

COOPERATION AGREEMENT

between

Creative Laboratory of Contemporary Theatre KRILA

Office address in full: Kvaternikova 4, HR - 51 000 Rijeka, Croatia

Official registration no.: 2780151

Name of the legal representative of the organisation: Ivana Peranic

Function of the legal representative of the organisation: Artistic Director

(hereinafter referred to as Project Leader)

and

PARTIES:

UNIVERSITATEA DE ARTE DIN TARGU MURES

Official address in full: STR SAMUEL KOTELES 6, 540057 TARGU MURES, Romania

Official registration no.: 4323101

Name of the legal representative of the organisation: Sorin-Ion Crisan

Function of the legal representative of the organisation: Rector

and

Institute of the Arts, Culture and Innovation Barcelona

Official address in full: Cr Ramon Dalmases 18, 08870 Sitges, Spain

Official registration no.: ESB6610150

Name of the legal representative of the organization: Mark Lethem

Function of the legal representative of the organization: President

and

Galway Theatre Festival Company Limited by Guarantee

Official address in full: c/o Town Hall Theatre, Town Hall, Courthouse Square, Galway, Ireland

Official registration no.: 476085

Name of the legal representative of the organisation: Mairead Ni Chroinin

Function of the legal representative of the organisation: Director

(hereinafter referred to as Parties).

Article 1

It is hereby agreed that **Creative Laboratory of Contemporary Theatre KRILA, UNIVERSITATEA DE ARTE DIN TARGU MURES, Institute of the Arts, Culture and Innovation Barcelona and Galway Theatre Festival Company Limited by Guarantee** will co-produce and organise all activities that are integral part of the **MAKE A MOVE** project.

Article 2

It is initially established that the Parties agree about the goals of the Make a Move project, which is to contribute to the re-vitalization of European theatre, one of the least popular art forms in Europe, by mobilizing the unutilized creative and innovation potential of the non-institutionalised theatre practices, such as physical theatre, corporeal mime and improvisational theatre.

The project will accomplish this by creating a sustainable transnational Art Incubator in the field of contemporary theatre, starting with the development of a need-based curriculum, continuing in the execution of three Art Incubator pilot sessions, with 10 full-time artists and 30 auditing artists, producing a target of 10 theatre productions for display as work in progress during the project lifecycle as well as at European Capital of Culture (ECOC) occasions in Rijeka 2020 (Croatia), Galway 2020 (Ireland) and Temisoara 2021 (Romania).

Duration of the project (eligible period) is from July 1st, 2018 till February 1st, 2020, that is 19 months.

Article 3

The Project Leader and the Parties agree that the Agreement is entered into pursuant to the talks conducted since October 2017 on the initiative of Creative Laboratory of Contemporary Theatre KRILA, the Project Leader that applied the project for the call Creative Europe, Culture Sub-programme, Support to European Cooperation projects 2018, Category 1 - Smaller scale cooperation projects (Call reference number EACEA 35/2017). They agree that the manner, scope, and conditions of cooperation are determined as follows:

Activities to be carried out by the Project Leader and parties:

Creative Laboratory of Contemporary Theatre KRILA will accomplish the following tasks:

- participate in the execution of WP 1 Target Group Needs Identification
- participate in the execution of WP 2 Art Incubator Education and Training programme
- lead Art Incubator with co-creation laboratory sessions in Rijeka (July 2019) (WP 3)
- participate in the activity evaluation and monitoring (WP 4)
- lead and participate in the activity Communication and Dissemination (WP 5)
- role of Lead Partner lead and participate in the activity Project Management WP 6 (organize 2 Partnership meetings in Rijeka (project kick-off meeting and final project partnership meeting), participate in partnership meetings, prepare financial reports, prepare technical reports, coordinate the preparation of the project audit report)

UNIVERSITATEA DE ARTE DIN TARGU MURES will accomplish the following tasks:

- participate in the execution of WP 1 Target Group Needs Identification
- participate in the execution of WP 2 Art Incubator Education and Training programme
- lead Art Incubator with co-creation laboratory sessions in Targu-Mures (October 2019) (WP 3)
- role of the Lead Partner in the execution of WP 4 evaluation and monitoring
- participate in the activity Communication and Dissemination WP 5 (especially the publication of the Handbook)
- participate in the activity Project Management WP 6 (participate in project partner meetings, contribute to project technical and financial reporting)

Institute of the Arts, Culture and Innovation Barcelona will accomplish the following tasks:

- role of the Lead Partner in the execution of WP 1 Target Group Needs Identification
- role of the Lead Partner in the execution of WP 2 Art Incubator Education and Training programme (supervise and coordinate the academic development and delivery of the Art Incubator programme and methodologies by designing specific content and teaching tools; host curriculum finalization session in Barcelona)
- supporting the execution of the Art Incubator sessions in Rijeka, Galway and Targu-Mures (WP 3) by supplying teaching staff and assisting in selecting external speakers
- participate in the activity evaluation and monitoring (WP 4)
- participate in the activity Communication and Dissemination (WP 5)
- participate in the activity Project Management WP 6 (attend Partnership meetings, prepare financial reports, prepare content reports)

Galway Theatre Festival Company Limited by Guarantee will accomplish the following tasks:

- participate in the execution of WP 1 Target Group Needs Identification
- participate in the execution of WP 2 Art Incubator Education and Training programme
- lead Art Incubator with co-creation laboratory sessions in Galways (February 2019) (WP 3)
- participate in the activity evaluation and monitoring (WP 4)
- participate in the activity Communication and Dissemination (WP 5)
- participate in the activity Project Management WP 6 (participate in project partner meetings, contribute to project technical and financial reporting)

Article 4

Project Leader is obligated to managing all communication with the EACEA Education, Audiovisual and Culture Executive Agency as the source of project financing. Parties are obligated to provide to the Project Leader all information and documentation required to satisfy the reporting to the EACEA Education, Audiovisual and Culture Executive Agency as the source of project financing.

Article 5

The Project Leader and the Parties agree that they have moral and material responsibility for the successful preparation and implementation of the project in all of its phases, as stipulated in the project description above; the timeline has been annexed to this Agreement.

The Project Leader and the Parties agree that they bear the responsibility for the realisation of activities stipulated in the Agreement.

Article 6

The Project Leader and the Parties agree that:

- The Project Budget is an integral part of this Agreement; the total project budget is 364.926,03 EUR, and will be financed in the following way: EU grant representing 54,8% of the project income (200.000 EUR) and project partner contributions representing 45,2% of the project income (164.926,03 EUR)
 - o Creative Laboratory of Contemporary Theatre KRILA – 66.066,67 EUR
 - o UNIVERSITATEA DE ARTE DIN TARGU MURES – 29.295,36 EUR
 - o Institute of the Arts, Culture and Innovation Barcelona – 20.314,00 EUR
 - o Galway Theatre Festival Company Limited by Guarantee – 49.250,00 EUR
- All changes to the Budget will be regulated by the Contract and its amendments;
- All additional project income will be regulated by the Contract and its amendments.

The Project Leader and the Parties agree that:

- All the costs will be carried according to the expenditure allocations.

Article 7

All costs of the Parties have to be supplied with valid proofs of payment, such as invoices, contracts or other authentic book-keeping documents. All proofs must be issued in line with the international accounting standards, in the opposite case Creative Laboratory of Contemporary Theatre KRILA has the right to refuse them.

The costs that fail to apply such standards shall not be considered as cost or contribution of the Party. Invoices, agreements and other book-keeping documents shall be available for inspection to the Project Leader – Creative Laboratory of Contemporary Theatre KRILA.

Once a month (by the 20th of the current month for the previous month), the Parties shall furnish to Creative Laboratory of Contemporary Theatre KRILA with a monthly settlement of accounts with certified copies of all documents.

Article 8

It is envisaged that within 30 days after having signed the contract with EACEA, Education, Audiovisual and Culture Executive Agency, Creative Laboratory of Contemporary Theatre KRILA shall receive a 70 % prepayment of the grant.

Creative Laboratory of Contemporary Theatre KRILA will pay and distribute the money according to financial construction of Make a Move project, according to the project plan and according to the agreement on financial management of the project reached at the project partnership Kick-off meeting in Rijeka (following the Kick-off meeting for project applicants in Brussels, organized by the EACEA services).

The Parties of the project shall transfer the funds according to the agreement, based on timeline of the activities of the project and delivery of the documents.

Creative Laboratory of Contemporary Theatre KRILA has the right of withdrawing the prepayment should the Party not comply with the provisions that stipulate the scope and implementation of the planned activities as well as the scope of assumed responsibilities contained in the Cooperation Agreement as well as the documents relating to the call for applications.

It is envisaged that the Creative Laboratory of Contemporary Theatre KRILA shall receive 30 % of the allocated funds from EACEA: Education, Audiovisual and Culture Executive Agency after the project has concluded, on the basis of the final report, to be divided in proportions determined above.

Should any of the Parties fail to realise their part of the project or fail to furnish proof of spent funds, the Party shall return all funds to Creative Laboratory of Contemporary Theatre KRILA.

Article 9

All Parties undertake to complete contracts of all artists and members of all activities and productions at least one month before the activities in project plan start. If not the partner has to contact the Project Leader

The Project Leader and all the Parties undertake to make payments to artists and members in accordance with their respective performance contracts.

Article 10

The Project Leader and all the Parties undertake to co-operate and collaborate in solidarity to realise all the activities referred to in the Article 3.

All Parties agree that is in their common interest to realise the project successfully and that by signing this Agreement they accept the legal, financial and moral consequences and obligations in the event the project receives the Creative Europe funds.

All Parties undertake to ensure that the funds are spent rationally and that with their financial and material contribution they shall strive towards optimally implementing all elements of the project. Throughout the project they shall practise good management and act with reasonable care and diligence, make sure the funds are spent rationally and shall not exceed the sum of direct costs specified in the financial construction.

Article 11

Should any of the Parties fail to fulfil the obligations stipulated in this Agreement, partially or in whole, for the reasons of changed circumstances or Force Majeure, the Party shall inform the Project Leader **Creative Laboratory of Contemporary Theatre KRILA** about the emergence of changed circumstances or Force Majeure in writing within 8 (eight) days of the emergence thereof. The Party shall enclose sufficient proof of the emergence of changed circumstances or Force Majeure and propose appropriate steps to remedy the situation.

The Parties consider Force Majeure to be events beyond their control, including war, flood, earthquake, natural hazards and other natural disasters, coup d'état, strike, death or serious illness or injury to team members.

In the event of changed circumstances or Force Majeure the Parties can amicably agree on the extension of the deadline for the fulfilment of obligations, on the basis of an annex to this Agreement.

The changed circumstances shall be understood by the Parties in line with the provisions contained in the Law of Obligations of the Republic of Croatia (Off. Gazette, No. 35/05, 41/08, 125/11).

Article 12

Any amendments or supplements to this Agreement must be made in writing and shall be subject to the prior consent of the Project Leader and all the Parties. This shall also apply to an amendment of the written form clause itself.

Article 13

Should any uncertainties as regards the interpretation of this Agreement arise, the Project Leader and the Parties shall abide by the relevant provisions included in the documents relating to the call for applications.

Article 14

The Agreement shall come into force when it has been signed by the Project Leader and all Parties and shall continue to take effect for six (6) months after the Project has concluded (evaluation).

Should the EACEA: Education, Audiovisual and Culture Executive Agency notify **Creative Laboratory of Contemporary Theatre KRILA** that the Creative Europe funds have not been allocated to the Make a Move project, that is, that the project has not been selected for the Creative Europe Programme, the Agreement shall cease to be valid on the day of the notice thereof.

Article 15

The Project Leader and the Parties shall strive to solve all potential disputes arising from this Agreement amicably. Should they fail to come to an agreement, the dispute shall be settled by the competent court of law in Rijeka.

Article 16

The Agreement is drawn up in (4) four copies. The Project Leader and each Party receives (1) one copy of the Agreement.

Appendices:

1. Budget form
2. Detailed Project Activity Description

Read, approved and executed by:

For the Project Leader:

Ivana Peranic

Ivana Peranic, Done at Rijeka, 09 / 01 / 2018

Umjetnička organizacija
KRIJA
Kreativni laboratorij savremenog kazališta
RIJEKA, Hrvatska

For the Parties:

Sorin Crisan



Sorin-Ion Crisan, Done at Targu Mures, 10/ 01 / 2018

Mark Letham
ialu
Institute of the
Arts Barcelona, S.L.
NIF/IVA: ESB65762247

Mark Letham, Done at Sitges, 10 / 01 / 2018

Mairead Ni Chroinin

Mairead Ni Chroinin, Done at Galway, 10 / 01 / 2018