



Port Phillip City Council Funding Agreement (over \$150k)

Between:

PORT PHILLIP CITY COUNCIL A.B.N. 21 762 977 945 of 99a Carlisle Street, St Kilda 3182 ('Council')

-and-

Linden New Art Inc (ABN: 84 299 880 930) of 26 Acland Street, St Kilda VIC 3182 ('Recipient')

Background:

- A) The Recipient has agreed to provide Services.
- B) Council has agreed to fund the Services on the terms set out in this Funding Deed.
- C) Council and the Recipient recognise that entering into this Funding Deed serves the interest of the local community.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Accountability Forms means the forms contained in Schedule 2.

Commencement Date means the date specified in Schedule 1.

Council means Port Phillip City Council.

Council's Representative means the person holding the position specified in Schedule 1.

Extended Term means the period specified in Schedule 1

Funding means the assistance provided by Council to the Recipient to enable the Recipient to carry out the Services.

Funds/Funding Monies means the dollar amounts specified in Schedule 2.

GST means the goods and services tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Information Privacy Principles means the Information Privacy Principles under the *Information Privacy Act 2000* (Vic) and as stated in Schedule 2.

Key Performance Indicators means the Key Performance Indicators specified in Schedule 2.

Nominated Representative means the person nominated by the Recipient and specified in Schedule 1.

Recipient means the entity named in Schedule 1.

Records means any material (regardless of form) produced or used by the Recipient which are relevant to the performance of the Services.

Services means the assistance to be provided by the Recipient to the local community as specified in Schedule 2.

Term means the period specified in Schedule 1.

1.2 Interpretation

Unless expressed or implied to the contrary in this Funding Deed:

- 1.2.1 if a party consists of more than one person, this Funding Deed binds them jointly and each of them severally;
- 1.2.2 any provision in this Funding Deed that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable and if it is not possible to read down the provision, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Funding Deed;
- 1.2.3 this Funding Deed contains the entire understanding between the parties as to the subject matter contained in it and all previous agreements, representations, warranties, explanations and commitments, expressed or

implied, affecting this subject matter are superseded by this Funding Deed and have no effect;

- 1.2.4 a reference in this Funding Deed to:
 - 1.2.4.1 a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
 - 1.2.4.2 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
 - 1.2.4.3 a person includes the parties' legal representatives, successors and assigns of that person;
 - 1.2.4.4 a clause or schedule is a reference to a clause or schedule in or to this Funding Deed;
 - 1.2.4.5 this or any other document includes the document as varied or replaced regardless of any change in the identity of the parties; and
 - 1.2.4.6 the singular includes the plural and vice versa.

2. RECIPIENT'S SPECIFIC OBLIGATIONS

The Recipient must:

- 2.1 spend the Funds outlined in the Funding Deed only for the purpose and objectives stated in Schedule 2;
- 2.2 meet with Council's Representative to discuss delivery of the Services at least once every three months during the Term;
- 2.3 if wanting to alter the Services or this Funding Deed, apply in writing to Council's Representative;
- 2.4 formally recognise Council's financial support in all promotional materials and issue invitations to Council in a timely manner, following guidelines from Schedule 2;
- 2.5 carry out the Services in accordance with this Funding Deed, with due care and skill, to a professional standard and in a timely manner;
- 2.6 keep normal business Records of the delivery of the Services and retain those Records for a period of no less than 3 years after the termination or expiry of this Funding Deed;
- 2.7 keep financial and accounting Records to enable all income and expenditure in relation to the delivery of the Services to be separately identified and retain those Records for a period of no less than 3 years after the termination or expiry of this Funding Deed;
- 2.8 on request by Council, make available any Records in relation to the Services within 30 days;
- 2.9 immediately notify Council of any change in the Recipient's status or circumstances that may affect the Recipient's ability to deliver the Services or fulfil its obligations under this Funding Deed;

- 2.10 within 28 days of receiving a written notice from Council following a variation of this Funding Deed under clause 5.5 (to the extent that Services are reduced or cease to be provided by the Recipient), the expiry or termination of this Funding Deed repay to Council all amounts of Funds that have not been expended and which relate to future provision of the Services;
- 2.11 achieve the Key Performance Indicators listed in Schedule 2;
- 2.12 ensure that it remains solvent, does not enter into administration, file for bankruptcy or enter a Part IX or X Agreement under the *Bankruptcy Act 1966* (Cth);
- 2.13 ensure that all Funding Monies held by the Recipient are expended in a responsible manner;
- 2.14 complete and submit the Accountability Forms in the manner required in Schedule 2;
- 2.15 ensure that all necessary licences, permits, certificates, qualifications are maintained, or are in place, in order to enable it to provide the Services; and
- 2.16 ensure that contracts are not entered into beyond the end of this Funding Deed term without written consent from Council.
- 2.17 ensures that the organisation remains registered with the Australian Charities and Not for Profit Commission
- 2.18 notify Council if any if the recipient is subject to any external investigation by any government authority
- 2.19 notify Council of any overpayments of Funds/Funding monies within 7 days and make arrangements for rectification within 30 days. Failure to do so will be considered a breach and the provisions of clause 5.3 will apply.
- 2.20 Participate in the City of Port Phillip Smart Solutions for Community Services (SSCS) program in the first year of this agreement, and provide quarterly reporting on energy and water use, and annual reporting on greenhouse gas emissions (energy use), potable water use, waste to landfill, pollution, sustainable consumption and sustainable transport for the term of this agreement.

3. RECIPIENT'S GENERAL OBLIGATIONS

3.1 Laws

The Recipient must comply with all relevant laws.

3.2 Policies

The Recipient must comply with the policies listed in Schedule 2.

The Recipient is expected to have robust policies and procedures in place regarding Child Safety and sexual harassment, bullying and misconduct that meet all legislative requirements, are clear, up to date and well promoted within the organisation.

3.3 Insurance

The Recipient must take out and maintain throughout the Term (and any Extended Term) insurance policies for not less than the amount specified in Schedule 1.

3.4 Indemnity

The Recipient indemnifies Council, its officers, employees and agents against any loss or liability incurred by Council, including legal costs arising from or in connection with any act or omission of the Recipient under or in connection with this Funding Deed except to the extent that such loss or liability is caused by the unlawful or negligent act or omission of Council.

3.5 Information

The Recipient must provide all required information and Records in accordance with the terms of this Funding Deed.

3.6 GST

Unless otherwise indicated, all consideration for any supply under this Funding Deed is inclusive of GST.

The Funding Monies paid by Council are inclusive of GST.

3.7 Intellectual Property

Any intellectual property rights created as a result of the funding provided by the Council vests in the Recipient.

The Recipient grants Council a permanent, irrevocable, transferable, free, world wide, non-exclusive licence (including a right to sub-license) to use, reproduce, adapt and exploit any intellectual property rights created as a result of the funding provided by Council.

3.8 Warranty

The Recipient warrants that all statements, information and Records provided by it are true, correct and complete in all respects.

3.9 Information Privacy Principles

The Recipient must comply with all Information Privacy Principles.

3.10 Diversity

The funded agency acknowledges, represents, and is inclusive of all members of our diverse community to their program(s) and/or event(s) including people with disabilities, people who identify as lesbian, gay, bisexual, transgender or intersex (LGBTI), people of Aboriginal or Torres Strait Islander background, people experiencing financial disadvantage (including people who are homeless or at risk of homelessness) and our multicultural and multi-faith communities.

4. COUNCIL'S OBLIGATIONS

Council will: -

- 4.1 subject to Council approving the Funds in its budget each year and the Recipient fulfilling its obligations under clauses 2 and 3, pay the Funds to the Recipient in accordance with clause 4.2;
- 4.2 provide funding payments in advance within 14 working days of receiving Accountability Forms and Recipient Tax Invoice from the Recipient (with the exception of the initial funding payment);
- 4.3 provide written feedback to the Recipient within 14 working days of receiving Accountability Forms if Council believes Key Performance Indicators have not been reached;
- 4.4 arrange to meet with the Nominated Representative at least every three months to discuss delivery of the Services;
- 4.5 at least 10 months prior to the end of the Term, initiate a review process to determine if the Funding Deed will be extended;
- 4.6 notify the Recipient at least 6 months prior to the end of the Term of Council's decision whether to extend this Funding Deed for the Extended Term;
- 4.7 at least 10 months prior to the end of the Extended Term, initiate a review process to determine if a new Funding Deed will be implemented;
- 4.8 notify the Recipient at least 6 months prior to the end of the Extended Term of Council's decision whether to implement a new Funding Deed;
- 4.7 provide information as outlined in accordance with this Funding Agreement;
and
- 4.8 increase Funding Payments annually in accordance with the Consumer Price Index (Melbourne All Groups Index) in accordance with Schedule 2.

5. GENERAL

5.1 Term

This Funding Deed commences on the Commencement Date and expires at the end of the Term unless Council grants the Extended Term in which case this Funding Deed will expire at the end of the Extended Term.

5.2 Extended Term

Council may, at its absolute sole discretion, extend the operation of this Funding Deed for a period equal to the Extended Term.

5.3 Termination by Council

Council may terminate this Funding Deed if the Recipient is in breach of clauses 2 or 3. Council may only exercise its power under this clause if it has given written notice to the Recipient of the breach and the Recipient has failed to rectify the breach within 28 days of receipt of such notice.

5.4 Termination by Recipient

The Recipient may terminate this Funding Deed at any time provided that it gives written notice to Council of its intention to do so at least 28 days prior to terminating. If the Recipient terminates this Funding Deed pursuant to this clause the Recipient must repay to Council all unexpended Funds calculated on the day that notice is

given by the Recipient to Council and immediately cease expending any Funds from the date of that notice onwards.

5.5 Variation of this Funding Deed

Schedules 1 and 2 of this Funding Deed may be varied by agreement between Council and the Recipient. No variation to this Funding Deed is valid unless evidence of agreement to vary is in writing and notice is given to Council's Representative and the Nominated Representative pursuant to clause 5.9.

5.6 Dispute Resolution

Any disputes or differences arising during or after the Term (including any Extended Term) will be dealt with by a party to this Funding Deed serving a written notice on the other part which gives sufficient details of the dispute or difference so as to enable the other party to understand the nature of the dispute or difference.

Within 7 days a representative of each party who is authorised to resolve the dispute or difference will meet and attempt to resolve the dispute or difference. If the parties are unable to resolve the dispute or difference each party agrees to refer the dispute or difference to any form of alternative dispute resolution. In the event that alternative dispute resolution fails to settle the dispute or difference both parties agree to terminate this Funding Deed.

5.7 No Assignment

The Recipient must not assign any of its rights or obligations under this Funding Deed unless Council has consented in writing to such an assignment.

Council must not unreasonably withhold its consent under this clause.

5.8 Governing Law

The law of the State of Victoria governs this Funding Deed. Each party submits to the non-exclusive jurisdiction of the Courts of that State in respect of all matters arising under, or in relation to this Funding Deed.

5.9 Notices

Notices required or permitted to be served under this Funding Deed must be in writing and served:

- 5.9.1 personally on the Nominated Representative or Council's Representative; or
- 5.9.2 by sending it by post addressed to the Nominated Representative or Council's Representative; or
- 5.9.3 by email marked to the attention of the Nominated Representative or Council's Representative.

5.10 Transition of Services

On expiry or termination of this Agreement for any reason or if the Organisation ceases to deliver the Services, the Organisation will comply with any written notice from the Council requesting the Organisation to:

- (a) within twenty (20) Business Days hand over to the Council or any third party nominated by the Council all Records provided to the Organisation by the Council relating to the delivery of the Services; and

- (b) within twenty (20) Business Days transfer to the Council or any third party nominated by the all Records created, managed and maintained relating to the delivery of the Services in a format and in a way that allows the Records to be quickly and easily accessed, retrieved, reviewed, kept and used by the Council or third party nominated by the Council; and
- (c) within thirty (30) Days after the expiry or termination of this Agreement or the cessation of any Services under clause 13 [Cessation], provide the Council with:
 - (i) a financial acquittal detailing all the Funding paid to the Organisation by the Council and spent by the Organisation (including any unspent Funding); and
 - (ii) a copy of the current Asset Register; and
 - (iii) any other outstanding information, documentation or reports the Organisation is required to provide the Council under this Agreement; and
- (d) provide (and require any subcontractor engaged by the Organisation to provide) all reasonable assistance to the Council to transfer all or part of the Services, functions and operations provided by the Organisation under this Agreement to the Council or any third party nominated by the Council, including:
 - (i) answering questions and providing other information as may be reasonably sought by the Council and/or any third party nominated by the Council; and
 - (ii) handing over client information and any material or Records held by the Organisation or any subcontractor engaged by the Organisation relating to the delivery of the Services, regardless of the manner of storage, to the Council and/or to any third party nominated by the Council.

5.11 Status of Organisation

5.11.1 The Organisation and the Council agree and acknowledge that:

- (a) nothing in this Agreement creates any joint venture, legal partnership, employment or agency relationship between the Organisation and the Council; and
- (b) neither party has authority to incur any liability or make any representation on behalf of the other.

5.11.2 The Organisation is solely responsible and liable for paying superannuation, payroll or any other tax, WorkCover levy or any similar payments or entitlements in relation to its employees.

5.11.3 The Organisation warrants that it is a legal entity capable of entering into this Agreement and that it complies with all Laws under which it is incorporated.

5.11.4 The Organisation will provide the Council with evidence of the Organisation's legal status if requested by the Council and will give written notice to the Council within five (5) Business Days of any changes to the Organisation's legal status coming into effect.

5.11.5 Prior to any proposed Change in Control, the Organisation will:

- (a) give written notice to the Council with reasonable time for the Council to consider the impact of the proposed Change in Control; and
- (b) provide any information or documentation required or requested by the Council about the proposed Change in Control.

5.11.6 If the Organisation is a partnership, joint venture or consortium of two (2) or more persons, all such persons are liable both individually and as a group to the Council for the full performance of this Agreement.

5.11.7 Where the Organisation or any part of it is a partnership, this Agreement will not terminate automatically on the death, retirement or resignation of one or more members of such partnership.

5.11.8 The Organisation's Primary Contact has authority to bind the partnership, joint venture or consortium and each of its members.

5.12 Additional condition that applies to this Agreement - Notice and Acknowledgement

5.12.1 Acknowledgement

All marketing and promotion must acknowledge funding from the City of Port Phillip:

- Linden New Art Inc should refer to the City of Port Phillip style guide and seek approval for the use of the City of Port Phillip logo.
- All promotional material needs to state:
 - Linden New Art Inc's core funder is the City of Port Phillip

5.12.2 Notice of events

Where possible, invitations to events must be sent to Councillors and Council Officers four weeks prior to an event. Requests for the Mayor or Councillor to speak at an event requires as much notice as possible.

5.12.3 Partnerships

Additional partnerships and sponsorships (financial or otherwise) that contribute to or support this initiative must be aligned with Council's Sponsorship guidelines with particular reference to the St Kilda Festival Sponsorship Policy 2018 4.5:

"... organisations that are involved in activities and/or products that present a direct hazard to community health and wellbeing, or to the reputation of the City of Port Phillip, are regarded as being inappropriate for any form of sponsorship. Some examples include:

- Tobacco and cigarette related products, services or brands;
- Gambling, gaming or betting products, services or brands;
- Products, services or brands associated with pornography;
- Companies, Partnerships, or Sole Traders who are under investigation by ACCC or any other legal authority;
- Companies, Partnerships, or Sole Traders where the sponsorship could be perceived as an inappropriate attempt to influence Council decision making processes."

Where doubt exists, Linden New Art Inc will consult Council through the nominated Council representative.

5.13 Additional condition that applies to this Agreement - Board Membership

5.13.1 Council will nominate one Councillor to the board of Linden New Art.

5.14 Additional condition that applies to this Agreement – Key Performance Indicator Target review period

5.14.1 Council will review Key Performance Indicator Targets in years three (2022/23) and seven (2026/27) in consultation with Linden New Art Inc.

5.15 Additional condition that applies to this Agreement - Environmental Measures

5.15.1 In occupying and using the Premises pursuant to this Licence, Linden New Art Inc agrees to use reasonable endeavours to develop and implement environmentally sustainable practices, with a particular focus on the following, provided that implementing these measures does not result in any additional costs to Linden New Art Inc:

- reducing energy consumption;
- reducing water usage;
- reducing landfill waste (reducing waste with a particular focus on Single Use Plastics such as plastic bags, bottles, take away coffee cups, disposable plastic containers);
- encouraging low emission transport options; and
- implementing sustainable purchasing policies to help reduce contamination / pollution and enhance indoor environment quality.

5.15.2 If requested by Linden New Art Inc, Council will provide advice and support to assist Linden New Art Inc in developing and implementing environmentally sustainable practices pursuant to the preceding Special Condition.

5.15.3 From time to time, Council may at its discretion, elect to implement sustainability initiatives designed to improve the environmental performance of the Premises. Linden New Art Inc must cooperate with Council in relation to any such initiatives.

5.16 Additional condition that applies to this Agreement – External Impacts

5.16.1 Linden New Art and Council agree to work together in collaborative partnership to deliver the ethos of the goals and agreement. However, events or challenges beyond either parties control, including government directives, may impact program delivery and therefore impact reporting of and the meeting of KPI targets. Linden agrees to work with Council to discuss the challenges and identify alternatives if possible.

EXECUTED AS A DEED.

SIGNED, SEALED AND DELIVERED
for and on behalf of **Port Phillip City**
Council by Peter Smith
CEO
in the presence of:

)
)
)
)
)

Signature

Signature of Witness

Name of Witness

SIGNED, SEALED AND DELIVERED
for and on behalf of **Linden New Art Inc.**
by Jeremy Blackshaw
Chairperson

)
)
)
)
)

in the presence of:

Signature

Signature of Witness

Name of Witness

SCHEDULE 1

Commencement Date:	17 September 2020
Council's Representative:	Coordinator Arts and Creative Industries
Term:	Five years
Extended Term:	Five years
Recipient:	Linden New Art Inc
Nominated Representative:	Director
Insurance (Public Liability):	\$20,000,000
Insurance (Professional Indemnity):	\$5,000,000

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SCHEDULE 2 – Linden New Art Inc

Background

Linden New Art Inc is one of a number of independently-managed cultural organisations within the City of Port Phillip. Council owns the building having acquired it in 1986 as the City of St Kilda.

Council provides significant funding to support the cost of delivering a range of predominantly visual arts programs in this highly valued public art gallery. In 1999 Council devolved management and program implementation to the independent incorporated association now known as Linden New Art Inc.

Responsibility for the management of the organisation rests with a Board of Management, made up of skilled pro bono business and for purpose professionals with expertise in a range of areas to support the effective governance of the organisation. Board members provide their time and expertise voluntarily. The Board is responsible for the mission, vision, direction setting, strategic leadership and overall financial management of the organisation. The Gallery Director reports to the Board and is responsible for organisational development, administration and ongoing program implementation. Council values the experience and commitment that these skilled Board members and appointed staff bring to the development and management of Linden New Arts Inc.

A range of funding acquittal and compliance measures have been outlined to provide accountability and demonstrate value to the community.

Purpose

The purpose of this funding deed is to grant to Linden New Art Inc funds to be used in order to:

- enrich the lives and culture of local community members and the wider community through contemporary visual arts activities and related community engagement activities at Linden New Art;
- align services of the cultural facility with the Council Plan, particularly Strategic Direction #5: We thrive by harnessing creativity: A City where arts, culture and creative expression are part of everyday life.

Objectives

Linden New Art Inc will deliver on the Council Plan through:

Objectives	Measures of success
Promote and celebrate community creativity and participation in visual arts and other art forms where appropriate	Ensure proper promotion of all programs across relevant marketing channels. Engage with multiple segments of the Port Phillip Community including children, youth and families, local residents, LGBTQIA and Seniors
Support practicing artists, cultural organisations, and service providers	Creative use of the full range of spaces available at Linden in year-round programming Increase opportunities for creative practitioners in industry experience, collaboration and innovation. Ensure local artists/creative practitioners are heavily represented in spaces provided.

Objectives	Measures of success
Deliver a diverse and comprehensive cultural program that incorporates a broad range of visual arts practice and work	Provide programs that encompass a diverse range of artforms, Develop partnerships with local, Melbourne and nationally based artists and creative organisations that enable cross collaborative programming across the year.
Develop strategic direction that contributes to the Council Plan and Creative and Prosperous City Strategy.	Strategic Plan aligns with Council Plan. Strategic Plan contains actions that contribute to the Creative and Prosperous City Strategy.
Contribute to a City with lower carbon emissions, a water sensitive City, a sustainable reduction in waste.	Reduction in greenhouse gas emissions (energy use), potable water use, waste to landfill and pollution. Increase in sustainable consumption, use of sustainable transport options.

Goals for this funding deed are to provide and encourage:

1. Access and Inclusion: Operate under universal access principles, adhere to Council's access and equity principles and work to overcome all barriers to participation be they physical or financial
2. Audience Engagement: deliver content which appeals to diverse communities and audiences from the City of Port Phillip and broader Melbourne.
3. Artistic Vibrancy: Program ambitious, contemporary and diverse works across a range of artforms and practices, creating opportunities for artists to showcase their work
4. Community Outreach: Actively engage the community, including residents, artists and visitors through opportunities to attend, participate and create; work to identify new and underrepresented community groups in both audiences and programming and explore opportunities to engage them; Provide affordable space and collaborative opportunities for local artists and organisations; demonstrate Linden New Arts' impact on the broader community and economy including, but not limited to, arts and social wellbeing, family programming, and support for local tourism and businesses
5. Sustainability and governance: Generate income from other sources with a view to gradual reduction in percentage of Council core funding; invite council officers and managers where appropriate to board and other meetings. Develop appropriate partnerships within the municipality to provide opportunities for cross-collaboration and promotion
6. Future Planning & Impact: Work closely with Council officers to realise potential opportunities and maintain alignment with the Council Plan

Funding Monies

Council will provide Linden New Art with base funding of \$351,000 plus GST annually, with a CPI adjustment (All Groups Melbourne Index) annually from 2021/2022 onwards¹.

In 2020/21, Council will provide in kind support for maintenance and cleaning works of \$28,000 and building insurance of \$10,000, with a CPI adjustment (All Groups Melbourne Index) annually from 2021/2022 onwards. During this period, Council and Linden New Art will negotiate further schedules and terms to transfer these amounts and responsibilities to Linden New Art commencing 2021/22 and for the remainder of this Funding Deed.

¹ The core funding amount will be adjusted in accordance with the Consumer Price Index (Melbourne All Groups Index) – level to be confirmed

The annual funding amounts will be paid in two instalments comprised as follows:

Description	Sum	
Instalment 1:		Reporting Requirements:
50% core funding	175,500 + Annual Accrued CPI	Annual acquittal reports
50% Maintenance In Kind 2020/2021	(14,000) + Annual Accrued CPI	
Building Insurance Contribution In Kind 2020/2021	(10,000) + Annual Accrued CPI	
Total cash payment \$175,500	199,500	Due: 31 October 2020
		Due: 31 July 2021 onwards
Instalment 2:		Reporting Requirements
50% core funding	175,500 + Annual Accrued CPI	Updated Strategic Plan
In Kind 50% Maintenance	(14,000) + Annual Accrued CPI	Annual Budget and Program
In Kind 2020/2021		6 monthly reports
Total cash payment \$175,500	189,500	Due: End of first week of February annually
Total Funding per annum	389,000 + GST	\$351,000 cash payment \$38,000 in kind 2020/21
Commercial lease value	340,000	
Total Value	729,000	

Key Performance Indicators

Objective 1: Promote and celebrate community creativity and participation in visual arts and other art forms where appropriate

Goal	Indicator	Target 2020/21	Target 2021/22	Target 2022/23	Review Targets 2022/23	Target 2023/24	Target 2024/25	Target 2025/26	Target 2026/27	Target 2027/28	Target 2028/29	Target 2029/30
2: Audience Engagement 3: Artistic Vibrancy 4: Community Outreach	Visitor attendance (detailed by channel)	20,000	25,000	25,000								
2: Audience Engagement 4: Community Outreach	Local resident attendance	30%	35%	35%								
1: Access and Inclusion 2: Audience engagement 4: Community Outreach	Level of access and diversity in participation and patronage for visitation and event participation, and where possible for online engagement (detailed by channel)	narrative	narrative	narrative								
1: Access and Inclusion 2: Audience engagement 4: Community Outreach	Attendance by community segment – including children, youth and families, local residents, LGBTIQ and Seniors	narrative	narrative	narrative								
2: Audience Engagement 3: Artistic Vibrancy	Percentage of overall audience satisfaction rated Very satisfied/Satisfied	80%	80%	80%								

Goal	Indicator	Target 2020/21	Target 2021/22	Target 2022/23	Review Targets 2022/23	Target 2023/24	Target 2024/25	Target 2025/26	Target 2026/27	Target 2027/28	Target 2028/29	Target 2029/30
1: Access and Inclusion 2: Audience Engagement 3: Artistic Vibrancy 6: Future Planning and Impact	Percentage of audience feedback on Linden New Art's exhibitions and programming rated Very satisfied/Satisfied	80%	80%	80%								
1: Access and Inclusion 2: Audience Engagement 4: Community Outreach 6: Future Planning & Impact	Percentage of visitors feeling more socially connected following a visit to Linden New Art, including positive impact on their wellbeing and mood and sharing their visit with other people	60%	65%	65%								
2: Audience engagement 4: Community Outreach	Visitors recommend Linden to friends, family and colleagues rated Very likely/likely	85%	85%	85%								
3: Artistic Vibrancy 4: Community Outreach 6: Future Planning & Impact	Linden's visitors contribute to the local economy	narrative	narrative	narrative								

Goal	Indicator	Target 2020/21	Target 2021/22	Target 2022/23	Review Targets 2022/23	Target 2023/24	Target 2024/25	Target 2025/26	Target 2026/27	Target 2027/28	Target 2028/29	Target 2029/30
2: Audience Engagement 3: Artistic Vibrancy 4: Community Outreach	Visitors are aware of the range of Linden's programs, shown by ongoing communications, visitor surveys, and regular attendance	narrative	narrative	narrative								
2: Audience Engagement 3: Artistic Vibrancy 4: Community Outreach	Number of media mentions, increasing Linden's profile	100	100	100								
2: Audience Engagement 3: Artistic Vibrancy 4: Community Outreach	Number of social media channels and associated campaigns, increasing Linden New Arts' profile	At least 4 channels At least 200 posts	At least 4 channels At least 200 posts	At least 4 channels At least 200 posts								

Objective 2: Support practicing artists, cultural organisations, and service providers

Goal	Indicator	Target 2020/21	Target 2021/22	Target 2022/23	Review Targets 2022/23	Target 2023/24	Target 2024/25	Target 2025/26	Target 2026/27	Target 2027/28	Target 2028/29	Target 2029/30
3: Artistic Vibrancy 4: Community Outreach	Number of Artists involved in exhibitions (detail by activity)	500	500	500								

Goal	Indicator	Target 2020/21	Target 2021/22	Target 2022/23	Review Targets 2022/23	Target 2023/24	Target 2024/25	Target 2025/26	Target 2026/27	Target 2027/28	Target 2028/29	Target 2029/30
1: Access and Inclusion 3: Artistic Vibrancy 4: Community Outreach 6: Future Planning and Impact	% CoPP Artists involved in exhibitions and programs	20% & narrative	25% & narrative	25% & narrative								
3: Artistic Vibrancy 4: Community Outreach	Artists are satisfied by their experience working at Linden (Very satisfied/satisfied)	80%	80%	80%								
3: Artistic Vibrancy 4: Community Outreach	Artists recommend working with Linden to colleagues (Very likely/likely)	85%	85%	85%								
3: Artistic Vibrancy 4: Community Outreach	Artists believe exhibiting at Linden has enriched their practice	80%	80%	80%								
3: Artistic Vibrancy 4: Community Outreach	Impact of Artist and Writers in Residence Program on both Linden and Artists	Develop impact survey to be used for future targets Narrative	Narrative	Narrative								

Goal	Indicator	Target 2020/21	Target 2021/22	Target 2022/23	Review Targets 2022/23	Target 2023/24	Target 2024/25	Target 2025/26	Target 2026/27	Target 2027/28	Target 2028/29	Target 2029/30
3: Artistic Vibrancy 4: Community Outreach	Work with Council and Creative Businesses to scope opportunities and collaborations for Linden Companies in Residence Program	Develop Strategy and Creative business Connections in partnership with CoPP Arts and Creative Industries Team Narrative	Narrative	narrative								
1: Access and Inclusion 3: Artistic Vibrancy 4: Community Outreach 6: Future Planning and Impact	Impact of Linden New Arts support on exhibiting artists in career development and progression	Narrative	Narrative	Narrative								

Objective 3: Deliver a diverse and comprehensive cultural program that incorporates a broad range of visual arts practice and work

Goal	Indicator	Target 2020/21	Target 2021/22	Target 2022/23	Review Targets 2022/23	Target 2023/24	Target 2024/25	Target 2025/26	Target 2026/27	Target 2027/28	Target 2028/29	Target 2029/30
2: Audience Engagement 3: Artistic Vibrancy 4: Community Outreach	Number of exhibitions: Main space	6	8	8								
2: Audience Engagement 3: Artistic Vibrancy 4: Community Outreach	Number of exhibitions: Linden Projects	4	10	10								
2: Audience Engagement 3: Artistic Vibrancy 4: Community Outreach	Number of events and programs (detailed by activity)	18	25	25								
1: Access and Inclusion 2: Audience Engagement 3: Artistic Vibrancy	Quality and ambition of programming presented, responding but not limited to broader contemporary art trends, community sensitivities, practitioner diversity, range of mediums, and presentation formats. To be assessed by council coordinated peer review panel in year 3	Work with Council to develop meaningful terms of reference for future development Narrative	Narrative	Narrative								

Goal	Indicator	Target 2020/21	Target 2021/22	Target 2022/23	Review Targets 2022/23	Target 2023/24	Target 2024/25	Target 2025/26	Target 2026/27	Target 2027/28	Target 2028/29	Target 2029/30
2: Audience Engagement 3: Artistic Vibrancy	Demonstrated collaborative partnerships	4	4	4								
1: Access and Inclusion 2: Audience Engagement 3: Artistic Vibrancy 4: Community Outreach	Family and child participation in Linden's education program	200	220	220								
1: Access and Inclusion 2: Audience Engagement 3: Artistic Vibrancy 4: Community Outreach	Number of schools participating in Linden's education program	20	22	22								

Objective 4: Develop strategic direction that contributes to the Council Plan and Creative and Prosperous City Strategy.

Goal	Indicator	Target 2020/21	Target 2021/22	Target 2022/23	Review Targets 2022/23	Target 2023/24	Target 2024/25	Target 2025/26	Target 2026/27	Target 2027/28	Target 2028/29	Target 2029/30
1: Access & Inclusion 3: Artistic Vibrancy 4: Community Outreach 5: Sustainability and Governance 6: Future Planning and Impact	Develop relevant partnerships and collaborations to enhance the program	narrative	narrative	narrative								

Goal	Indicator	Target 2020/21	Target 2021/22	Target 2022/23	Review Targets 2022/23	Target 2023/24	Target 2024/25	Target 2025/26	Target 2026/27	Target 2027/28	Target 2028/29	Target 2029/30
1: Access & Inclusion 3: Artistic Vibrancy 4: Community Outreach 5: Sustainability and Governance 6: Future Planning and Impact	Annual increase in funding from both public sector and private supporters	10%	15%	15%								
5: Sustainability and Governance 6: Future Planning and Impact	Total Council contribution as a % of income	57%	56%	55%								
5: Sustainability and Governance 6: Future Planning and Impact	Programs and events that encourage sustainable arts practice, sustainable transport or waste reduction	narrative	narrative	narrative								
1: Access & Inclusion 2: Audience Engagement 3: Artistic Vibrancy 4: Community Outreach 5: Sustainability and Governance 6: Future Planning and Impact	Strategic Plan meets the funding deed goals	narrative	narrative	narrative								

Goal	Indicator	Target 2020/21	Target 2021/22	Target 2022/23	Review Targets 2022/23	Target 2023/24	Target 2024/25	Target 2025/26	Target 2026/27	Target 2027/28	Target 2028/29	Target 2029/30
1: Access and Inclusion 4: Community Outreach 5: Sustainability and Governance 6: Future Planning and Impact	Linden contributes to the local arts sector and supports relevant gatherings for senior staff of Port Phillip-based arts organisations	Quarterly meetings / narrative	Quarterly meetings / narrative	Quarterly meetings / narrative								
1: Access and Inclusion 4: Community Outreach 5: Sustainability and Governance 6: Future Planning and Impact	Linden works with CoPP based arts organisations, contributing to relevant sector gatherings and demonstrating leadership in best practice governance	1 + narrative	2 + narrative	2 + narrative								
1: Access and Inclusion 4: Community Outreach 5: Sustainability and Governance 6: Future Planning and Impact	CoPP departments work in partnership with Linden New Art for co-delivery of appropriate programming	Work with Council to develop process for co-delivery and collaboration Narrative	Narrative	Narrative								

Objective 5: Contribute to a City with lower carbon emissions, a water sensitive City, a sustainable reduction in waste.

Goal	Indicator	Target 2020/21	Target 2021/22	Target 2022/23	Review Targets 2022/23	Target 2023/24	Target 2024/25	Target 2025/26	Target 2026/27	Target 2027/28	Target 2028/29	Target 2029/30
5: Sustainability and Governance 6: Future Planning and Impact	Reduction in greenhouse gas emissions and potable water use.	Targets TBD in 2020/21 as part of participation in SSCS, in alignment with targets in Act and Adapt Sustainable Environment Strategy (and associated strategies and plans).										
5: Sustainability and Governance 6: Future Planning and Impact	Reduction in greenhouse gas emissions (energy use), potable water use, waste to landfill and pollution. Increase in sustainable consumption and use of sustainable transport options.	narrative	Narrative	Narrative								

Accountability Forms

The reports and documents to be submitted to Council by Linden New Art Inc include:

Form	Detail	Due date
Annual budget and program	Projections for the annual year	21 December
Linden New Art Inc Strategic Plan	Updated annually	21 December
6 monthly KPI report 6 monthly financial statement (certified by Treasurer EFY*)	6 monthly report template and financial statement showing detail of all income and expenditure	31 January 26 July
List and description of Board and staff	Board – bio info and election date Staff – brief role descriptor and FTE	26 July Upon resignation or new appointment of Board / staff member
Annual Report and audited financial statement	Calendar year reporting in line with Australian Charities and Not-for-profits Commission (ACNC) requirements following AGM	31 May
Quarterly sustainability reporting - electricity, gas and water use.	Quarterly reporting of energy and water use	30 April annually 31 July annually 31 October annually 31 January annually
Summary of activities performed to reduce greenhouse gas emissions (energy use), potable water use, waste to landfill and pollution, and increase sustainable consumption and use of sustainable transport in the preceding year.	Annual reporting on energy (greenhouse gas emissions) and water use, waste to landfill, pollution, sustainable consumption and sustainable transport	31 May annually

Administrative process during the term

Pursuant to Clause 4.5, Council will initiate a process in the fifth and tenth years at least 10 months before the end of each five year term to determine whether a new funding deed will be offered. This process will include engaging with the actions from the Art and Soul Creative and Prosperous City Strategy as they relate to arts services at Linden New Art.

Council Policies

1. Council Plan 2017 - 2027
2. Art and Soul Creative and Prosperous City Strategy 2018 - 2022
3. Health & Wellbeing Implementation Strategy 2017 - 2021
4. Child Safe Standards - Statement of Commitment to Child Safety 2017
5. Act and Adapt: Sustainable Environment Strategy 2018 - 2028
6. St Kilda Festival Sponsorship Policy 2018
7. Linden Strategic Plan or other plans as agreed
8. Lease and Licence agreements

