

PROJECT COOPERATION AGREEMENT (PCA)

Relating to the [name of project]

By and between

- 1) [lead partner], having its offices at [address]
 - Hereinafter referred to as “**Project leader**”
 - Represented for the signature of this Project Co-operation Agreement by its authorized representative [name of person]
- 2) [co-organisier 1], having its offices at [address]
 - Hereinafter referred to as “[name of co-organisier]”
 - Represented for the signature of this Project Co-operation Agreement by its authorized representative [name of person]
- 3) [co-organisier 2], having its offices at [address]
 - Hereinafter referred to as “[name of co-organisier]”
 - Represented for the signature of this Project Co-operation Agreement by its authorized representative [name of person]

[etc]

(Hereinafter together referred to as "the Parties")

I. DEFINITIONS

1.1. Parties mean the Parties signing this Project Cooperation Agreement;

1.2. Project Leader means [lead partner], having its offices at [address];

1.3. Project means [short description of project – no more than one paragraph].

1.3. Project Share of a Party means that Party's share of the total budgeted cost of the Project as shown in this Agreement;

1.4. Force Majeure means any unforeseeable and insuperable event affecting the carrying out of the project by one or more Parties;

1.5. Project Cooperation agreement or Agreement means this agreement;

PCA for the [name of project]

1.6.Subcontractor means a third party who by means of a contractual arrangement with a Party, carries out work for the Project on behalf of such Party;

1.7.Access rights: means licenses and user rights to Knowledge or pre-existing know-how;

1.8. Board meeting shall mean a meeting between the legal representatives of each of the Parties or their authorized representatives at any time upon written request of any of the Parties or the Project Leader;

II. PURPOSE AND SCOPE OF THE PARTNERSHIP

2.1. This Agreement governs the rights and obligations of the Parties with respect with the partnership to be carried out for the [name of project].

2.1.1.The Parties undertake to cooperate under and adhere to the conditions of this PCA in order to achieve the goals of the Project.

2.2.The scope of the Project is [brief description of scope of project].

2.3. The Parties shall carry out the Project and their respective tasks under the Project in accordance with the conditions set out in this Agreement.

III. COMING INTO FORCE – DURATION

3.1. This Agreement shall enter into force following its signature by all the Parties.

3.2. This Agreement shall thereafter remain into force for the duration of the Project.

IV. SCOPE OF ACTIVITIES OF THE PARTIES

4.1. The activities which shall be executed by the **Project Leader** are as follows:

[the following are given as examples]

- to design of the artistic concept;

- to confirm Partners and Collaboration Principles

- to select artistic team of directors;

- to audition singers and musicians;

- contractual matters with all parties;

- to establish budget framework and implementation;

PCA for the [name of project]

- to discuss production design according to estimated budget;
- further fundraising initiatives;
- negotiation of sponsorship benefits;
- to set sponsorship schedule;
- planning of advertising and marketing;
- to establish schedule of Project printed material;
- to establish forms of advertisement of project;
- to establish advertising schedule of project;
- to establish advertising opportunities for third parties within project;
- to confirm Production Schedule;
- general implementation of production schedule;
- to confirm established Program;
- to confirm all International Panel Guests & Lecturers;
- to monitor the Project by regular advisory board meetings;
- Dissemination of all materials on social media;

4.2. The activities which shall be executed by [name of co-organiser 1] are as follows:

- [insert relevant activities along the lines above]

[repeat for each co-organiser]

V. RESPONSIBILITIES OF THE PARTIES

5.1. Each Party hereby undertakes reasonable efforts promptly to supply to the project Leader all such information or documents as the Project Leader may reasonably require to fulfil its tasks and obligations set out in this PCA.

5.2. Each Party shall use all reasonable and necessary efforts and resources to perform on time the tasks and requirements assigned to it in the Agreement and to make available rights and information on time to

PCA for the [name of project]

other Parties under the terms and conditions of Article 8 provided the Party is legally entitled to make such rights and information available to the other Parties;

5.3. Each Party shall notify the Project Leader and each of the other Parties of any delay in [performance / exhibition / etc] or of any event that may impact the Project;

5.4. Each Party shall inform the Project Leader of relevant communications it receives from third parties in relation to the Project;

5.5. Each Party shall ensure the accuracy of any information or materials it supplies to the other Parties and to promptly correct any error therein of which it is notified. The recipient Party shall be responsible for the use to which it puts such information and materials;

5.6. Each Party shall not use knowingly any proprietary rights of a third party for which such Party has not acquired the corresponding right of use and/or to grant licenses;

5.7. Each Party shall act at all times in good faith and in a manner that reflects the good name, goodwill and reputation of the other Parties and in accordance with good business ethics;

VI. FINANCING

6.1. Each Party shall [optional addition: "to its best ability"] contribute to the co-financing of the Project as outlined in 6.2 below through its own resources or by means of independent fundraising for grants, sponsorship or donations;

6.2. The proposed budget and estimates of income from each partner are as follows:

Total Budget: EUR [xxx]

Income from EU: EUR [xxx]

[add rows for each relevant area of match funding, using headings in Income section of budget]

6.3. The agreed contributions by each partner towards the co-funding shall be as follows:

[name & country of lead partner] EUR [xxx]

[name & country of co-organiser 1] EUR [xxx]

[repeat for each co-organiser]

6.4. **[you may wish to include some extra clauses depending on the agreement between the parties:]**

PCA for the [name of project]

Each of the Parties shall not be liable should it be unable to generate its agreed share of the co-funding – if such a situation arises, the partners shall collectively decide how any such shortfall will be addressed – which may include a reduction in the overall project activities, or a diminution in any agreed share of the EU grant to the partner in question

The lead partner shall receive the EU grants and the additional income as generated above. Though some advance payments may be made to partners, it is agreed that the full agreed share of EU or any other funds will only be made available to partners on evidence of completion of their agreed responsibilities, as outlined in section 5 above.]

VII. CONFIDENTIALITY

7.1. The Parties hereby agree that they will not disclose any recognisably confidential operational and business information that the respective other Party has become aware of during the Project to any third party; this obligation shall also continue to apply for a period of one year beyond the term of this Agreement.

7.2. This obligation (pursuant to Article 7.1) shall not apply to information that

- is common knowledge through publicly available materials, in print or online,
- becomes common knowledge through no fault of the receiving Party,
- was demonstrably known to the receiving Party before the date on which it was provided,
- was generated by the receiving Party independently of such provision,
- was provided to the receiving Party by a third party without any obligation to confidentiality.

VIII. INTELLECTUAL PROPERTY RIGHTS

8.1. Once the Parties have entered into this Agreement, all protectable and non-protectable work results generated under the Project exclusively by the employees of one Party are the property of this Party.

8.2. The Parties grant each other, for the duration and purposes of the Project, the non-exclusive, non-transferable, non-sub licensable, irrevocable and royalty-free right of use to the protectable and non-protectable work results generated under the Project.

8.3. The Parties are not responsible for ensuring that the rights of use granted under this Agreement are free of third-party rights. If they become aware of any third-party rights, they shall inform the other contracting Party accordingly and without delay.

IX. PUBLICATIONS

9.1. Each Party shall have the right to publish the work results it has achieved within the scope of the Cooperation Project. However, the mutual protectable interests of either Party must also be taken into account.

9.2. The Parties shall notify each other in due time about all planned publications and media related schedules.

X. WARRANTY, LIABILITY

10.1. The Parties shall waive the enforcement of any warranty claims within the scope of the Cooperation Project with regard to the know-how provided and the achieved work results.

10.2. Otherwise, each Party, to the extent permitted by law, shall only be held liable for any property damage or financial losses caused by wilful intent or gross negligence. Liability for consequential damages shall be excluded.

XI. FORCE MAJEURE

11.1. Force Majeure shall mean any act, event or condition beyond the reasonable control of a Party that was not reasonably foreseeable at the time of execution of this Agreement and is not avoidable under normal circumstances, including but not limited to acts of God, war, riots, acts of Government or any state or political subdivision thereof, fires, floods, explosions of other catastrophes, labour disturbances, freight embargoes or material shortages.

11.2. No Party shall be liable for any failure to perform or any delay in performing any of its obligations under this Agreement if such failure or delay arises out of Force Majeure. The Party facing an event of Force Majeure shall promptly notify the other Parties and shall use its reasonable endeavours to remedy any default or delay occasioned thereby forthwith upon such event ceasing to apply.

11.3. In case of frustration of this Agreement or if the fulfilment of substantial provisions of this Agreement is affected by Force Majeure, the Parties shall endeavour to adapt the Agreement to the new situation. In the event that the Parties do not agree upon such an adaptation within a period of three months, the Agreement shall, as far as such Party is concerned, be terminated without notice by the Party that cannot reasonably be expected to fulfil the Agreement.

XII. TERMINATION

12.1. This Agreement expires automatically with the fulfilment or termination of the Project and complete discharge of all obligations of the Parties under this Agreement.

12.2. This Agreement shall automatically terminate without any further demand and without liability of any Party to the others upon the first to occur of the following events:

- No awarding to the Project;

PCA for the [name of project]

- Cancellation of the Project;
- Should any Party enter into bankruptcy or liquidation or any other arrangement for the benefit of its creditors;

XIII. FINAL PROVISIONS

13.1. If any individual provision of this Agreement is held to be or becomes ineffective, the validity of the remaining provisions shall not be affected. In such a case, the Parties shall endeavour to agree on a supplementary clause to this Agreement in the spirit of the initially intended purpose by mutual consent.

13.2. Any amendments or supplements to this Agreement must be made in writing.

13.3. In case of dispute or difference between two or among several Parties arising out of or in connection with this PCA, the Parties shall first endeavour to settle it amicably.

13.4. All disputes or differences arising in connection with this PCA, which cannot be settled as provided for in the preceding Article 13.3, shall be finally settled by the competent court in [name of country of lead partner]. The applicable law shall be [name of country of lead partner] law.

13.5. Any notice to be given under this PCA shall be sent by mail, fax or E-mail and in the latter two cases confirmed by mail to the following addresses:

[email of lead partner]

[email of any additional co-organisers agreed to be included here – could be all – repeat as necessary]

or to such address and recipients as a Party may designate in respect of itself by written notice to the others.

AS WITNESS the Parties have caused this PCA to be duly signed by the undersigned authorized representatives.

Authorised to sign on behalf of:

1. [name of lead partner]

[name of individual, and job title, if you want]

Signature: _____

Authorised to sign on behalf of:

1. [name of co-organiser 1]

[name of individual, and job title, if you want]

Signature: _____

PCA for the [name of project]

Authorised to sign on behalf of:

[repeat for all co-organisers]

[date signed]