have been discovered to be viable even after 1,300 years. Vibrant flowers are known to emerge above murky or muddy water and so the lotus flower has also come to symbolise the spirit and capacity to overcome.

INTERPRETATION: The end of a partnership marks a transition from one state to another. It does not mean erasure or voiding. As such this process of transition should be recognised and given space for expression. For example, it could be marked by a closing ritual designed and agreed by the parties, or by a series of activities so that parties can achieve closure with care and respect.

LEGAL: Termination means that the legal relationship has ended. Grounds for Termination happens when either party has not been able to fulfill a major aspect or condition of the Agreement. Either party may start a termination process by giving an **Initial Notice** in writing which sets out their reasons for termination. Here, the party wishing to terminate should give the other party 14 days to rectify the problem or to renegotiate contractual terms. Failing this, that party can send a **Final Notice** declaring that the partnership will terminate within 7 days. Where either party no longer has physical or mental capacity to carry out the agreement, or has died, or has become insolvent, this contract terminates immediately. Parties should then have regard to performing transition rituals or procedures described above in order to achieve care and closure.

10. Consequences of Termination



legacy

IMAGE: This diagram describes a collaboration that comes together, endures for a while, and then ends. Two different parties comprising human or more-than human entities enter into a partnership for a period. Then the relationship ends with the entities departing, each having been altered by each other.

INTERPRETATION: This diagram acknowledges that entities or actors in a project (including non-human actors like the project site) may leave lasting imprints on each other. The consequences of the end of a collaboration includes both their legal effect (see 'Legal' below) and the relationship's other impacts. These include enduring social, political and economic impacts of the collaboration as well as its affect. 'Affect' refers to the influence something or someone has on another's emotions, senses, perception, body and other kinds of non-cognitive impacts.

While the formal legal relationship may have ended, the impacts and affects endure, sometimes for a long time. Lessons will have been learned that will indelibly shape what comes next, and how one exists and gets on in the world going forward. Time and space should be given to process this longer finish to a collaboration, whether separately or together as former Parties to the Agreement.

LEGAL: On terminating this Agreement, all rights and obligations of the parties shall cease to have effect immediately, unless expressly agreed otherwise in writing.

11. Dispute resolution



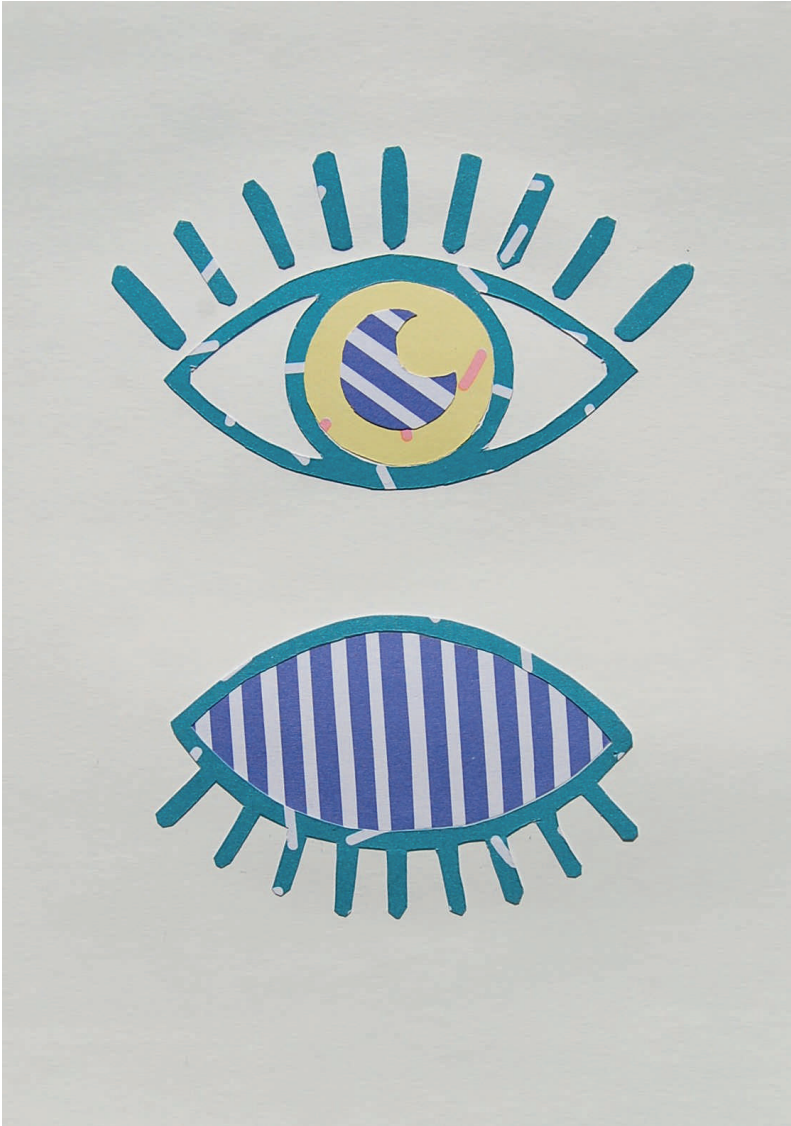
talk

IMAGE: This image references a West African dispute resolution process called the Palaver Hut system, which encourages healing, peacebuilding and reconciliation through conversation. It offers a third space, neither a courtroom nor workplace, that enables a different way to relate. Victims, perpetrators, witnesses and any affected are given opportunity to recount their experiences. Together with community leaders, forgiveness, owning up and reconciliation is achieved. The process often concludes with restitutive rituals. The image depicts a version of the Palaver Hut system with two huts: one for agreeing and creating consensus, and another for thrashing out disagreements.

INTERPRETATION: Getting in a room together and talking. Like a reverberation, the extended networks of any project may feel the dispute and are entangled in it. As such the wider network or community is also invested in unpacking and resolving the dispute too. It is important to finding a neutral place where disputes can be resolved.

LEGAL: Parties should try to resolve disagreements in good faith negotiations. Where disagreements escalate into disputes that put the Agreement at risk, a party may initiate a dispute resolution process by sending a **Notice of Dispute** to the other Party. Parties should then adopt one or more informal processes, like the Palaver Hut system, to resolve the dispute within 3 months. After which, the dispute shall go to formal Arbitration under the Arbitration Act 1996, and conducted pursuant to the current rules of the Chartered Institute of Arbitrators under English law.

12. Confidentiality



seeing

IMAGE: An open eye and a closed eye.

INTERPRETATION: The image begs two questions: what do you see with eyes open, and what do you see when your eyes are closed? Explicit knowledge, data, shapes and evidence are visible with eyes open. Implicit knowledge such as emotional intelligence, body knowledge, interpersonal awareness are prominent with eyes closed as it were. Both implicit and explicit knowledges intermingle all the time and are in flux, creating different resonances and intensities depending on what factors and which actors are intersecting. The types of intersections and when they happen inform whether something is confidential or not. Being sensitive to how knowledge or information impacts on a partner or collaborator at any point in time is to see with eyes both open and shut, and is a form of empathy.

LEGAL: "Confidential Information" means all information disclosed by parties to each other or obtained about each other during the project, that either party would consider to be confidential. Parties should inform each other of what they consider to be confidential. They should also exercise discernment, consideration and responsibility in what information would reasonably be regarded as confidential. Parties should also take care to be aware of any emerging confidentialities during the project. Parties agree not to use Confidential Information or to share this with Third Parties during or after the collaboration without written consent of partners.

13. Force majeure



defend

IMAGE: A solar eclipse surrounded by loud noises and hands. As part of folk tradition, communities in pre-industrial Chinese society believed that an eclipse was a dragon swallowing the sun. In a collective effort to save the sun, villagers would stop whatever they were doing, and go into the streets banging pots and pans loudly to scare the dragon away. They always succeeded.

INTERPRETATION: A force majeure event is one beyond the reasonable control of either parties, e.g., natural or manmade disasters like tsunamis, pandemics, war, strikes and severe trade sanctions. Where such an interruption happens, both Parties should help each other overcome the force majeure if possible.

LEGAL: If a Party is prevented, hindered or delayed from performing any of its obligations under this Agreement by a Force Majeure Event ("the Event"), they should inform the other Party of this as soon as possible. Their obligations under the Agreement are suspended while the Event continues.

Both Parties should meet to work out how they can mitigate the effects of the Event, and to plan what they will do when the Event ends. If the work is time-sensitive and/or the Event takes so long that it makes the work impossible, highly improbable or no longer relevant to complete, Parties may terminate the contract immediately through mutual agreement. No Party would be considered in breach should a termination occur as a result of a Force Majeure Event.

14. Miscellaneous Clauses



tools

IMAGE: A toolbox with tools in it.

INTERPRETATION: While these may be short provisions, they are still handy, effective and no less binding than the main clauses in this Agreement.

LEGAL:

Severance: If any provision of this Agreement is found to be invalid or unenforceable, this shall not affect the other provisions.

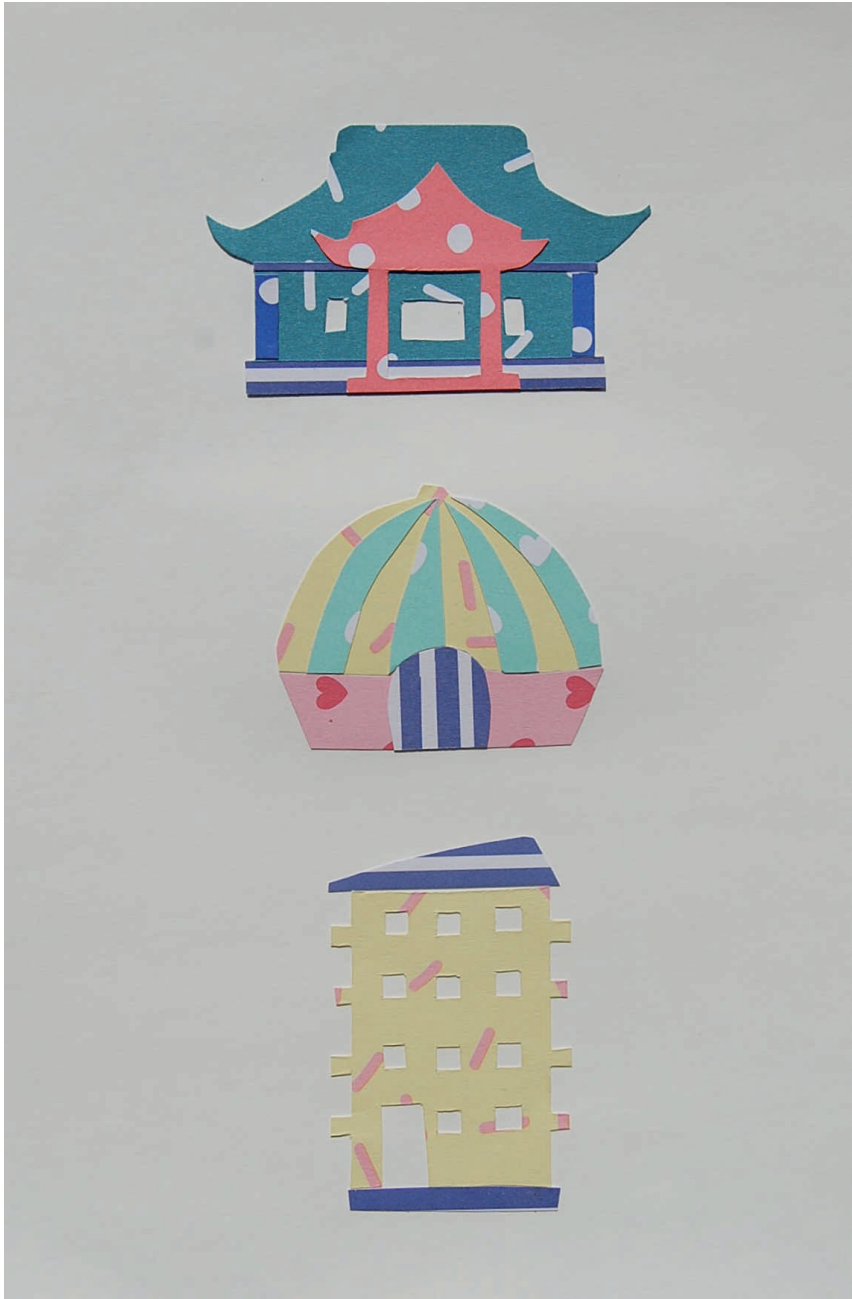
Third Parties: A person who is not Party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. However Parties should give due consideration to unfair or inequitable outcomes when choosing to deny Third Party claims.

No partnership: Nothing in this Agreement is intended to create a partnership or relationship that would impose liability upon one Party for failure of any other Party, or to authorise any Party to act as agent for any other. No Party shall have authority to make representations or act on behalf of another Party unless agreed.

Entire agreement: This Agreement, together with the documents referred to in it, constitutes the entire agreement between the Parties and supersedes any previous agreement between the Parties concerning any matters relating to the collaboration.

Counterpart copies: This Agreement may be executed in multiple counterpart copies, i.e., where the Parties have signed and dated different duplicate copies. These copies shall have the same force and effect as if all Parties had executed a single original copy.

15. Governing law and court jurisdiction



home

IMAGE: Three different types of human dwellings. From the top: a traditional East Asian style house, a sub-Saharan African style hut, a modern block of flats/apartments.

INTERPRETATION: The laws of a country are like the house where an agreement lives. They are the legal context or setting for any contractual relationship. Some houses are built such that everyone is in separate rooms and as such the inhabitants rarely see each other. While others have large communal or family spaces. Some homes force inhabitants to sit or eat opposite each other in an adversarial way, while in others rooms facilitate people to sit in the round. Different types of buildings en masse also create different types of villages and different neighbourhood atmospheres. Architecture affects the way people relate, and legal architecture affects legal relations. Given particular architectures which we have no choice but to live or contract in, how can we relate in the way we prefer?

LEGAL: This Agreement and any matters arising from it shall be governed in accordance with English/_____ * law and subject to the jurisdiction of the English/_____ * Courts unless otherwise agreed in writing.

* Option here to strikethrough 'English' if the laws and courts of England and Wales are not the preferred choice, and to fill in the jurisdiction of choice, e.g., 'Scots' and 'Scottish'.

Acknowledgments

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This work was done with help of the following workshop participants:

African Voices Platform

Ankita Mishra

Eelyn Lee

MA Consultancy

Macole Lannaman

Rosa Cisneros

SADACCA

WOC Azadi

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Baillor Jalloh (dispute resolution clause)

Eelyn Lee (intellectual property clause)

Macole Lannaman (conduct clause)

Rosa Cisneros (liability clause)

