

Creative Catalyst Fellowship Partnership Agreement between City of Greensboro and the Thomas S. Kenan Institute for the Arts at UNCSA

The Thomas S. Kenan Institute for the Arts ("Kenan Institute"), as represented by the University of North Carolina School of the Arts ("UNCSA"), located at 1533 S. Main Street, Winston-Salem, NC, 27127, enters into this Partnership Agreement ("Agreement") with the City of Greensboro ("Partner"), located at Greensboro Cultural Center, Suite 102, 200 North Davie Street, Greensboro, NC 27401, made March 16, 2020.

The Kenan Institute at UNCSA is expanding its impact through CREATIVE CATALYST, a groundbreaking five-year plan to identify and prepare the next generation of artist leaders and position UNCSA as an innovative hub for creative economy in North Carolina and the Southeast. Creative Catalyst provides current and future leaders with an online education in Artist Leadership, Entrepreneurship and Innovation, as well opportunities to actively engage with the creative sector through the annual Artivate summit and fellowship opportunities.

As an integral part of this new initiative, CREATIVE CATALYST FELLOWSHIPS are designed to support you, as a Partner in Creative Catalyst, in your aspiration to develop and empower artist leaders, entrepreneurs and innovators to lead, create and make, while engaging the arts and creative sector. You will provide a resident experience for the Fellows, and a platform to launch their ideas about the contributions that arts and artists can make.

A Creative Catalyst Fellow will participate in all segments of Creative Catalyst for a holistic experience. Over a six-month residency with a Fellowship Partner, the Fellow will put into practice the concepts and skills learned in the online certificate. Fellows will expand their knowledge about leadership, innovation and entrepreneurship by taking the Creative Catalyst Certificate, an online educational program. At the Artivate summit, Fellows will share with their peers the programs they implemented while in their Fellowship residency. At all stages in their experience with Creative Catalyst, Fellows will inspire other artist leaders to follow the same path.

This Fellowship with the City of Greensboro is made possible through generous support from the Emily Hall Tremain Foundation.

As partners in the Creative Catalyst Fellowship program, we mutually agree:

I. REPRESENTATIONS

- a. Partner represents that no member of the Partner's staff is currently employed by UNCSA.
- b. Partner affirms that its organization holds nonprofit corporation status and that it has been operational for a minimum five years.

II. SERVICES and SCOPE

- a. Partner agrees to accept a Fellow for a residency period ("Fellowship") of a duration that is agreed upon with the Kenan Institute.

- b. Partner will provide supervision and mentorship during the Fellowship, working with the Fellow to develop a timeline, determine deliverables and identify learning outcomes of the Fellowship.
- c. Partner will provide adequate staff, space and resources to support the Fellow in their determined Fellowship Activities.
- d. Partner will provide to the Kenan Institute interim and final reports detailing Fellow's activities and learning outcomes, as well as interim and final performance evaluations of each Fellow.
- e. Partner will support the Fellow in completing the Creative Catalyst Certificate, providing mentorship on the subjects of leadership, innovation and entrepreneurship, as well as on topics such as successful time management, creating presentations, and leading teams.
- f. Partner will provide Fellows time to attend the Artivate Summit twice. Fellows will attend Artivate prior to or at the beginning of their Fellowship term, and again following or near the end of their Fellowship term.
- g. Partner will attend and participate in the annual Artivate summit, engaging with all Fellows during a pre-conference and participating in community activities during the main Artivate events.

III. TERM

- a. The term of this agreement shall begin upon execution and shall end after one calendar year. The Kenan Institute and the Partner agree to begin discussions within three months of the end of the term of this agreement to evaluate the benefits of continuing the partnership.
- b. Partner agrees that the term of each Creative Catalyst Fellowship shall be no less than six months in duration. Fellowships can take place at any time during the calendar year, based on the design of the Fellowship and the needs of the Partner.

IV. PAYMENT

- a. Kenan Institute agrees to provide a direct grant to Partner in the amount of fifteen thousand dollars (\$15,000.00) which is meant to be assigned to the Fellow in the form of a stipend or salary.
- b. Partner will pay directly the cost of applicable benefits and payroll taxes, including but not limited to FICA.
- c. Partner will serve as the fiscal agent for the grant funds on behalf of the Fellowship, distributing all above-mentioned funds to each Fellow in installments. Partner shall determine the frequency of installments, with periods between payments not to exceed eight weeks in length.

V. COMMUNICATIONS

- a. Partner agrees to provide marketing materials supplying information about the Partner Organization and release Kenan Institute to use such materials for the purpose of promoting the activities of the Creative Catalyst Fellowships.
- b. The Kenan Institute agrees to provide marketing materials supplying information about the Kenan Institute and UNCSCA and release partner to use such materials in publications promoting the activities of the Creative Catalyst Fellowships
- c. Except as provided, each party agrees not to use the names or marks of the other party for any purpose without prior written approval.

VI. TERMS AND CONDITIONS

- a. Use of the term "Partner" in this Agreement is in no way intended to create, or bind the parties to, a legally recognized partnership entity, but is used solely for its commonly-accepted designation of close cooperation and collaboration between and among the independent legal entities which are the parties to this Agreement.
- b. Assignment. Partner shall not assign any interest in this Agreement without UNCSCA's prior written consent. This Agreement shall be binding upon the parties, their respective legal representatives, successors and assigns.
- c. Governing Law and Exclusive Jurisdiction. This agreement shall be governed, construed, and enforced by the laws of the State of North Carolina (excluding any conflict of laws provisions of the State of North Carolina which would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding shall be brought in the courts located in North Carolina. Partner consents to the exclusive personal jurisdiction and venue of the courts located in North Carolina.
- d. Severability. If any part of this MOU is held to be in violation of any law, the provisions held to be invalid shall be of no force and effect, but all of the other provisions of this Agreement shall continue to be binding on the parties.

Signed and agreed by:

PARTNER

By: _____
Ryan Deal, Chief Creative Economy Officer, City of Greensboro *Date*

UNIVERSITY OF NORTH CAROLINA SCHOOL OF THE ARTS

By: _____
Karin Peterson, Interim Executive Vice Chancellor and Provost *Date*
OR
Michael J. Smith, Vice Chancellor for Finance and Administration

THOMAS S. KENAN INSTITUTE FOR THE ARTS

Acknowledged By: _____
Corey Madden, Executive Director *Date*

Please return the signed Agreement prior to the rendering of Services.

Return to: Liza Vest, Business Manager
Thomas S. Kenan Institute for the Arts
1722 South Main Street
Winston-Salem, NC 27127

University of North Carolina School of the Arts
1533 South Main Street
Winston-Salem, NC 27127