

AGREEMENT

Between

PAV snc (hereinafter referred to as PAV) with head office in Rome – Italy, via Buonarroto, 30 - 00185 Roma C.F. and P.I. 07958661006, represented by Claudia Di Giacomo, hereinafter referred to as the Coordinator

And

University of Arts of Targu Mures, (hereinafter referred to as TM University), with head office in Targu Mures, Koteles Samuel street, no.6, represented by prof.univ.dr.habil. Sorin I. Crişan hereinafter referred to also as the Coorganizer

CONSIDERING THAT

1. According to the respective rules and regulations of the entities listed above, each party represents that it is active in the area of culture.
2. Each party has expressed a desire to cooperate in the design, realization and financing of a cooperation project into the Eu program “Creative Europe 2014 2020 – sub programme Culture” responding to the Call for Proposal for the big scale cooperation projects, session October 2016 with the project “Fabulamundi. Playwriting Europe – Beyond borders?” whose coordinator is PAV snc and coorganizers are Wiener Wortstaetten (Austria), CAE Culture Action Europe (Belgium), Theatre Leti (Czech Republic), La Mousson d’été (France), Théâtre Ouvert (France), Interkulturelles Theaterzentrum Berlin (Germany), Short Theatre (Italy), Teatro I (Italy), Teatr Dramatyczny m.st. Warszawy (Poland), University of Arts Târgu-Mureş (Romania), Teatrul Odeon (Romania), Sala Beckett/Obrador Internacional de Dramatúrgia (Spain), Creative Skillsets (UK).
3. The project “Fabulamundi. Playwriting Europe” (herein after referred to as Fabulamundi) is among the selected projects / grant agreement number 2017 - 1788: see the attach n. 1 the Grant Agreement between PAV snc and the EACEA and its annexes

NOW, THEREFORE, THE PARTIES HEREBY AGREE ON WHAT FOLLOWS

1. Object

Accepting the general conditions of the “Creative Europe 2014 - 2020” the parties undertake to cooperate in the design, realization and financing of “Fabulamundi”, cooperation project among Italy, Austria, Belgium, Czech Republic, France, Germany, Poland, Romania, Spain, and UK.

2. General Objectives

The general objectives pursued by this project are:

1. **Promote the circulation, translation, publication and staging of new plays** across Europe, through an ongoing exchange process supported by the participating organizations.
2. **Promote the knowledge and circulation of valuable playwrights** in Europe through an ongoing program of mobility and exchange.
3. **Support the playwrights’ professional development**, through a wide and ongoing program of peer to peer learning activities, networking and encounter with other playwrights, professionals and stakeholders.

4. **Capacitate drama related organizations** (theatres, festivals, playwrights' associations, publishers, drama schools...) in the development of new specific competences (Audience Development, co-production, training...)
5. **Enhance a favourable 'ecosystem' for new plays and playwrights** circulation and production, promoting the dialogue and the cooperation amongst the different stakeholders involved in the value chain.
6. **Create an international network of playwrights, artists, professionals and stakeholder** (from public institutions to drama schools, from cultural associations to publishing associations) aimed at strengthening the whole drama sector, in a long-term perspective.
7. **Promote Audience Development in the drama sector at EU level**, through the definition, testing, assessing and dissemination of specific strategies (with a new attention to the new citizens and refugees).
8. **Create, test and assess collaborative strategies and methodologies** for the promotion of playwriting at EU level, to be replicated in a long-term perspective with the aim of guarantee the sustainability of the project.
9. **Promote a cultural reflection at EU level amongst artist, cultural operators and the public on the theme "Beyond Borders?"** (theme of the project) addressed from a social and cultural point of view.

3. OBLIGATIONS OF THE PARTIES

In the framework of the objectives defined in articles 1 and 2, the parties agree to participate for a period of 43 months from June 1st 2017 to December 31st 2020 in this cooperation agreement in order to achieve the actions set out in the "detailed description of the project" and "application form" (see attach 1 / annex I).

4. OBLIGATIONS OF THE COORGANISER:

4.1 Given the specific objectives of WP 1 of the project:

- **fostering the circulation of new plays and contemporary playwrights**, through the building of an on line catalogue where the 120 authors will be well presented on Fabulamundi web site (<http://www.fabulamundi.eu/en/>), as well as an ongoing and coordinated selection, translation and distribution of plays in the participating Countries, enhancing and implementing a methodology set up and run in the past years;
- **facilitating the encounter and exchange amongst playwrights and drama-related organizations**, through encounters and debates;
- **strengthening the Audience Development competences and skills of the participating organizations**, through a specific training and peer to peer learning activity;
- **define, test and assess an effective Audience Development strategy for the theatre sector**, that can be disseminated and replicated at EU level.
- **contribute to the involvement of new audiences** and to the strengthening of existing ones in the participating Countries.

a) the Coorganizer shall contribute in the preparation, definition and running of Fabulmaundi's Artistic Programs in participating Countries.

Therefore:

- Pre-selection of National playwrights and plays pre-selection.
- Creation of a "Playwrights' dossier" definition, translation in English and circulation amongst partners.
- Organize and run the National meeting with the Romanian playwrights and the partners.
- Selection of foreign playwrights/plays in each Country; translation in local languages and publication.

Set up and running of Fabulamundi Artistic Programs in participating Countries. And in specific TM University has to realize on foreign authors' texts: at least 2 stage presentations 4 short residencies and productions 2 long residency and production, and 1 twin authors stage presentation.

Participate the selection activities

- run and develop the training and networking activities foreseen during residencies
- cooperate with the responsible of WP networking and communication; training in the development of joint activities

b) the Coorganizer shall contribute in the Audience Development activities lead by CAE.

Therefore

- support CAE in the design the Audience Development general strategy
- co-design a specific Audience Development strategy and produce an AD workbook
- run the specific AD activities foreseen (1 drama lab (5 sessions) with schools, 3 activities with Universities and Drama Schools, 3 activities with associations)
- participate the Audience Development Empowerment workshops
- support CAE with final reports on AD experience for the assessment of the overall strategy.

4.2. Given the specific objectives of WP 2 of the project “Playwrights’ and theatre professional development and internationalization”

The coorganizer will:

- provide Creative Skillset with all the information needed to draw the contents of the training tools
- co-design the International MoB Pro
- run the local Mobility Activity, supporting Creative Skillset in the activities moderation

4.3. Given the specific objectives of WP 3 of the project “Create an European Network for Playwrights and plays circulation and fruition”

The coorganizer will cooperate with CREATIVE SKILLSET in running the activities at national level, as instance:

- information collecting for the database set up
- providing stakeholder with updates news on the project activities and results and with the assessed tools
- attending the EU networking meeting

4.4. Given the specific objectives of WP 4 of the project “Create Fabulamundi European Festival”

The coorganizer will participate the WP selecting the “best of” of the production realized, contributing in the organization of the mobility of their playwrights and the twinned ones, and actively participating the networking, training and artistic activity during the FEF.

4.5. Given the specific objectives of WP 5 of the project “Communication and dissemination of project results”

The coorganizer will be responsible for the implementation of the communication activities in Romania (dissemination events, opening and final events, Festival launch event...), will cooperate with Creative Skillset for a sound and effective communication at EU level and will constantly operate in order to maximize Fabulamundi results dissemination.

4.6. Given the specific objectives of WP 6 of the project “Management, monitoring and evaluation”

The coorganizer shall

- attend 6 transnational Steering committee meetings;
- attend 7 transnational Expert committee meetings with national playwrights;
- run virtual meetings with PAV project leader;
- produce a 4 months project advancement reports.

5. OBLIGATIONS OF THE COORDINATOR

PAV shall:

In detail, PAV will:

- Ensure an efficient management of the whole project
- Have full responsibility for ensuring that the action is implemented in accordance with the Agreement;
- Be the intermediary for all communication between the coorganizers and the Eu Commission. Any claims that the EU Commission might have in respect of the Agreement shall be addressed to, and answered by the coordinator, save where specifically stated otherwise in the Agreement
- Be responsible for supplying all documents and information to the EU Commission which may be required under the Agreement, in particular in relation to the requests for payment. The coordinator shall not delegate any part of this task to the coorganizers or to any other party. Where information from the coorganizers is required, the coordinator shall be responsible for obtaining and verifying this information and for passing it to the Eu Commission;
- Inform the coorganizers and the EU Commission of any event of which the coordinator is aware that is liable to substantially affect the implementation of the action;
- Inform the EU Commission of transfers between headings of eligible costs;
- As sole recipient of the payments on behalf of all coorganizers, ensure that all the appropriate payments are made to the coorganizers without unjustified delay;
- Be responsible in the event of audits, checks or evaluation, for providing all the necessary documents, including the accounts of the coorganizers, the accounting documents and copies of subcontracts if any have been concluded by the coorganizers

And in specific the Coordinator shall:

- Create the direction and management bodies of the project.
- Produce Fabulamundi management, monitoring and evaluation plan
- Host and manage 6 transnational SC meetings
- Run regular virtual meetings
- Produce a 4 months project advancement reports
- Elaborate the interim and final evaluation report
- Run an external audit

And as for the “Artistic activities of the projects” the coordinator shall:

- support the participating organizations in the plays and playwrights selection
- facilitate the processes amongst organizations and stakeholders (translators, publishers...)
- ensure an effective and sound cooperation amongst drama related organizations in the same Country
- supervise the set up and running of Artistic Programs in the different Countries, ensuring an overall balanced and qualitative development of the overall activity

- cooperate with the responsible of WP networking and communication and with the responsible of WP training (Creative Skillset) in the development of joint activities (in particular as it concerns the coordinated communication of activities and the training to be delivered during the MobPro).

6. GENERAL PRINCIPLE OF FINANCING

The parties agree that the total eligible costs of the project are 3.253.312,01 euros

7. MODALITY OF FINANCIAL COOPERATION

To carry out the planned actions the parties will undertake to invest in the project as defined in the Mandate (Attach 1/ annex IV) and following amendments. The grant requests from the European Commission within the “Creative Europe 2014-2020” amounts to 1.626.655,99 euros.

Each coorganizer will receive a part of the EU grant according to a percentage split that respects the co-financing of each party in the project.

The parties agree that the Coorganizer bears the costs as indicated in the revised budget attached for a total amount of 234.608,56 € (Euros Twohundredthirtyfourthousand sixhundredeight/56), provides the contribution of 117.304,28 € (onehundredseventeenthousands threehundredfour/28 Euro) and receives a part of the EU grant corresponding to the maximum amount of 117.304,28 € (onehundredseventeenthousands threehundredfour/28 Euro).

TM University will provide PAV with invoices and justifying costs with a regular report every 4 months and within the compulsory deadlines as follows:

- Up to 20% of the TM University specific EU grant, therefore 23.460,86 € (twentythreethousands fourhundredsixty/86) against rendicontation of € 46.921,71 (fourtysixthousands ninehundredtwentyone/71 Euros) of net costs (VAT excluded) soon after validation and liquidation by EACEA of the first interim report (foreseen among November 2018 and February 2019).
- Up to 20% of the TM University specific EU grant, therefore 23.460,86 € (twentythreethousands fourhundredsixty/86) against rendicontation of € 46.921,71 (fourtysixthousands ninehundredtwentyone/71 Euros) of net costs (VAT excluded) soon after validation and liquidation by EACEA of the second interim report (foreseen among February and July 2019).
- Up to 40% of the TM University specific EU grant, therefore € 46.921,71 (fourtysixthousands ninehundredtwentyone/71 Euros) against rendicontation of € 93.843,42 (ninetythreethousands eighthundredfourtythree/42 Euros) of net costs (VAT excluded) soon after validation and liquidation by EACEA of the third interim report (foreseen among August 2019 and June 2020).
- Up to 20% of the TM University specific EU grant, therefore 23.460,86 € (twentythreethousands fourhundredsixty/86) against rendicontation of € 46.921,71 (fourtysixthousands ninehundredtwentyone/71 Euros) of net costs (VAT excluded) soon after validation and liquidation by EACEA of the final report (foreseen among December 2020 and March 2021).

8. JUSTIFYING COSTS

All invoices for expenses related to the project should make reference to the project by mentioning the title of the project “Fabulamundi. Playwriting Europe” and when possible the grant agreement number n. 2017 - 1788 as well.

All invoices must be dated not before June 1st 2017 and not later than December 31st 2020, eligible period of the project. VAT is not an eligible cost.

9. COORGANIZERS RESPONSIBILITY

Except in case of force majeure, each coorganizer makes every effort to realize the actions planned by this cooperation agreement.

Just in case of failure of a coorganizer, the parties agree on a transitional period for the selection and integration of a new coorganizer being understood that each coorganizer will not be liable to the commission except for amounts which have actually received under this agreement.

10. PRIVACY STATEMENT

Each Party agrees to preserve the confidentiality of any document, information or other material which is communicated on a confidential basis and whose disclosure could cause prejudice to one or all other coorganizers

11. COMMUNICATION

All documents published as part of this project will carry the EU logo and the words “With the support of Creative Europe 2014 2020” and the logo of “Fabulamundi. Playwriting Europe”.

12. GOVERNING LAW AND DISPUTE RESOLUTION

This agreement is governed by the terms of the Agreement as expressly set out herein and the European Union rules applicable to this Agreement. In case of any dispute which may arise for the alleged breach of any parties of this cooperation agreement, each Party agrees to apply alternative means of dispute resolution (ADR). If these mean not received a solution, the parties shall accept the jurisdiction of Italian law and the exclusive jurisdiction of the Court of Rome, Italy. However, without prejudice to what is written above, PAV as project coordinator shall have the right to bring a dispute in front of the competent Court at the place of residence of Theatre.

Roma,

COORGANISER

Univeristy of Arts of Targu Mures
Prof.univ.dr.habil. Sorin I. Crişan

COORDINATOR

PAV
The legal representative
Claudia di Giacomo