



**AUSTRALIAN CAPITAL TERRITORY**

# **MEMORANDUM OF UNDERSTANDING**

**Dated**

3 February 2010

**Parties**

**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**

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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

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**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.

## SCHEDULE 1

**Representative  
Agency**

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:

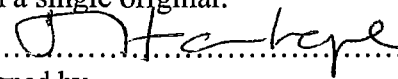
Head of Mission  
Embassy of Mexico  
14 Perth Avenue  
YARRALUMLA ACT 2600  
T. 6273 3963 F. 6273 1190

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 3<sup>rd</sup> day of February 2010 in a single original:

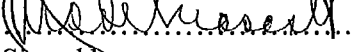
**SIGNED** for and on behalf of the  
**AUSTRALIAN CAPITAL TERRITORY**

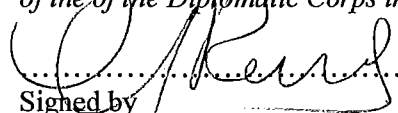
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.....  
) Signed by  
) Mr Jon Stanhope MLA Chief Minister  
On behalf of the Australian Capital Territory

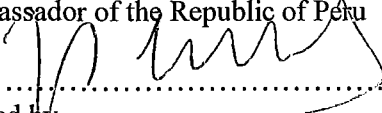
**SIGNED** by or for and on behalf of

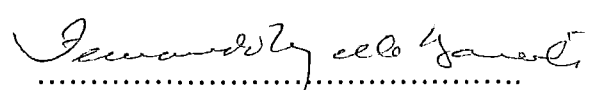
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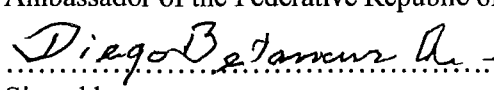
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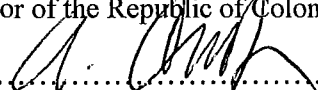
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.....  
) Signed by  
) H.E. Mrs. Martha Ortiz de Rosas,  
Ambassador of the United Mexican States and *Dean of the of the Diplomatic Corps in Australia*

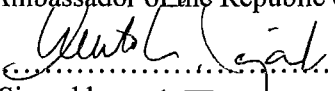
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.....  
Signed by  
H.E. Mr. Claudio de la Puente  
Ambassador of the Republic of Peru

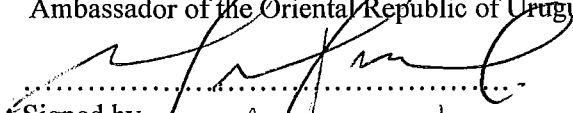
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Signed by  
H.E. Mr. Jose Luis Balmaeda  
Ambassador of the Republic of Chile

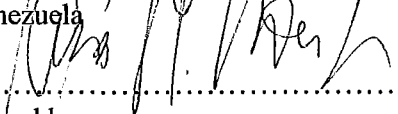
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.....  
Signed by  
H.E. Mr. Fernando De Mello Barreto  
Ambassador of the Federative Republic of Brazil

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

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

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

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

)   
.....  
Signed by  
Minister Maria Amelia Lonardi De Duardo,  
Charge d'affaires ad interim of the Argentine Republic



Masterplan – Latin American Plaza

