

# UNITED ARTISTES OF BARBADOS (U A B)



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June 12<sup>th</sup>, 2007

Mr. Ian Estwick

**Chief Executive Officer**

**The National Cultural Foundation**

West Terrace, St. James

Dear Mr. Estwick,

### Joint Statement

**12<sup>th</sup> June 2007**

For some months now the UAB has been attempting to negotiate with The National Cultural Foundation (NCF) in an effort to bring an amicable settlement to the concerns expressed by our general calypsonian membership regarding certain aspects of the Draft Calypso Competition rules and **Performer/Producer 2007 Exclusive contract**.

This is evidenced by the numerous correspondences that have been sent by us to the Foundation identifying salient points of concern. The majority of the correspondence we have sent has been ignored by the NCF. One such outstanding matter is the **Producer Performer contract** that is being disseminated by the foundation. The NCF delayed in sending a draft of the contract to the UAB even though we had been requesting copies of the document since the beginning of January 2007. The NCF then sent a copy of the document at late notice and immediately commenced its dissemination to calypsonians without the prior approval of the UAB.

The UAB has sought and received several legal opinions and has been advised that the NCF's **Producer Performer contract** is legally deficient.

The said **contract** is extremely skewed in the favor of the NCF and seeks to trample the rights of local artistes, both, with the *exclusivity* and the *recording* clauses.

This *exclusivity* clause serves to severely hamper the revenue generating ability and exposure of an artiste. This clause prevents an artiste from being able to fully contribute to any and all the events of our Crop Over Festival including calypso tents among other shows and revenue earning events. The NCF's use of a contract that seeks to exploit artistes is of grave concern to the UAB.

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**"Moving Forward Together"**

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June 12<sup>th</sup>, 2007

Mr. Ian Estwick, *Chief Executive Officer*, The National Cultural Foundation  
West Terrace, St. James



Another major concern is the blatant refusal by the NCF to increase prizes monies for the 2007 Competition season. The NCF has refused to increase fees for either the 2007 Party Monarch or Pic O De Crop Competitions.

The NCF is noted on public record to have spoken about the success of the **Party Monarch competition** especially, yet they refuse to pass this success on to the artiste competitors who every year continue to bear the brunt of increases in production and presentation expenses for the same NCF events. Artistes need to be adequately compensated for their efforts.

The Question of sponsorship coverage is also of concern to UAB; the NCF has stated that an artiste cannot give coverage to their individual sponsors if his/her sponsor conflicts with the NCF's sponsors. This clause serves to restrict artistes from being able to allow their personal sponsors to receive any mileage that they have paid for. In some instances contracts are signed between individual artiste and their sponsors mandating them to give coverage at every appearance. The NCF then places the artiste at a risk of breaching personal contracts. These sponsors assist the artiste in adding to the grandeur of the NCF's productions on an annual basis.

There is also the matter of the NCF not stating in the rules governing their competitions, what procedure, if any, should a technical mishap occurs at a competition during a competitor's performance. The UAB has queried this matter on numerous occasions and the NCF has refused to address this issue, one that could be simply dealt with by inserting the appropriate rule or clause.

For the sake of a "Controversy-Free" Crop-Over, we have, in good faith, allowed some of our members to participate in Crop-Over Cavalcades where the NCF has issued the said legally deficient contract during Crop Over 2007. However at this time where the NCF has been making no effort to accede to our reasonable requests in the above-mentioned matters the UAB has no choice but to advise its members, not to further participate in Calypso Competitions until the NCF has addressed our all our outstanding concerns.

This action will also be supported also by the Barbados Association of Tent Managers (BATMAN)!

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David Piggott  
**President UAB**

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Sinclair Gittens  
**President Batman**

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|------|--------------------------|--|
| C.C: | The Rt. Hon. Owen Arthur | - Prime Minister, Minister of Culture              |
|      | Reverend Joseph Atherley | - Minister of State in the Prime Ministers' Office |
|      | Mr. Al Gilkes            | - Chairman National Cultural Foundation            |
|      | Ms Veronica McFarlane    | - UAB Legal Consul                                 |

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