

# **AGREEMENT BETWEEN**

**ICORN**

**THE INTERNATIONAL CITIES OF REFUGE NETWORK**

and

**THE CITY OF HELSINKI**

**DRAFT 21.11.2017**

Date:

ICORN/City Agreement

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## I. Declaration

In accordance with the Charter adopted by ICORN at the general assembly June 3<sup>rd</sup> 2010, and the ICORN Statutes adopted by ICORN at the general assembly April 22<sup>nd</sup> 2009, the city of Helsinki p r o c l a i m s i t s e l f a n “ I C O R N C i t y Writers and Artists” .

## II. Commitments Entered Into By the ICORN Administration Centre

In accordance with the ICORN Charter and the ICORN Statutes, the ICORN Administration Centre agrees that:

- A. The ICORN Administration Centre will provide the city with an informed recommendation regarding writers and artists suitable for the City of Refuge in question.
  1. Through formal cooperation with the WiPC of International PEN, ICORN will provide documentation that the writer/artist in question is:
    - a. A legitimate writer/artist
    - b. Being threatened, persecuted or imprisoned as a consequence of his/her written and/or artistic production.
  2. Establish contact between the writer/artist and the City of Refuge, and will advise in the relocation of the writer/artist and his/her family within the City of Refuge.
- B. The ICORN Administration Centre will provide support for and advise in practical matters surrounding the placement:
  1. The ICORN Administration Centre will implement and maintain reliable communications with the writers and artists hosted, as well as provide and maintain a communications network for and among the writers and artists.
  2. The ICORN Administration Centre will implement and maintain reliable c o m m u n i c a t i o n s w i t h t h e c i t i e s ' d e s i g provide and maintain a communications network for and among the City of Refuge Coordinators.

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3. If the writer/artist cannot return to his/her home country, ICORN will support the city and the writer/artist in regard to the necessary steps for securing an extended or permanent residency or seeking alternative placement.
  4. The ICORN Administration Centre will conduct fundraising for ICORN. It will establish and maintain an ICORN Emergency Fund, with the aim to be able to cover parts of unforeseen and not proportionate expenses the member cities are exposed to while inviting and hosting the writers and artists.
- C. In an effort to promote Freedom of Expression, the ICORN Administration Centre will also:
1. Implement and maintain a website which may be used for:
    - a. Promotion of the hosted writers and artists and their works
    - b. Exposure of and information about the member cities
    - c. Publishing information about all kinds of ICORN activities
    - d. Sharing experiences and information concerning ICORN issues between all involved parties
    - e. Fundraising, promotion and recruitment for ICORN Cities of Refuge
  2. Facilitate seminars, literary and artistic events in order to create market places for the work. ICORN writers and artists
  3. Assist the cities in encouraging the writer/artist to undertake literary, artistic, cultural and academic responsibilities (the nature of which will be determined in dialogue with the host city) during his/her residency.

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**III. Commitments Entered Into By the City**

- A. The member city commits to adhering to the agreement as set forth below:
1. Each writer/artist will be hosted for a standard period of one year with an option for prolonging the stay with one more year if both parties agree, unless otherwise agreed upon with the ICORN Administration Centre.
  2. The city will provide one furnished residential accommodation for the writer/artist and his/her family.
  3. The city will facilitate the acquisition of a legal status (visa, residence permit) that will enable the writer/artist and his/her family to reside in the city for the duration of the ICORN residency. If permanent residency were an option, ICORN would welcome such an option.
  4. The city is to provide the writer/artist with a scholarship/grant to be paid directly to the writer/artist in monthly instalments. The amount is agreed with the ICORN Administration Centre, according to an internationally certified standard of living indexes.
- B. The city will take the following steps to ensure the welfare of the writer/artist and his/her family:
1. The city must maintain absolute confidentiality in regard to all communications and intensions (declared and/or under consideration) among the city, the writer/artist and ICORN; and in regard the movements of the writer/artist and his/her family prior to their safe arrival within the host city.
  2. The city is to cover all travel expenses concerning the journey of the writer/artist and his/her family. These expenses will include, for example, fees for passports and visas.
  3. The city will designate coordinator(s) to work with the writer/artist and his/her family to facilitate integration within the host city and to address issues concerning the writer/artist and his/her family, providing, or providing for, appropriate support.

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4. The city is responsible for implementing and maintaining safe, appropriate working and living conditions for the writer/artist and his/her family.
5. During the period of refuge, the city is required to provide the available health and residential insurances, for the writer/artist and his/her family.
6. Whenever possible, the city is to enable the writer/artist to benefit from municipal public services (such as urban transport services, libraries, schools, etc.), and to facilitate meetings between the writers and artists and the cultural and artistic organizations in the city.
7. The coordinator is to facilitate possibilities for the writer/artist by initiating contact with local schools and wider public arenas in which the writer/artist can promote his/her identity as a writer/artist and/or utilize other skills.
8. The city is to provide access to services that will enable the writer/artist to learn the language of the host country.

C. The city will comply with the following cooperative terms of agreement:

1. The city's agreement with the writer/artist will be made on agreement with ICORN, and based on the ICORN Administration Centre's terms and conditions.
2. In any and all media events (interviews, press release, public event, etc.) the city is required to indicate the ICORN program as the framework for the "writers/artists' refuge" for the city's "Refuge".
3. Upon the signing of this agreement, the city will pay the ICORN Administration Centre an annual membership fee. The membership fee is decided by the General Assembly. The membership fee may vary in exceptional circumstances, for example in the case of agreements between ICORN and a region\*.

*\*A region status of member-city co-operations will be defined by the General Assembly. The region will be required to designate a Regional Coordinator.*

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**IV. Duration of Agreement**

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

**V. Mediation/Settlement of disputes and applicable law**

Issues relating to the agreement will be resolved primarily through negotiations between the parties. If a dispute cannot be resolved through negotiation, it will be submitted for resolution in District Court of Helsinki (first Instance).

The laws of Finland apply to this agreement. The connecting factor rules of Finnish law shall not, however, apply to this agreement.

**VI. Termination of the Membership Agreement**

Any member that does not fulfill the duties in the Membership Agreement may be excluded from the network's services by terminate its membership by giving written notice to the Board. The membership terminates 6 (six) months after the Board has received and accepted the notice. If the resigning member has a writer/artist in residence (placed by ICORN) the member must fulfill its obligations towards the writer/artist until the end of the writer/artist' s placement term as agreed in the Membership Agreement.

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\_\_\_\_\_  
, ICORN Chair of Board

\_\_\_\_\_  
, ICORN Executive Director

Date:

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