

## **Co-working Agreement, NO NIIN ry**

**NO NIIN ry | Kotipaikka: Helsinki | Y-tunnus Number**

**Address**

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### **1 CONTRACTING PARTIES / PARTIES TO THE AGREEMENT**

#### **1.1 Co-founder & Co-editor of NO NIIN ry**

Contact person:

Pronoun:

Email:

Phone:

(hereinafter 'NAME')

#### **1.2 Co-founder & Co-editor of NO NIIN ry**

Name:

Pronoun:

Email:

Phone:

(hereinafter 'NAME')

### **2. THE PURPOSE OF THIS AGREEMENT**

2.1. In this Co-working Agreement, NAME X and NAME Y agree on the issues of Authorship, Decision-Making Processes, Division of Tasks, Place of Work, Working Hours, Communication, Promotion of NO NIIN, Use of Creative and Intellectual Content Generated from NO NIIN, Conflict Resolution, Holidays and Sick leaves, Dissolution of the Association, Leaving the Association, Salary, Capital Contributions, and other matters with regard to running the association NO NIIN ry and the magazine NO NIIN.

2.2. This Co-working Agreement is valid from (TERM OF AGREEMENT).

### **3. Authorship of NO NIIN**

3.1. NAME X and NAME Y are both titled as Co-Founders and Co-Editors of NO NIIN on NO NIIN's website and other communication channels.

3.2. NAME X and NAME Y have equal authority over NO NIIN – the concept – as their shared creative and intellectual property.

### **4. Decision Making Process**

4.1. All decisions regarding NO NIIN's creative direction, content, use of funds, hiring of services and commissioning of contributors must be made by both NAME X and NAME Y.

4.2. All decisions regarding NO NIIN's financial expenditure must be made by both NAME X and NAME Y.

4.3. All decisions regarding NO NIIN's collaborations with other individuals, working groups and institutions must be made by both NAME X and NAME Y.

4.4. The NO NIIN ry association and editorial board members must always be chosen by NAME X and NAME Y.

4.5. In the case of an emergency situation, when one person is out of reach and a decision must be made pertaining to the editorial decisions such as text, images, contributors, NAME X and NAME Y have the independent rights to make such a decision.

4.6. In the case of an emergency situation, when one person is out of reach and a decision must be made pertaining to payments, bank operations, changes in association rules, administrative and editorial board decisions. NAME X and NAME Y do not have an independent right to make such decisions.

## **5. Working Hours**

5.1. NAME X and NAME Y commit to working approximately 6 hours/day from Monday to Friday.

5.2. The weekends are off for both NAME X and NAME Y. Unless they decide otherwise themselves.

5.3. All work communications between NAME X and NAME Y must take place between 9 am to 5 pm.

## **6. Working Place**

6.1. NAME X and NAME Y can both choose the location where they wish to work from, as long as they commit to their promised working hours and to meeting at least once a week. The meeting can be in person or online.

## **7. Division of Tasks**

7.1. The division of tasks—communicating with contributors and service providers; making contracts; planning content for each monthly issue; making payments to the contributors and service providers, etc.— shall always be made with the agreement of both NAME X and NAME Y.

7.2. The decision regarding the division of tasks can be made during NAME X and NAME Y's weekly meetings. Each week NAME X and NAME Y should negotiate with each other which tasks they prefer to be responsible for in that week.

7.3. NAME X and NAME Y must make an effort to remain cautious of maintaining an equal working ground on the basis of the working hours/difficulty of the tasks and the number of the tasks required for the monthly publishing of NO NIIN magazine.

## **8. Conflict Mechanism**

8.1 NAME X and NAME Y will adopt a ‘collaborative and accommodating’ mechanism towards conflicts that may arise due to differences in opinion, working methods, legal aspects or personal preferences.

8.2 Any matter that seems stressful and conflicting will be addressed at the outset and aim to be resolved through conversation and reasoning.

8.3 If there are matters that both parties or either seem insufficient in handling they will seek support and help from the NO NIIN ry Association Board. If matters don’t resolve, NAME X and NAME Y, with the consent of each other will seek the services of a professional mediator.

8.4. If a board member or a content producer brings a difficult issue/conflict/difference of opinion to NAME X and NAME Y, that either of them finds upsetting or triggering, these steps have to be considered in the manner with which they respond to the person:

- 1) Never respond instantly. Always take one or two days to think about the matter without anger and respond only when calm.
- 2) Avoid language that can be interpreted as sarcastic and contemptuous.
- 3) It is always ideal to handle conflicts and talk them through in-person, as the tone of written text can be misleading. This goes for possible conflicts between NAME X and NAME Y as well. Always have difficult conversations in person.

## **9. Promotion of NO NIIN**

9.1. After the NO NIIN website has been made public/ published online, NAME X and NAME Y are free to promote the visibility of NO NIIN through their personal accounts.

9.2. NAME X and NAME Y are entitled to freely talk with the media about NO NIIN, its origins, production process and other content, and shall, in accordance with good practice, always supply the name of its co-editor and co-founder.

## **10. Use of Creative and Intellectual Content generated from NO NIIN**

10.1. Copyrights and other creative and intellectual property rights that arise from the production of NO NIIN during and beyond the term of validity of this Co-working Agreement shall remain with NAME X and NAME Y.

10.2. NAME X and NAME Y are permitted and entitled to use this material with each other's consent for the development and furthering of their individual research and artistic practice.

10.3. In all above-mentioned situations, NAME X and NAME Y shall respect Contributor/Content Producer's moral rights as per Finnish Copyright Act, and shall, in accordance with good practice, always supply the name of NO NIIN, its co-editor and co-founder, the Content Producer, the title of the Work in connection with the Work and its display or presentation in conjunction with

10.4. The obligations and rights mentioned under this section on copyright and other rights shall, as applicable, remain in force also after the period of validity of this Co-working Agreement.

## **11. Privacy Policy**

11. 1. All communication between the NAME X and NAME Y, including their contact details and other personal information is private and confidential data and must not be shared with third parties unless previously agreed with one another.

## **12. Meeting minutes**

12.1 The decision regarding who makes the meeting minutes can be made during the meeting itself. The notes must remain accessible and viewable to both NAME X and NAME Y.

### **13. Holiday and Sick Leave**

13.1 NAME X and NAME Y are entitled to 30 days holiday period annually. They can choose themselves when they wish to take their holidays. If for any reason an extended holiday period is needed, then can discuss together and come to an agreement that they both deem fair.

13.2 NAME X and NAME Y are entitled to sick leaves or as per medical prescription. If more days are needed the matter can be discussed and agreed upon by both.

### **14. Capital Contribution**

14.1. All capital contributions made personally towards NO NIIN (for example purchases of goods and services) by NAME X and NAME Y should be documented in receipts and expense sheets.

14.2. In case of no capital, NAME X and NAME Y will do their best to keep NO NIIN's website as a platform. However, they will not be updating it without paying the contributors and being paid themselves.

### **15. Salaries and Distributions**

15.1. In this Co-working Agreement, NAME X and NAME Y concur to access and operate the bank account, and/or withdraw funds from NO NIIN's account with the knowledge and consent of each other.

15.2. The funds should be spent by NAME X and NAME Y according to the budget defined for their successful funding applications.

15.3. NAME X and NAME Y must be reimbursed for their initial investments from the NO NIIN's account.

## 16. Dissolution

16.1. In case either NAME X and NAME Y no longer wish to continue working for NO NIIN, they must inform one another at least 6 months before taking their leave from NO NIIN.

16.2. Either NAME X and NAME Y must be able to continue working for NO NIIN and keeping it as a platform without the other if and only if the leaving party's decision to leave has been made under voluntary and peaceful terms.

16.3. In case either NAME X and NAME Y no longer wish to continue working for NO NIIN, the leaving party's name, bio and photo must always remain on the website's 'About' section as 'Co-founder and Former Co-editor'.

16.4. The remaining partner must always inform the leaving party of any major changes in NO NIIN's mandate and creative direction and consult them with the leaving party before implementing them.

16.5. In case either NAME X and NAME Y no longer wish to continue working for NO NIIN as a co-editor, the leaving party can decide whether they would prefer to stay on NO NIIN's Association or Editorial board.

16.6. If there is a breach of Contract from either partner or in a force majeure situation, NAME X and NAME Y will abide by NO NIIN's [Conflict Resolution Mechanism](#).

NAME X	Date: Place:	Signature:
NAME Y	Date: Place:	Signature: