

Goethe-Institut e.V.  
based in: Dachauer Straße 122, 80637 Munich, Germany,  
active in the Czech Republic via the „Goethe-Institut e.V.“ – Czech Republic branch  
branch address in Prague: Prague 1, Nové Město, Masarykovo nábřeží 224/32  
Commercial register number: 43 000 894  
Tax identification number: CZ683868819  
listed in the Commercial Register at the: Municipal Court in Prague, Section A, Entry A 77290,  
represented by: Angelika Ridder, Branch Manager  
(hereinafter referred to as „GI“)

and

zukunftsgeraeusche GbR  
based in: Asamstraße 11, 81541 Munich, Germany  
Commercial register number: -  
Tax identification number: DE258706127  
Bank account: XXX  
Postfach 120618, 10596 Berlin, Germany  
represented by: Robert K. Huber  
(hereinafter referred to as “zukunftsgeraeusche”)

and

PLATO Ostrava  
city-funded organisation  
based in: Prokešovo náměstí 1803/8 702 00 Moravská Ostrava, Czech Republic  
Commercial register number: 71294538  
Tax identification number: CZ71294538  
Bank account: XXX  
represented by Marek Pokorný  
(hereinafter referred to as “PLATO”)

and

curatorial collaborative z.s.  
Registered Association / Zapsaný Spolek  
based in: Jeronýmova 9, 13000, Prague 3  
Tax identification number: 052 33 372 (IČ)  
Bank account details: XXX  
represented by: Helena Doudová  
(hereinafter referred to as „curatorial collaborative“)

The parties to the contract are hereinafter jointly referred to as “the partners”.

conclude the following

## **COOPERATION AGREEMENT:**

### **Preamble**

Celebrating the centenary of Bauhaus in 2019, the transnational re:bauhaus festival explores the origins of modernism and its linkages to Functionalism and Bauhaus in Central Europe. The festival commemorates 100 years of Bauhaus by examining the societal developments taking place at the time of its birth, including the movements for social and women’s emancipation. In addition, the festival investigates the development of the modern state through the examples of the Weimar Constitution and the Czechoslovak Republic. re:bauhaus adheres to the principle of dialogue and stands for mutual cooperation among network partners to promote a truly transnational perspective.

The joint project is initiated by the Goethe-Institut in cooperation with curatorial collaborative, PLATO Ostrava and zukunftsgeraeusche GbR.

This Cooperation Agreement is a follow-up agreement to the Coproduction Agreement concluded in December 2018 between the parties Goethe-Institut e.V., zukunftsgeraeusche GbR and PLATO Ostrava (hereinafter referred to as “the first agreement”) enclosed as Annex I.

### **§ 1 Object of the agreement**

The object of this agreement is the joint preparation, organisation, curation and execution of the project “*re:bauhaus. modern emancipation, education, exchange*” consisting of the listed events enclosed as Annex III to this agreement (hereinafter referred to as “the project”). The Annex III also states which of the partners is responsible for which event.

### **§ 2 Purpose of the agreement**

The purpose of this agreement is to agree on the conditions of cooperation of all four partners in regards to financing, producing, organising and executing the listed events enclosed as Annex III to this agreement and according to the budget in Annex II.

The concept of the events is developed by the responsible partner as listed in the table enclosed as Annex III to this agreement and in coordination with the other project partners.

### **§ 3 Rights and obligations**

Goethe-Institut will:

- (1) Coordinate between the partners and oversee the development of the project and its different project lines.
- (2) Oversee the communication of the project.
- (3) Commission a graphic designer for designing the project logo, for designing and printing print products (flyers and postcards) and develop a website (micro site) using a template produced by the Goethe-Institut e.V. in accordance with the budget in Annex II.
- (4) Communicate the events online and distribute the communication materials to the other partners.
- (5) Provide a technician for the installation of the VR in the National Gallery in Prague on 14.06. and 15.06.2019.

zukunftsgeraeusche will:

- (1) Organise and curate five events as listed in the table enclosed as Annex III to this agreement, as feasible, based on the final availability of the applicable third-party funds.
- (2) Provide content to GI for communicating the events.
- (3) Communicate the events and distribute the communication material in the local context (Berlin).
- (4) Take care of the bookkeeping of third-party funds, acquired by zukunftsgeraeusche for the purpose of the project, and of all their project related expenses.
- (5) Provide all necessary information, including names and logos, of third-party project supporters and funders to the other partners for communication purposes. All third-party supporters and funders of the joint project known to this date are listed in the Annex V, Logo Overview.
- (6) Provide GI with an overview of how many participants will have visited the events in Berlin, as well as with images from the events in Berlin that will have taken place under the responsibility of zukunftsgeraeusche as listed in the table enclosed as Annex III to this agreement.
- (7) Provide a short report of the event “Manifesto (WT)” to GI and provide reports of all other events listed in the table enclosed as Annex III to this agreement to the other third-party funders.

PLATO will:

- (1) Organise and curate six events as listed in the table enclosed as Annex III to this agreement.
- (2) Provide content to GI for communicating the events.
- (3) Will communicate the events and distribute the communication material in the local context (Ostrava).
- (4) Will take care of the bookkeeping of third-party funds acquired by PLATO for the purpose of the project, and of all their project related expenses.
- (5) Provide all necessary information, including names and logos, of third-party project supporters and funders to the other partners for communication purposes. All third-party project supporters and funders known to this date are listed in the Annex IV., Logo-Overview.
- (6) Provide GI with an overview of how many participants will have visited the events in Berlin, as well as with images and a short report of the events that will have taken place under the responsibility of PLATO as listed in the table enclosed as Annex III to this agreement.

curatorial collaborative will:

- (1) Organise and curate two events as listed in the table enclosed as Annex III to this agreement.
- (2) Provide content to GI for communicating the events.
- (3) Communicate the events and distribute the communication material in the local context (Prague).
- (4) Conclude the necessary agreements with the National Gallery Prague, where the two symposiums, as listed in the table enclosed as Annex III, will take place.
- (5) Take care of the bookkeeping of third-party funds acquired by curatorial collaborative for the purpose of the project, and of all their project related expenses.
- (6) Provide all necessary information, including names and logos, of third-party project supporters and funders to the other partners for communication purposes. All third-party project supporters and funders known to this date are listed in the Annex IV., Logo-Overview.
- (7) Provide GI with an overview of how many participants will have visited the events in Prague, as well as with images and a short report of the events that will have taken place under the responsibility of curatorial collaborative as listed in the table enclosed as Annex III to this agreement.

All parties will:

- (1) Support the project and events with the financial contribution as specified in the budget in Annex II.
- (2) Discuss the development of the project during regular coordination meetings, assembled on a need-to basis.
- (3) Work together on the realisation of the series of events in the table enclosed as Annex III, which will take place in Ostrava, Berlin and Prague in 2019, in cooperation with further partners and sponsors.
- (4) Jointly communicate the project using the project logo as shown in Annex IV, crediting further third-party project supporters and funders as listed in Annex V and using the following word mark of the project: "*re:bauhaus. modern emancipation, education, exchange - A Central European festival exploring Functionalism and Bauhaus in the context of the development of the modern state and the movements of social and women's emancipation.*"
- (5) Name all partners and main supporters (names and/or logos) of the project when communicating project events or the project itself, by using the following: "The joint project is initiated by the Goethe-Institut in cooperation with *bauhaus reuse*, curatorial collaborative, National Gallery Prague, PLATO Ostrava and *zukunftsgeraeusche*. Supporters include the Czech-German Future Fund, German Federal Agency for Civic Education, Federal Foundation of Baukultur, Ministry of Culture of the Czech Republic and the City of Ostrava."
- (6) Have to agree on all content and texts for communication (PR) of the project and events in advance.
- (7) Provide information (text, graphic) for communication (PR) of the project and events.
- (8) Inform the partners about changes in the program immediately after they learn about a necessity for a change.
- (9) Inform the partners about the definite dates and titles of the planned events, if they are not yet given in Annex III, immediately after these will have been defined.

#### § 4 Budget

- (1) The total budget for the project in 2019 is agreed to be in the amount of **168.303,00 EUR**, excl. VAT (in words: one hundred sixty-eight thousand three hundred and three EUR). The detailed budget is presented in Annex II.
- (2) The ratio of the project contributions is agreed as follows:
  - a. The contribution of GI will be 50.000,00 EUR in total.
  - b. The contribution acquired by zukunftsgeraeusche through third-party funding will be 52.000,00 EUR in total, depending on the final availability of the applicable third-party funds.
  - c. The contribution of PLATO will be 53.383,00 EUR, which will be 30.307,00 EUR of own funds and 23.076,00 EUR acquired by PLATO through third-party funding.
  - d. The contribution acquired by curatorial collaborative through third-party funding will be 6.220,00 EUR plus 6.700,00 EUR contribution in kind by the National Gallery Prague, amounting to a total of 12.920,00 EUR in total.
- (3) The contribution of GI will be used and paid by GI as specified below:
  - a. 10.000,00 EUR will be used for all expenses related to communication and PR and will be paid directly by GI to the suppliers/service providers. If all PR and communication related expenses amount to less than 10.000,00 EUR, the excess remains for the use of the GI within or outside of the framework of the project. The GI will not reimburse the partners for any communication and PR related expenses that are incurred by the partners without prior coordination and agreement with the GI.
  - b. 4.000,00 EUR will be used to cover travel expenses of the project team. The funds can either be paid directly by GI to the service providers (i.e. travel agents, airlines, etc.) or can be refunded to the partners after providing proof of payment in the form of payment receipts and/or original tickets. Only travel costs that are relevant for the realization of this project can be refunded. The funds will be allocated as follows:
    - max. 1.000,00 EUR will be used to cover travel expenses of GI
    - max. 1.000,00 EUR will be used to cover travel expenses of PLATO
    - max. 1.000,00 EUR will be used to cover travel expenses of curatorial collaborative
    - max. 1.000,00 EUR will be used to cover travel expenses of zukunftsgeraeusche
 If all travel expenses amount to less than 4.000,00 EUR, the excess remains for the use of GI within or outside of the framework of the project. GI will not reimburse the project partners for any travel expenses that are not related to this project.
  - c. 3.000,00 EUR will be paid to the accounts of zukunftsgeraeusche mentioned in the heading of this agreement to cover expenses of the event titled "Manifesto (WT)" as listed in Annex III. The amount will be paid to zukunftsgeraeusche as soon as an event concept and description will have been agreed upon between the project partners.
  - d. 15.000,00 EUR will be paid as a first instalment by GI to the accounts of PLATO mentioned in the heading of this agreement, without undue delay upon this agreement comes into effect.
  - e. 8.000,00 EUR will be paid as a second instalment by GI to the accounts of PLATO mentioned in the heading of this agreement, after the successful completion of the "Bauhaus Summer Academy for Contemporary Art (BACA 1): School of expressions" as listed in Annex III. and after reports of expenditure accounting for the first instalment of 15.000,00 EUR have been provided by PLATO to GI. This second instalment will be paid out not before September 9<sup>th</sup> 2019 and without undue delay after the receipt of the report of expenditure.
  - f. 5.000,00 EUR will be paid as a first instalment by GI to the accounts of curatorial collaborative mentioned in the heading of this agreement, without undue delay upon this agreement comes into effect.
  - g. 5.000,00 EUR will be paid as a second instalment by GI to the accounts of curatorial collaborative mentioned in the heading of this agreement, after the successful completion of the first symposium and after reports of expenditure accounting for the first instalment of 5.000,00 EUR have been provided by curatorial collaborative to GI. This second instalment will be paid out not before July 1<sup>st</sup> 2019 and without undue delay after the receipt of the report of expenditure.
  - h. In case the partners realize that any of the events cannot and will not take place after the amounts will have been transferred, the amounts proportionate to the costs of events affected shall be returned to the accounts of GI mentioned in the heading of this agreement without undue delay.

- i. None of the partners is entitled to any further claims of costs, including costs arising in the case of faulty planning or unpredictable events. Any exceptions from this clause must be negotiated and agreed upon in writing prior.
- (4) The contributions of partners are monetary contributions solely for the purpose of realising the project and the events listed in Annex III – Table of events, and therefore do not constitute taxable transactions and as such are not subject to value added tax. All partners have to provide a financial report including copies of the supporting documents of the expenses they will incur to account for the contributions. Every partner is responsible for paying all incurring taxes and fees on their own.

## **§ 5 Intellectual property rights, copyright and license**

- (1) Each party to this agreement hereby represents and declares that when performing its obligations under this agreement and in the course of the project it will not infringe any rights of third parties, particularly copyrights, other intellectual property rights or personality rights. Each party to this agreement hereby represents and declares that it is entitled to grant the license pursuant to this § 6, and that no third-party rights exist that would restrict any form of usage in accordance with the license pursuant to this § 6. The parties to this agreement exempt each other from all claims of third parties in this regard and are liable for any damage, material or immaterial, caused to the other parties to this agreement as a result of these representations and declarations being untrue, incorrect or inaccurate.
- (2) All parties to this agreement hereby grant to each other a non-exclusive and free of charge license (the “License”), to all works that are subject to intellectual property rights, in particular works protectable under copyright laws (works of authorship) created or procured by them in the course and for the purpose of this project (hereinafter referred to as “the Works”).
- (3) For the avoidance of doubt, the License is unrestricted as to:
  - The quantity of use of the Works;
  - The geographical extent of use of the Works (worldwide);
  - The purpose of use of the Works;
  - The manner of use of the Works.
- (4) The License is granted for the entire period of protection of economic intellectual property rights pertaining to the Works.
- (5) This License is governed by the laws of the Czech Republic, in particular the Civil Code (Act No. 89/2012 Coll.) as amended, and the Act No. 121/2000 Coll. on Copyright, Rights Related to Copyright and on the Amendment of Certain Laws (Copyright Act), as amended.

## **§ 6 Other provisions**

- (1) Collateral agreements and amendments to this agreement shall only be effective if produced in writing.
- (2) A partial or full invalidity of single provisions of this agreement does not affect the other provisions’ effectiveness. Should a provision in this agreement be inoperative or invalid, this does not affect the operation of the agreement in any other respect. Instead, the invalid provision must be replaced by a legally admissible one, which in content and commercial effect comes closest to the invalid one.
- (3) The annexes become a full part of the agreement.
- (4) This agreement will come into effect as soon as the last party to this agreement signs it.
- (5) The place of jurisdiction for this agreement is Prague, The Czech Republic. For any case of dispute, all parties agreed that this agreement is governed by the Czech law.

### **List of attachments:**

- ANNEX I. – The first agreement concluded in December 2018
- ANNEX II. – Budget of the events
- ANNEX III. – Table of events

ANNEX IV. – Project logo

ANNEX V. – Logo Overview of further third-party project supporters and funders (as of 26.05.2019)

ANNEX VI. – List of contact persons and contact details

Prague,

Berlin,

Ostrava,

Prague,

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Angelika Ridder

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Robert K. Huber

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Marek Pokorný

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Helena Doudova