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COOPERATION AGREEMENT

Between:

PARTY A, a company/association (*legal form*) established and organized under the laws of
(*country*), whose registered office is at, VAT or company n° ..., legally represented by ...
(*name + function*),

hereafter referred to as "...".

And:

PARTY B, a company/association (*legal form*) established and organized under the laws of
(*country*), whose registered office is at, VAT or company n° ..., legally represented by ...
(*name + function*),

hereafter referred to as "...".

And:

PARTY C, a company/association (*legal form*) established and organized under the laws of
(*country*), whose registered office is at, VAT or company n° ..., legally represented by ...
(*name + function*),

hereafter referred to as "...".

Party A , Party B and Party C hereafter individually or collectively also referred to as Party or Parties respectively.

WHEREAS**A.**

... (brief description of each of the parties and their activities)

B.

Parties have developed a Project for which they will submit a proposal to receive a EU grant within the framework of the Creative Europe Programme 2014 to 2020, Culture Sub-programme, support for European Cooperation Projects.

The Project can only be realized with united forces under the condition that this proposal will be included by the Education, Audiovisual and Culture Executive Agency (EACEA) on the list of selected proposals to receive a grant in the framework of the Creative Europe Programme 2014 to 2020, Culture Sub-programme, support for European Cooperation Projects.

C.

The present agreement settles the terms of the cooperation between the Parties in the realization of this Project.

NOW THEREFORE, THE PARTIES, HAVE AGREED AS FOLLOWS:**1. Description of the Project**

clear description of the Project and its objectives (if needed annexe)

2. Planned activities

clear description of the activities which will be implemented in order to achieve these objectives + timing (if needed annexe)

3. Role and obligations of both the project leader and the partners

clear description of the role and obligations of both the project leader and the partners in the design and implementation of the project, including the tasks assigned to each partner

3.1. Project Leader

Parties appoint Party ... as project leader, who accepts this nomination.

The project leader will have a coordinating role and will ensure the follow-up of the Project.

On behalf of all partners the project leader will submit the application to receive a EU grant within the framework of the Creative Europe Programme 2014 to 2020, Culture Sub-programme, support for European Cooperation Projects, before ... (*date*).

In its capacity as project leader Party ... will ensure the communication with the Education, Audiovisual and Culture Executive Agency (EACEA) during the entire period of the Project.

Furthermore Party ... will be responsible for the management and the distribution of the financial resources resulting from the EU grant in accordance with the grant agreement and payment procedures.

Party ... will be entitled to verify whether the provisions of the present agreement, the grant agreement and payment procedures are being respected by the other Parties.

Following specific obligations will apply to Party ... as project leader:

...

3.2. Party ...

Following specific obligations will apply to Party ... as a partner:

...

3.3. Party ...

Following specific obligations will apply to Party ... as a partner:

3.4. General obligations applicable to all partners

At the latest ... calendar days before the deadline by which the application has to be submitted, Party ... will deliver an original and signed mandate letter to the project leader confirming its participation, and also an activity report of the last two years.

Party ... shall fully cooperate in order to guarantee the transparency of all actions and financial operations within the framework of the Project, and shall respond to all demands of the project leader in this regard.

...

3.5. General obligations applicable to all Parties

Except Parties' obligations mentioned in other articles of present agreement, each Party assumes furthermore the following obligations:

Each Party acknowledges being informed of the admissibility criteria, the funding conditions, and all other conditions, requirements and guidelines applicable to the Creative Europe Programme 2014 to 2020, Culture Sub-programme, support for European Cooperation Projects, and commits itself to respect all of these conditions, requirements and guidelines.

Each Party confirms to comply with all eligibility criteria applicable to the Creative Europe Programme 2014 to 2020, Culture Sub-programme, support for European Cooperation Projects, and acknowledges to having received a PIC number.

Each Party is obligated to promote and encourage the mutual cooperation of the Parties.

Each Party is obligated to promote and encourage the positive image of Europe and the European Union. In this regard Parties will include the logo of "Creative Europe" that will be made available by EACEA, on all public communications, digitally or on hard copy, made within the framework of the Project.

Each Party clearly declares that it is fully aware of the Project, of its scope and objectives.

Each Party declares that it disposes of the necessary experience, the knowledge and the know-how to enter the cooperation described in the present agreement.

Each Party's personnel or staff member is bound with a contractual relation only with this Party, and each Party is solely responsible and bears all financial obligations towards its personnel or any other competent authority or any third person, arising from its contractual relation with its personnel.

The Parties guarantee that any service, product, material and in general any effort, that each Party delivers or provides within the framework of the Project doesn't violate in any direct or indirect way any other party's intellectual property rights or other similar rights.

Rights and obligations issued by the present agreement cannot be reassigned, pledged or transferred by any contracting party by any means, without former written consent of all the other Parties.

4. Budget and financial obligations

clear description of the budgetary and financial framework including the amounts of financial contributions, and prefinancing amounts;

The Parties declare that they shall not be entitled to request an augmentation of their financial compensation for any cause, not even in the case of unpredictable change in financial and other conditions in their respective countries or abroad.

Parties declare that they have taken all precautionary measures and have assured all expenses and compensations for the completion of the services and tasks within the framework of the Project.

In case of losses that would occur during or at the end of the Project, and for which no liability can be assessed, all Parties will bear their share in order to cover these losses, according to following repartition scheme:

Party ... : ... %

Party ... : ... %

Party ... : ... %

(collateral security can be included, f.i. a bank guarantee)

5. Term of the Agreement

The agreement is concluded for a definite period of ... months starting as from the signing of the present agreement and ending the ... (*... months following the end of the Project*).

6. Termination – Breach of contract

6.1. This agreement being contracted for a definite period, ends automatically by the end of the agreed term.

6.2. Should either Party violate any obligation under the present agreement and its annexes, the non-violating Parties have the right, acting together, to terminate at no cost the present agreement after having sent a formal notice by which the violating Party has been called upon to comply with the present agreement within a period of maximum fifteen (15) calendar days, that remained vain. The non-violating Parties have an indemnity right towards the violating Party for the breach of the agreement.

6.3. Every contracting Party may terminate the agreement immediately and at no cost in case one of the other Parties comes into a state of cease of payments or bankruptcy (petition filed nor not) or is under liquidation proceedings or a third party has been appointed as an agent for creditors' protection (trustee in bankruptcy, compulsory administrator, sequestrator etc) or in any other similar case. In such case the other Parties have an indemnity right towards the failing Party for the breach of the agreement.

6.4. If one of the Parties is convicted for fraude or any other criminal felony, the other Parties shall have the right to terminate this agreement with immediate effect. In such case the other Parties have an indemnity right towards the convicted Party for the breach of the agreement.

6.5. In any case Party ... ceases to be Project leader for any reason, each of the other Parties shall have the right to terminate the present agreement at no cost upon a notice of a reasonable term, not less than 15 calendar days, in writing. In such case the other Parties have an indemnity right towards Party ... for the breach of the agreement.

6.6. Force majeure: If one of the Parties is unable to perform any material obligation under this agreement for more than thirty (30) calendar days because of an event or events constituting Force Majeure, the other Parties shall have the right to terminate this agreement with immediate effect upon written notice to the other Parties. In such case the other Parties will have no indemnity right towards the Party who is unable to perform.

7. Confidentiality – Property – Intellectual Property

7.1. The contracting Parties, their executives, representatives and personnel are obliged to handle the issues referred to the present cooperation with absolute confidentiality. The present agreement and its annexes, as well as any other document, report, data, information, commercial, technical or security issues and in general any data which directly or indirectly concern the present agreement and the cooperation of the contracting Parties, are considered

confidential and classified, exclusively concern the contracting Parties, its representatives and shall not be disclosed to third parties.

7.2. Furthermore, all information, written and oral, (indicatively: document, report, data, information, commercial, technical or security issues and in general any data) perceived by the Parties and its representatives during the realization of the Project is considered confidential and not allowed to be disclosed or published. The Parties and its representatives shall keep private any information perceived during the realization of the Project, and not reveal such information to any third party.

During the agreement and after its expiry or termination, the Parties will assume the responsibility to keep this information confidential and not to disclose it to any third person. The Parties are solely responsible to commit their representatives, employee's etc. by the above mentioned obligations and are fully responsible for the acts or omissions of their representatives, employee's etc..

7.3. The obligations and the rights arising out of the present article shall apply throughout the duration of present agreement and shall continue to apply after the expiry or termination of present agreement.

7.4. All the know-how, (artistic) creations, and all other immaterial property rights ... etc. belonging to, or coming from, or are being construed by one of the Parties are and will remain the property of the latter Party. Except for the mutual activities developed within the framework of this agreement and the realization of the Project, the other Parties are prohibited to use or to exploit this know-how, (artistic) creations, and all other immaterial property rights ... etc. in any way, directly or indirectly, in benefit of themselves or any third party.

8. Insurance

8.1. Each Party shall subscribe an insurance policy that shall provide cover for both physical damage and material damage due to the other Parties or any third party.

The insurance shall at least cover damage up to following amounts:

physical damage: EUR

material damage: EUR

8.2. In case of public events organized solely by one of the Parties in execution of the present agreement this latter Party shall subscribe an insurance policy that will provide sufficient cover for the risks of fire, storm, lightning, explosions, falling aircraft, water damage, etc., tuned to the extent of the activities related to the Project, in accordance with local legal regulations.

8.3. Each of the Parties will be entitled to receive a copy of the above mentioned insurance policies subscribed by the other Parties.

9. Liability

9.1. The parties shall not be liable if and to the extent that the incurred damages result from force majeure.

9.2. In the event of a disruption of the Project and/or in the event of any other occurrence for which one or more Parties may be liable under this agreement, all Parties shall cooperate and shall take all reasonable measures in order to mitigate the damages as much as possible.

9.3. If one of the partners cancels his participation in the Project, this Party will pay a penalty lump sum of EUR . This amount will be used in the realization of the Project.

9.4. Each Party shall indemnify and hold harmless the other contracting Parties against any claims launched by third parties, penalties or damages that may arise in connection to the Project and the present agreement. In particular each Party shall indemnify and hold the other Parties harmless from and against all losses, damages, settlement amounts, costs and expenses, arising out of or resulting from any claim by third parties arising out of any injuries to persons and/or damage to property resulting from (i) this Party's failure to comply with any government laws or regulations; (ii) this Party's negligent acts or omissions; (iii) this Party's breach of any term of the present agreement.

9.5. The liability of all Parties for possible damage of whatsoever type is limited in all cases to the global budget of the Project.

9.6. No Party shall in no case be liable for any indirect, consequential or immaterial damages (e.g. drop in or loss of turnover, loss of profit, loss of customers, loss of data, etc.), irrespective of the cause of action or the legal grounds upon which such claim is based.

9.7. The above-mentioned limitations shall not apply in case of and in as far as law explicitly prohibits said limitations, in particular, in case of bodily injury or death caused by defective products, in which case de limitations of the insurance will apply.

10. Condition precedent

The present agreement is concluded under the condition precedent that the Project will be included by the Education, Audiovisual and Culture Executive Agency (EACEA) on the list of selected proposals to receive a grant in the framework of the Creative Europe Programme 2014 to 2020, Culture Sub-programme, support for European Cooperation Projects.

All costs made by each Party previously to the decision made by the Education, Audiovisual and Culture Executive Agency (EACEA) will be and remain solely at charge of the Party concerned.

All costs made by each Party in case of a negative decision made by the Education, Audiovisual and Culture Executive Agency (EACEA) will be and remain solely at charge of the Party concerned.

11. Alteration of the agreement – Waiver of rights

11.1. The present agreement and its annexes constitute the entire and unique agreement between the contracting Parties hereto with respect to the subject matter hereof and supersede and abolish all former oral agreements.

11.2. No provision of this agreement (including this provision) may be changed, waived, discharged or discontinued, except by an instrument in writing signed by both contracting Parties.

11.3. The waiver of any right provided in the present agreement is in effect only when any contracting Party submits it in writing; the omission or tolerance does not create precedent nor constitutes waiver of the right in question.

11.4. All the articles of the present agreement and its annexes and the rights and obligations they arise are essential.

11.5. If any of the provisions or sections or articles of the present agreement and its annexes shall be or become void or be held invalid, all other provisions shall remain in full force and effect and the void and invalid provisions shall be forthwith replaced by other provisions to be agreed upon by the Parties valid in form and substance and which shall accomplish as nearly as possible the purpose and intent of the void or invalid provisions in due course.

12. Notifications – Contact persons

12.1. Any notice or notification required or allowed according to the present agreement shall be given in writing and upon receipt either personally or by registered letter or e-mail, to the addresses set forth in the front page of the present agreement and the e-mail addresses, as set out below.

12.2. Any notification shall be effective upon receipt.

12.3. Parties appoint following contact persons

... (names, function, e-mail addresses, phone numbers)

13. Governing Law – Dispute resolution

13.1. Governing law

This agreement shall be governed by and construed in accordance with ... law (*country*).

13.2. The contracting Parties will try bona fide to resolve amicably by mutual agreement any dispute arising between the Parties regarding the subject of present agreement, in any technical, legal or other necessary mean.

13.3. In case of a dispute between the Parties about the validity, the interpretation or the execution of this agreement, which cannot be solved amicably, the Parties will attempt to solve the dispute by mediation through a certified mediator appointed by ... (*name + address + website + e-mail address + phone number of a mediation organization*). The mediation will be held in English. The mediation sessions will take place in ... (*city*).

Each of the Parties shall bear an equal share of the provision covering the fees and expenses of the mediator.

13.4. As far as the Parties do not come to a solution through mediation and unless otherwise agreed, all disputes shall fall under the exclusive jurisdiction of the ... courts (*city – legal district*).

Drawn up at ... (*city*)

On ... (*date*)

In ... (*number*) originals,

Each Party acknowledges having received one original.

THE CONTRACTING PARTIES

FOR PARTY A,

FOR PARTY B,

FOR PARTY C,

Annexes:

...