

AGREEMENT

between

**the Norwegian Musicians' Union's
Safe Music Havens Initiative (SafeMuse)**

and

the City/Region

1. Declaration

In accordance with the charter of SafeMuse, the city in question proclaims itself a "Safe Music Haven" for persecuted artists in the field of music (music artists: musicians/performers/artists, composers/creators and tradition bearers).

2. Commitments entered into by the Safe Music Havens Initiative's administration

In accordance with the SafeMuse charter, the SafeMuse project administration agrees that the SafeMuse project administration will:

- I. Provide the city with an informed recommendation regarding a music artist or artists suitable for the Safe Music Haven in question. Through formal cooperation with Freemuse, the World Forum on Music and Censorship, SafeMuse will provide documentation that the artist in question is:
 - a) a legitimate music artist,
 - b) being threatened, persecuted or imprisoned as a consequence of what he/she has performed/created/written.
- II. Establish contact between the music artist and the Safe Music Haven, and will advise in the relocation of the artist and his/her family within the Safe Music Haven.
- III. Provide support for and advise in practical matters surrounding the placement:
 - a) SafeMuse will implement and maintain reliable communications with the artist hosted, as well as provide and maintain a communications network for and among the Safe Music Haven guest artists.
 - b) SafeMuse will implement and maintain reliable communications with the cities' designated coordinators, as well as provide and maintain a communications network for and among the Safe Music Haven Coordinators.
 - c) SafeMuse will implement and retain reliable communication with other persecuted artists networks, like ICORN, the International Cities of Refuge Network, etc., and keep the Safe Music Haven informed on relevant contacts.
- IV. If the artist cannot return to his/her home country after the agreed hosting period, SafeMuse will support the city and the artist in regard to the necessary steps for securing an extended or permanent residency or seeking alternative placement.
- V. SafeMuse will conduct fundraising for SafeMuse and work for the establishment and maintenance of an Emergency Fund, with the aim to be able to cover parts of unforeseen and not proportionate expenses the Safe Music Haven are exposed to while inviting and hosting their guest music artist.
- VI. In an effort to promote Freedom of Expression, SafeMuse will also:
 - a) Implement and maintain a website which may be used for
 - promotion of the guest artists and their works,
 - exposure of and information about the Safe Music Haven cities,
 - publishing information about all kinds of SafeMuse activities,
 - sharing experiences and information concerning Safe Music Haven issues between all involved parties,
 - fundraising, promotion and recruitment for SafeMuse.
 - b) Facilitate seminars, artistic events in order to create marketplaces for the guest artists' work and activities.

- c) Assist the cities in encouraging the artist to undertake literary, cultural and academic responsibilities (the nature of which will be determined in dialogue with the host city) during his/her residency.

3. Commitments entered into by the City/Region

In accordance with the SafeMuse charter, the Safe Music Haven/City/Region (the City) commits to adhering to the agreement as set forth below:

- I. Each artist will be hosted for a standard period of two years unless otherwise agreed upon with SafeMuse:
 - a) The city will provide one furnished residential accommodation for the artist and his/her family.
 - b) The city will facilitate the acquisition of a legal status (visa, residence permit) that will enable the artist and his/her family to reside in the city for the duration of the agreed SafeMuse guest period. If permanent residency were an option, this will be welcomed in cooperation with the artist.
 - c) The city is to provide the artist with a scholarship/grant to be paid directly to the artist in monthly installments. The amount is agreed with the SafeMuse project administration, according to an internationally certified standard of living indexes.
- II. The city will take the following steps to ensure the welfare of the artist and his/her family:
 - a) The city must maintain absolute confidentiality in regard to all communications and intensions (declared and/or under consideration) among the city, the artist and SafeMuse; and in regard the movements of the artist and his/her family prior to their safe arrival within the host city.
 - b) The city is to cover all travel expenses concerning the journey of the artist and his/her family. These expenses will include, for example, fees for passports and visas.
 - c) The city is responsible for implementing and maintaining safe, appropriate working and living conditions for the artist and his/her family, and to facilitate meetings between the artist and the city's music environment (organizations; musicians, composers and tradition bearers; performing and educational institutions, venues etc).
 - d) The city will designate coordinator(s) to work with the artist and his/her family to facilitate integration within the host city and to address issues concerning the artist and his/her family, providing, or providing for, appropriate support, and to facilitate professional artistic opportunities and possibilities for the artist.
 - e) During the period of refuge, the city is required to provide the available health and residential insurances, for the artist and his/her family.
 - f) Whenever possible, the city is to enable the artist to benefit from municipal public services (such as urban transport services, libraries, schools, etc.).
 - g) The city is to provide access to services that will enable the writer to learn the language of the host country.
- III. The city will comply with the following cooperative terms of agreement:
 - a) The city's selection of the artist will be made in agreement with SafeMuse.
 - b) In any and all media events (interviews, press release, public event, etc.) the city is required to indicate the SafeMuse program as the framework for the artist's residency and for the city's status as a "Safe Music Haven".
 - c) Upon the signing of this agreement the city will pay the SafeMuse project coordination an annual administrative fee.

4. Mediation

Should a conflict arise between the ICORN Administration Centre and a member-city/region, the situation will be addressed within the existing legal system of the country in which the Administration Centre is located.

5. Duration of Agreement

Unless a formal declaration of termination is made (see art. 6.), the present agreement is renewed, by tacit accord, every two years.

6. Termination of the Agreement

This agreement may be terminated by any of the parties giving a written notice to the other party. The agreement then terminates 6 (six) months after the termination notice is received and accepted. If the resigning party has an artist in residence (placed through SafeMuse) the member must fulfill its obligations towards the artist until the end of the writer's placement term as agreed in this Agreement.

A city that does not fulfill the duties in this agreement may be excluded from the network's services.

If either of the parties terminates this agreement, the other party may claim compensation for the resulting financial loss sustained. The same applies to any other major breach of contract.

Any disagreement and contest relating to the application, understanding and fulfillment of the present agreement will be conducted by Norwegian law and on Norwegian territory.

Place and date:

City of

Norwegian Musicians' Union

SafeMuse project manager