

ArtsBoston Audience Initiative Participation Agreement

March 1, 2021 – February 28, 2022

General Agreement

- I am participating in the ArtsBoston Audience Initiative (AAI), a comprehensive market knowledge project of ArtsBoston. This permission-based master database of patron and donor mailing lists is compiled from fellow arts and culture organizations and has the dual goals of (a) providing tools to understand, expand, and engage audiences and (b) simplifying cultural list exchanges between arts organizations across Greater Boston. On behalf of my organization, I agree to abide by all rules and regulations set forth in this agreement.

As a member of the ArtsBoston Audience Initiative, I agree to submit this form to continue to receive access to Data Center, the online list management system that houses the AAI data, which is run by Target Resource Group (TRG Arts):

- **Register:**
 - Complete and submit this Participation Agreement
- Submission options:
1. **Email:** Send to David Costa at davidc@artsboston.org (preferred)
 2. **Mail:** Send to ArtsBoston, Attn: David Costa, 31 St. James Ave, Suite 360, Boston, MA 02116

Eligibility Requirements

- The ArtsBoston Audience Initiative is open to arts and cultural organizations that are defined as visual, media, performing, or literary arts organizations as well as historical sites of all sizes.
- Organizations must participate individually in the ArtsBoston Audience Initiative. Joint or collective participation between multiple organizations is not allowed.

Included Services

The ArtsBoston Audience Initiative will provide the following services to constituent arts organizations:

- Access to the online Data Center system at any time
- Mailing list exchanges between participants – through TRG Arts' exclusive system, Data Center
- Data research and reporting tools
- List management and hygiene including NCOA cleaning every 90 days
- Online training videos
- TRG Help Desk: limited to 2 hours annually per organization
- Ongoing convening to discuss best practices and collaborate with other arts organizations

Fees may be incurred for additional services. These services are separate from this agreement and necessitate an independent arrangement directly with TRG.

Usage Policies

I understand that I, on behalf of my organization which has contributed data to the ArtsBoston Audience Initiative, can use Data Center for research purposes and to build direct mail lists. I further understand that I am precluded from providing access to the AAI to any non-participating organization.

I understand that if my organization has decided to use the AAI for research purposes only, and will not be sharing any of our mailing list names for trade, we are not permitted to request mailing lists from other participating organizations.

I understand that my organization or any mail house or other vendor with whom I am contracted may not, under any circumstances, permanently retain a copy of mailing list data provided from other organizations. I agree not to use names culled from other organizations in the ArtsBoston Audience Initiative for fundraising purposes. Mailing lists that include names culled from other organizations may be used for marketing purposes to sell tickets or memberships, but may not be used for fundraising solicitations of any kind.

TRG and ArtsBoston may utilize my Aggregate Data (data that has been processed by TRG so that it does not identify any individual person or organization) for research, but may not use, sell or disclose individual data without my prior consent. TRG shall have the right to retain and use Aggregate Data for any purpose. If my organization decides to leave the program mid-cycle, our data shall be expunged from the tradable database, but will remain a part of the Aggregate Data (data that has been processed by TRG so that it does not identify any individual person or organization) for research purposes.

Participating Organization warrants and represents that patron data has not been collected pursuant to any privacy policy, terms of use, or similar representation made by the organization to the individual to whom the data relates which prohibits the use for sharing of aggregate or de-identified data.

Permission-Based Sharing

To participate in this program, I agree to the rights and responsibilities of permission-based data-sharing. Specifically, I understand that:

- Data (lists) can only be shared with the express permission of the owner/organization.
- Under no circumstances will the ArtsBoston Audience Initiative or TRG Arts share, deliver, or export any data or list from the compiled database without the express consent and permission of the list owner; except in Aggregate form (see above).
- I understand that any information on a data list that I receive from a participating organization (other than information previously known to me) is both proprietary and confidential, and such data is limited for one time use only to my own organization.

Once I have been given access to Data Center, in order to ensure the best experience for my arts organization and my fellow participants, I will:

- Send requests for list trades at least 10 business days in advance of a mailing
- Respond to requests for list trades within 5 business days
- Agree to mail materials to patrons from each traded list only once and for the purpose expressed when requesting the data

Failure to Abide by Terms and Conditions

Should my organization fail to abide by the rules and regulations of the ArtsBoston Audience Initiative, I understand that my organization's list extraction rights will be revoked, at minimum, for the duration of the calendar year and possibly longer, including in perpetuity. In addition, my organization may be held liable to any other participant should this misuse result in any legal ramifications.

Limit of Liability

By signing I agree to hold harmless and waive any potential claims, suits or judgments against ArtsBoston that might result from my participation in this program. My signature represents evidence that I am empowered by the organization listed to act on its behalf in this matter.

Signature _____ Date _____

Print Name _____ Title _____

ArtsBoston Audience Initiative Participation Signature Page

Name of Organization: _____

Contact Name: _____

Contact Title: _____

Organization Address: _____

Email Address: _____

Telephone Number: _____

Confirmation

_____ will participate in ongoing term of the 2021 – 2022 ArtsBoston Audience Initiative. On behalf of this organization, I agree to the terms and conditions listed above.

Signature _____ Date _____

Print Name _____ Title _____