

The following document is set out to protect the contractor from racism and or anti Blackness. The Contractor wishes the following clause to become an integral part of the agreement concluded between them and employer or institution. Failure to sign the agreement may result in the contractor withdrawing from commitments currently being discussed.

**In the event of harm cause.**

In the event that the Employer or one of his/her/their employees expresses himself/herself/themselves in a racist manner as defined by the injured party within the context of the production agreed upon in this contract towards one of the parties involved in the production (including the independent contractor), upon notification the employer commits to:

A) Stop and prioritise the injury caused, take it seriously enough to pause the agreed production for however long is necessary for the injured party to feel safe to continue or has decided to end engagement with institution or employer or project.

B) The employer acknowledges that in the injury caused then the artist may not want to continue, this document supports that this will be accepted by the employer on the understanding that the injured party is paid in full.

C) Acknowledging the harm caused by the racist act or acts and apologising. Discussing with and being led by the injured party what form any public statements if any should take place.

D) Agreeing a care package based on the needs of the injured party to help support them through the injury caused. This may include, but is not limited to: a taxi home, therapy sessions, dinner, etc.

E) If the injury has been caused by a particular person/ people, the employer commits to if the injured party feels it's necessary, to remove the person causing the injury and commits to finding a suitable replacement. If there have been multiple complaints against a person/ people the institution will take it seriously enough to terminate contracts. If a complaint is made under this agreement, the respective disciplinary procedure will be initiated.

F) By working with this agreement, the employer/ institution agrees not to discriminate and exclude the injured party on the basis of making this complaint. If the injured party feels this is happening at any time after the injury occurs, there will be a commitment to a process of mediation, and accountability to protect and avoid abusive dynamics between institutions and the injured party.

G) Under no circumstances is the injured party expected to continue dialogue with the person or people they identify to be causing harm, irrespective of their seniority or how integral they are perceived to be. Should the injured party request, the organisation commits to employing someone to enable the continuation of the project whilst prioritising minimising harm. This could either be someone who acts on the injured parties behalf, or the institutions behalf depending on what is desired by the injured party, Racism can also occur in the form of discriminatory actions. The institution/ employer will bear the cost.

H) If a situation occurs where a more prolonged discussion is necessary, the injured party can request a practice of mediation. The cost will be covered by the institution

## **Commitments to acknowledge racist and anti Black practices within the institution.**

A) The organisation commits to opening an anti racist fund in order to be prepared for this process of harm reduction. This should be a percentage (suggested 5%) of the institution's turnover.

B) The institution should acknowledge the racial pay gap within their institution in relation to national statistics, and by working with this document should commit to pay the difference to all Black and non Black POC employees.

## **Definitions:**

### **Black and non Black POC**

For the purpose of this document, anyone who identifies as Black or non Black POC and/or people who are ethnically diverse who experience racism, can use this clause.

### **Racism**

Establishing a racist act or statement has taken place is decided by the party who is affected by it. This agreement acknowledges that Black and non Black POC are in fact specialists at discerning racist and racialised behaviour. The occurrence of racism or anti- blackness is not to be defined by white people non-Black POC or the current level of understanding of the parties who caused harm. Establishing racism is not to establish malice or intent to harm.

### **Employer/ institution**

For the purpose of this agreement the terms “employer and institution” are used interchangeably. The definition of employer/ institution for the purpose of this agreement is as follows:

“ A person or party who has professional and or financial power over the injured party”

### **Production**

Production includes but is not limited to: a project, event, performance, a tour, workshop, or any other way an institution works with an artist who wants to rely on this statement.

A production can also be defined by the introduction of this clause. An artist bringing this clause to the table could indicate they feel like the type of work they are engaging with needs this protection, and can be defined by the word ‘production’.

### **Privacy or Non disclosure agreements**

The injured party retains the right to reveal or disclose the harm caused on any social media platform or within their creative and or professional communities without penalisation. Any discussion of this kind cannot be used to penalise the injured party.

The injured party must not be silenced or isolated from their community in order to protect the institution, project, or teams associated with it.

The institution or its employees will not surveil the injured parties public platforms and use it as evidence against them.

In the event that this agreement and the terms of employment contract are in conflict, this agreement will be followed. Any events or harm caused will be excluded from any confidentiality or non disclosure agreement signed by the injured party.

Signed:

Signed:

A note from the writers:

*This document was created by Zinzi Minott with support from Paris Cian, Eve Stainton, Florence Peake, and is an open ended document that can be used and amended by any Black or non Black person of colour who intends to use it to protect themselves and their interest when entering into agreements with an employer or institution where racist and anti Black injury could occur.*

*This document is not to be amended by an employer or institution. We ask that anyone who may be both an employer and a potential injured party think carefully about their amendments, making sure that those amendments come from a place of protecting oneself from potential injury and not to protect oneself when you act as institution/employer.*

*This document has been created with the purpose of protecting people from and changing racism and anti-Blackness. It is not to be repurposed for anything else or changed by anyone white without discussion.*