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**Open**

**PERFORMANCE AGREEMENT**

AGREEMENT dated \_\_\_\_\_ this day of \_\_\_\_\_ 2011.

BETWEEN &lt;name of artist&gt; ("The Artist")

AND &lt;name of Promoter&gt; ("The Promoter")

**BACKGROUND**

The Promoter wishes to engage the services of the Artist for a live performance at an event it is producing and the Artist agrees to provide such services on the terms and conditions set out in this Agreement.

**THE PARTIES AGREE:****1. THE EVENT**

The Promoter is producing an event at the venue and on the date and time as set out in Item 1 of the Schedule which is attached to and forms part of this Agreement ("the Schedule")

**2. ARTIST'S OBLIGATIONS**

The Artist warrants that it is free to enter into this Agreement and to fully perform the Agreement.

In consideration of the Artist's Fee and associated which is set out in Item 2 of the Schedule which is attached to and forms part of this Agreement ("the Schedule") the Artist agrees to give a live performance in accordance with Item 3 of the Schedule ("the Performance") at the Event.

Where the Artist consists of two or more members the individual members agree to be jointly and severally bound by the terms of this Agreement on the same terms as the Artist.

**Role Profile****Role Profile**

|                    |                                 |                 |   |
|--------------------|---------------------------------|-----------------|---|
| Job Title          | Freelance Marketing Consultant  |                 |   |
| Department/Country | English                         |                 |   |
| Location of post   | Pune                            |                 |   |
| Reports to         | Senior Manager Marketing, India | Duration of job | Initial 6 month contract, extendible depending on performance |

**Purpose of job:**

To support the business development for BCEESIP's English language services, ensuring that business targets are met, enabling the British Council to achieve its objectives

**Context and environment:**

This is a freelance post and the post holder will be part of the English department's pool of marketing consultants based across various cities in India contracted to support the business development on behalf of the BCEESIP, in the respective city where they are based.

**English Language Services India:**

BCEESIP is British Council's subsidiary to deliver Examinations and English service across India. India is a priority country for the British Council and for the growth of its English Language Services operation. The British Council is the world's English expert and is a market leader in English language teaching. The business has set in place ambitious plans to ensure growth and greater impact in a fast changing and global environment.

To achieve these plans, it is essential that we ensure high brand and product awareness and reach in the main cities and towns of India. We work to high standards of quality for all our products and services as well as customer service.

<http://www.britaincouncil.in/>

**South Asia Region:** The SA region for the British Council consists of 7 countries, India, Sri Lanka, Bangladesh, Nepal, Pakistan, Afghanistan and Iran.

**Accountabilities, responsibilities and main duties:****Accountabilities:**

To maintain the integrity and reputation of the British Council and BCEESIP, by ensuring that we deliver to prescribed levels of service to our customers.

**Responsibilities:**

- + To ensure effective delivery of the India English marketing plan South India
- + Work with the English team Marketing leadership to implement business development initiatives in your region/city
- + To generate B2C customer leads for our English products and services such as myEnglish and other self-access learning products
- + To effectively develop and manage customer relationships in your city/region
- + To support the delivery of promotional events and provide administrative support
- + To gather and report regularly on market (including competitor) information and ensure data is

**The artist agrees to:**

1. Provide the services specified in the contract for the period of time specified in the contract.
2. Perform the services in a professional and competent manner.
3. Comply with all applicable laws and regulations.
4. Indemnify and hold the Promoter harmless from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of or from the performance of the services.
5. Assign the contract to any other person or entity without the Promoter's prior written consent.
6. Release, defend, indemnify and hold the Promoter harmless from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of or from the performance of the services.
7. Represent and warrant that the services will be performed in accordance with all applicable laws and regulations.
8. Represent and warrant that the services will be performed in a professional and competent manner.
9. Represent and warrant that the services will be performed in a timely manner.
10. Represent and warrant that the services will be performed in a manner that does not damage the Promoter's reputation.
11. Represent and warrant that the services will be performed in a manner that does not violate any applicable laws or regulations.
12. Represent and warrant that the services will be performed in a manner that does not infringe any applicable laws or regulations.
13. Represent and warrant that the services will be performed in a manner that does not constitute an advertisement for any other person or entity.
14. Represent and warrant that the services will be performed in a manner that does not constitute a solicitation of business for any other person or entity.
15. Represent and warrant that the services will be performed in a manner that does not constitute a violation of any applicable laws or regulations.
16. Represent and warrant that the services will be performed in a manner that does not constitute a violation of any applicable laws or regulations.
17. Represent and warrant that the services will be performed in a manner that does not constitute a violation of any applicable laws or regulations.
18. Represent and warrant that the services will be performed in a manner that does not constitute a violation of any applicable laws or regulations.
19. Represent and warrant that the services will be performed in a manner that does not constitute a violation of any applicable laws or regulations.
20. Represent and warrant that the services will be performed in a manner that does not constitute a violation of any applicable laws or regulations.

**City City agrees to:**

1. Comply with all applicable laws and regulations.
2. Indemnify and hold the Promoter harmless from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of or from the performance of the services.
3. Represent and warrant that the services will be performed in accordance with all applicable laws and regulations.
4. Represent and warrant that the services will be performed in a professional and competent manner.
5. Represent and warrant that the services will be performed in a timely manner.
6. Represent and warrant that the services will be performed in a manner that does not damage the Promoter's reputation.
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20. Represent and warrant that the services will be performed in a manner that does not constitute a violation of any applicable laws or regulations.

**Both parties agree to:**

1. Comply with all applicable laws and regulations.
2. Indemnify and hold the Promoter harmless from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of or from the performance of the services.
3. Represent and warrant that the services will be performed in accordance with all applicable laws and regulations.
4. Represent and warrant that the services will be performed in a professional and competent manner.
5. Represent and warrant that the services will be performed in a timely manner.
6. Represent and warrant that the services will be performed in a manner that does not damage the Promoter's reputation.
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20. Represent and warrant that the services will be performed in a manner that does not constitute a violation of any applicable laws or regulations.

**Witness:**

1. The undersigned witnesses to the execution of this contract and to the identity and capacity of the parties.
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