AUSTRALIAN CAPITAL TERRITORY

MEMORANDUM OF UNDERSTANDING

3 February 2010

AUSTRALIAN CAPITAL TERRITORY

HEAD OF MISSIONS OF LATIN AMERICAN NATIONS:

- Argentine Republic
- Federative Republic of Brazil
- Republic of Chile
- Republic of Colombia
- Republic of Cuba
- United Mexican States
- Republic of Peru
- Oriental Republic of Uruguay
- Bolivarian Republic of Venezuela

Regarding the establishment in Canberra of a Latin American Plaza
CONTENTS

1. Memorandum of Understanding
2. Term
3. Establishment of Latin American Plaza
4. Events at Latin American Plaza
5. Installation of Latin American art at the Plaza
6. Maintenance and decommissioning
7. Intellectual property and works of art
8. Termination
9. Correspondence

Schedule 1

Masterplan – Latin American Plaza
PARTIES: AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Commonwealth) (Territory) represented by the Chief Minister’s Department; and

HEAD OF MISSIONS OF LATIN AMERICAN NATIONS:
- Argentine Republic
- Federative Republic of Brazil
- Republic of Chile
- Republic of Colombia
- Republic of Cuba
- United Mexican States
- Republic of Peru
- Oriental Republic of Uruguay
- Bolivarian Republic of Venezuela

THE GOVERNMENTS parties to this Memorandum of Understanding,

DESIRING to promote:

1. a plaza that celebrates the many traditions of multiculturalism in Australia—traditions that have helped to shape today’s nation, and to which the countries of Latin America have actively contributed;

2. a plaza that registers the commitment of Latin Americans and Australians to common social, political, artistic and spiritual values that have established ‘bridges of understanding’;

3. a plaza that creatively expresses both ancient geographic connections and more recent cultural and economic ties that bind Australia with the countries of Latin America; and

4. a plaza that recognises the rich historic links between Australia and the countries of Latin America.

WISHING to use this plaza as a meeting place for celebration and community activity, a place for cultural exchange that showcases the diverse cultural traditions of Latin America,

ACKNOWLEDGE as follows:

1. Memorandum of Understanding

1.1. Intention of Memorandum of Understanding

This Memorandum of Understanding is a statement of intent and does not create legal obligations between the parties.
1.2 Variations of Memorandum of Understanding

This Memorandum of Understanding may be varied by the written agreement of the parties prior to the expiration of this Memorandum of Understanding.

2. Term

2.1 Term

This Memorandum of Understanding is for the period from the date of execution until 1 July 2030 unless terminated under the provisions of this Memorandum of Understanding.

The term may be extended by mutual agreement of the parties.

3. Establishment of Latin American Plaza

3.1 Latin American Plaza (the Plaza) shall be the area of Urban Open Space bounded by Childers, Rudd and Marcus Clarke Streets and as shown in the attached masterplan.

3.2 The Plaza will be constituted by a sculpture walk where the mature trees and landscape areas either side of the north south path provide settings for installing permanent and temporary art works that might be donated over time by Latin American countries in accordance with the process set out in this Memorandum of Understanding.

4. Events at Latin American Plaza

4.1 The Plaza will be a place at which the national days and other significant celebrations of the parties may be held.

4.2 Events and celebrations at the Plaza shall be undertaken in accordance with ordinary regulatory requirements of the Territory.

5. Installation of Latin American Art at the Plaza

5.1 The Plaza will be a site at which works of art created by Latin American artists may be installed.

5.2 The works of art will be chosen, installed, maintained and decommissioned in accordance with this Memorandum of Understanding.

5.3 A party or parties to this Memorandum of Understanding may nominate a work of art for installation in the Plaza by written communication setting out all relevant details of the proposed work of art.
5.4 The details of a nominated work of art being provided by a nominating party shall include the nature and size of the work of art, the name of the artist, a description of the work of art by the artist and the identity of the owner of the work of art. Structural certification of the suitability of the work of art to be installed in a public place will be requested, along with the installation, maintenance and decommissioning requirements for the work of art, and any other matter requested by the Territory in relation to that work of art to assist in the Territory’s consideration of a work of art.

5.5 Agreement to accept an offer of a work of art rests with the Territory’s Minister for the Arts. The Minister may consider advice from the ACT Public Art Panel or other expert advisors engaged by the Territory. This will include consideration of the impacts of establishment and recurrent costs on the Territory’s budget.

5.6 Upon approving a nominated work of art for installation at the site, in accordance with its own requirements, the Territory will provide a Site Plan of the Plaza and the proposed location for a nominated work of art, to a nominating party to enable such party, and the artist, if appropriate, to assess the suitability of the proposed site for the work of art.

5.7 Where a work of art, and the proposed Site Plan, is deemed suitable by all the parties concerned, the Territory will arrange for the preparation of the site in accordance with the Site Plan approved by the Territory for the site, and the nominating party shall arrange to supply and deliver the work of art to Canberra, for installation by the Territory.

5.8 The Territory will be responsible for seeking the necessary statutory design and development approvals required for installation of the nominated work of art in the Plaza.

5.9 The nominating party will be responsible for obtaining the permissions of the artist and owner of the work of art that are required for installing the work of art in the plaza.

5.10 Works of art will be subject to normal Commonwealth Government importation and other relevant conventions and regulations.

6. **Maintenance and Decommissioning**

6.1 The Territory will endeavour to maintain installed works of art in accordance with the instructions of the nominating party and the artist.

6.2 The Territory may, at its discretion, and in accordance with its own requirements, decommission an installed work of art.

6.3 In such event the Territory will consult with the nominating party about how to manage the decommissioning process, and will provide the nominating party with an opportunity to take back possession of the work of art.
7. **Intellectual Property in works of art**

7.1 The Parties shall make appropriate arrangements for the management of intellectual property rights that are associated with the works of art selected for installation in the Plaza. This shall include taking appropriate steps to respect the rights of the artist, including the artist’s moral rights in relation to their work of art.

8. **Termination**

8.1 Any party may terminate their involvement in this Memorandum of Understanding by giving the other parties 60 days notice in writing, sent to the parties’ Representative Agency notified in Schedule 1.

9. **Correspondence**

9.1 Any communications sent to a party in connection with this Memorandum of Understanding shall be sent to the Representative Agency of that party notified in Schedule 1.
For the Territory:

Director
Strategic Project Facilitation
Department of Land and Property Services
ACT Government
GPO Box 158
CANBERRA ACT 2601
T 13 22 81

For Latin American Countries:

Head of Mission
Embassy of Mexico
14 Perth Avenue
YARRALUMLA ACT 2600
T. 6273 3963  F. 6273 1190

Or the senior Head of Mission as advised from
time to time.
IN WITNESS WHEREOF the undersigned representatives, having the authority of their respective governments, have signed this Memorandum of Understanding.

DONE at Canberra, this 3rd day of February 2010 in a single original:

SIGNED for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY

SIGNED by or for and on behalf of

HEAD OF MISSIONS OF LATIN AMERICAN NATIONS:

- Argentine Republic
- Federative Republic of Brazil
- Republic of Chile
- Republic of Colombia
- Republic of Cuba
- United Mexican States
- Republic of Peru
- Oriental Republic of Uruguay
- Bolivarian Republic of Venezuela

Signed by
Mr Jon Stanhope MLA Chief Minister
On behalf of the Australian Capital Territory

Signed by
H.E. Mrs. Martha Ortiz de Rosas,
Ambassador of the United Mexican States and Dean of the Diplomatic Corps in Australia

Signed by
H.E. Mr. Claudio de la Puente
Ambassador of the Republic of Peru

Signed by
H.E. Mr. Jose Luis Batmaeseda
Ambassador of the Republic of Chile

Signed by
H.E. Mr. Fernando De Mello Barreto
Ambassador of the Federative Republic of Brazil

Signed by
H.E. Mr. Diego Betancur
Ambassador of the Republic of Colombia

Signed by
H.E. Mr. Abelardo Curheo Padron
Ambassador of the Republic of Cuba

Signed by
H.E. Mr. Alberto E Larmado
Ambassador of the Oriental Republic of Uruguay

Signed by
H.E. Mr Nelson Davila Lamed
Designated Ambassador of the Bolivarian Republic of Venezuela

Signed by
Maria Amelia Lonardi De Duardo,
Charge d'affaires ad interim of the Argentine Republic
Masterplan – Latin American Plaza

Attachment to Memorandum of Understanding