

COOPERATION AGREEMENT

for the implementation and coordination of action entitled Let's Sing

concluded by and between

FIRST the **Slezské divadlo Opava** (hereinafter referred to as "SDO"), as **Coordinating Organisation**, having its registered office at Horní náměstí 195/13, 746 01 Opava, Czech republic, represented by Mr. Ilja Racek, Director of SDO, and

SECOND the **Opera Network** (hereinafter referred to as "Opera Network"), as **Partner**, NGO having its registered office at Via Eleonora Duse 12, 50 136 Florence, Italy; represented by Carla Giovanna Zanin, director

on the following terms and conditions including those incorporated in the annexes constituting inseparable parts of this Cooperation Agreement (hereinafter referred to as the "**Agreement**").

Besides the Partner, there are other partners in the project, namely: EUROFILMFEST s.r.o., Prague, Czech republic; Sofia Opera and Ballet, Sofia, Bulgaria; Conservatorio di Musica "Stanislao Giacomantonio", Cosenza, Italy and Giunti Psychometrics SRL, Florence, Italy (hereinafter jointly referred to as "**Other partners**") There will be a similar agreement concluded between SDO and each of the Other partners.

Article 1 - Agreement of the Contracting Parties

- 1.1 The Contracting Parties have been awarded a grant under the terms and conditions of the *ERASMUS + Programme by- Standard Grant Agreement Nr. 2021-1-CZ01-KA220-VET-000034854* concluded on Oct. 15, 2019 between *Dům zahraniční spolupráce, příspěvková organizace, ID: 61386839*, having its registered office at *Na Poříčí 1035/4, 110 00 Praha 1* (hereinafter referred to as the "**DZS**") and Coordinating Organization, acting also on behalf of Partners (hereinafter referred to as the "**Grant Agreement**").
- 1.2 This Agreement shall set the principles and conditions of cooperation between Coordinating Organization and Partner under the terms of Grant Agreement, implementing the action entitled **Let's Sing** (hereinafter referred to as the "**Action**", description of the Action a Workplan constitutes Annex 2 of this Agreement).
- 1.3 Contracting Parties hereby declare their intent and readiness to implement the Action following the terms of the Grant Agreement and under coordination of the Coordinating Organization and express their will to cooperate realizing the Action.

Article 2 – Structure

2.1 Coordinating Organisation

- 2.1.1 The Coordinating Organisation is the main beneficiary of EU support and signed Grant Agreement for other beneficiaries – Opera Network and Other partners. The Coordinating Organisation represents

Opera Network and Other partners before DZS and act on their behalf. Coordinating Organisation takes financial and legal responsibility for the operational, administrative and financial implementation of the Action. The Coordinating Organisation co-ordinates the Action with Opera Network and the Other partners.

2.1.2 The obligations associated with the funding provided are set out in the Grant Agreement.

2.1.3 The Coordinating Organisation coordinates the following activities, in particular:

- General coordination of Action activities in cooperation with the Opera Network and the Other partners in relation, among others, to administrative, legal, financial and related matters.
- Coordination of the decision-making process.
- Receiving the grant payments on the basis of the Grant Agreement and transferring the grant payments to Opera Network and the Other partners
- Submission of the (administrative and financial) reports to the DZS under the Grant Agreement or other specifications.

2.2 Opera Network

2.2.1 Opera Network shall perform its respective Action activities in accordance with the requirements specified in the Workplan and this Agreement. Opera Network shall do its duties in a way that no action or default associated therewith shall constitute or cause the violation or the non-performance of the Coordinating Organisation's or Other partner's obligations under Grant Agreement and this Agreement and shall not contribute thereto. They make every effort to cope with and fulfill all requirements set for the Action and its financing through the grant.

2.2.2 Opera Network shall provide the information necessary for drawing up the necessary reports in a timely manner to the Coordinating Organisation. A precondition for paying grant amounts allocated to Opera Network is that Opera Network fulfills its obligations to the Coordinating Organisation. Grant funds are provided in a form of pre-financing, i.e. it transfers 80% of the funds in advance. The remaining amount may only be paid after the conditions to receive the balance payment under Grant Agreement are fulfilled.

2.2.3 Opera Network organizes the promotion of Action and management of funds distributed by the Coordinating Organisation. The directorate of each Contracting Party guarantees the proper use of financing, for the right purposes and in accordance with the Action and its budget.

Article 3 – Managing personnel

3.1 Coordinating Organization as the legal representative of Contracting Parties towards DZS appoints a coordinator responsible for the overall management of the activities under the Grant Agreement.

3.2 Coordinating Organization shall appoint a financial manager responsible for the overall management of financial activities under the Grant Agreement.

3.3 Opera Network appoints an official responsible for formal communication between the Contracting Parties under the Grant Agreement and this Agreement:

mob phone: Opera Network shall report on the financing of the Action, providing also all necessary documents and accounts, to the financial manager of the Coordinating Organization on a regular basis, at least once per 6 months.

Article 4 - Meetings

- 4.1 For the proper management of the Action and to discuss any possible issues executing Grant Agreement and this Agreement, Contracting Parties shall meet on a regular basis, either on-line or in person, at least once per 6 months.
- 4.2. Contracting Parties shall participate in meetings with DZS officials, which will be organized by DZS.

Article 5 – The Grant

- 5.1 The maximum amount of the grant amounts to EUR 278.228,00 (hereinafter referred to as the “Grant”). The budget of the Action is contained in Annex 1 and 2 of this Agreement.
- 5.2. Each Contracting Party bears sole responsibility for funding the Action and covering its costs not covered by the Grant, in the extent foreseen by the budget of the Action and its Workplan.

Article 6 - Financial management

- 6.1 The Contracting Parties shall contribute to this budget with human resources and material and financial contributions as specified in detail in the budget and Workplan forming a part hereof.
- 6.2 DZS finances the Action on the basis of the Grant Agreement.
- 6.3 Material resources or intellectual property contributed to the Action by any of the Contracting Party should remain property of such Contracting Party. Material resources and intellectual property developed by the activities of the Action shall remain in the joint ownership of the Contracting Parties and Other partners (by shares respective to the participants contributions).
- 6.4 The Contracting Parties should maintain separate accounting concerning the Action.
- 6.5 Requests for payments and financial statements must be drafted in Euros. Contracting Parties with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the Official Journal of the European Union determined over the corresponding reporting period. Contracting Parties with general accounts in euro must convert costs incurred in another currency into euros in accordance with their usual accounting practice.
- 6.6 Opera Network is made aware of the fact that DZS may, on the basis on the final report of the Action, reduce the final sum of the Grant by up to 75% in case of wrong, partial or late implementation of the Action. Opera Network shall be responsible for such a reduction in case of breaching its obligation according to the Workplan, budget or this Agreement.

Article 7 – Payments

- 7.1 The Coordinating Organization receives a pre-financing payment amounting to 80% of the maximum amount of the Grant.
- 7.2 Opera Network shall receive its respective share of the Grant (EUR 27.770,-). The payments shall be made as follows:
 - a) 1. Installment: Opera Network shall receive 80% of the pre-financing not later than on January 10, 2022 (provided this Agreement is duly signed by that date) as follows:

Sum of EUR 22.216,- on bank account: [REDACTED]

CODICE BIC: [REDACTED]

- b) 2. Installment (same bank accounts apply): Opera Network shall receive remaining 20 % of the financing by December 31, 2022 provided all its obligations under this Agreement have been met and Opera Network presents to the Coordinating Organisation invoices proving that the payment of the first installment has been spent in compliance with the Grant Agreement, this Agreement and the budget.

7.3. Each Contracting Party is responsible for fulfilling the requirements and presenting necessary documents for requesting the payment of its share according to the conditions for receiving the Grant.

Article 8 – Controls, audit and assessment

8.1 Controls and audit

8.1.1 Opera Network shall cooperate with the Coordinating Organisation and DZS in execution of controls and audits during implementation of the Action a while auditing of the final report, including, upon request, presenting all necessary original documents and bookkeeping concerning the Action. The cooperation shall take place regardless of the manner of control or audits, including on site controls and audits.

8.2 Assessment

8.2.1 As part of the monitoring process, assessments shall also take place from the beginning of the implementation of the Action. Contracting parties shall employ officials responsible for assessment of the Action.

Article 9 - Promotion and dissemination

9.1 Promotion

9.1.1 Contracting Parties shall implement mechanisms (on the internet, by means of brochures and leaflets) that are suitable for promoting the Action among the Contracting Parties and on a larger scale, among the institutions of the European Union and Third-countries to achieve goals of the Action.

Article 10 - Specific responsibilities for the implementation

10.1 Contracting Parties shall comply with additional requirements on use of the results of the Action.

10.2 Contracting Parties shall accept supervision and monitoring of the DZS or persons determined by the DZS.

10.3 Contracting Parties agree to provide prompt written information in the event of late performance or of events that may affect the Action.

10.4 Contracting Parties shall inform the relevant bodies if they become aware of information received from third parties in relation the Action.

10.5 Contracting Parties agree to act in good faith, in a manner reflecting the reputation, the honour and goodwill of the other Contracting Parties and Other partners, keeping in mind the interests of the other Contracting Parties and in compliance with the ethical rules at all times.

10.6 Contracting Parties commit themselves to participate in the meetings in a cooperative spirit.

10.7 After termination of this Agreement, no party shall use the Action name to designate their own program or take any unfair advantage on the goodwill developed under this Agreement, unless expressly agreed otherwise.

10.8 Coordinating Organization may act unilaterally only within its mandate given by Opera Network. Opera Network shall not act unilaterally on behalf of the Coordinating Organization or the Other partners. If, under the laws governing agreements of this kind, such acts bind the Coordinating Organization or Other partners notwithstanding their knowledge or consent, the Coordinating Organization or Other partner shall be indemnified by Opera Network which acted without their knowledge.

Article 11 - Responsibilities

11.1 All Contracting Parties shall bear sole responsibility for any loss, destruction, damage or injury caused to the other Contracting Parties or third parties by their activities during the implementation of this Agreement.

11.2 All Contracting Parties shall bear sole responsibility for the violation or non- implementation of this Agreement. If the Coordinating Organisation is required to pay damages or a penalty to DZS for a violation of conditions or non-performance, that has been caused by a Opera Network, Opera Network shall pay such damages.

11.3 Contracting Parties shall bear full responsibility for the implementation of their duties under this Agreement and for the insurance and social insurance of its staff involved therein.

12.4 Opera Network is responsible for eligibility of its Action activities within the ERASMUS+ program conditions.

Article 12 - Applicable law and competent jurisdiction

12.1 The Contracting Parties commit themselves to match this Agreement and the Grand conditions Grant in all respects. Applicable law shall be the law of the Czech republic.

12.2 The Contracting Parties shall attempt to resolve any disagreement or conflict arising from or in relation to this Agreement by amicable means. The courts of the Czech republic have exclusive jurisdiction in resolving disputes.

Article 13 - Severability

13.1 If, a part or the whole of, any provision of this Agreement is or becomes partially or fully invalid or impracticable, it shall not affect the validity of the rest of the provisions of this Agreement. In such cases the Contracting Parties are entitled to request Coordinating Organisation to draft valid and practicable provision that matches the best the original purpose of the invalid or impracticable provision.

Article 14 - Providing data

14.1 All the data and information required for fulfilling reporting duties towards DZS and other relevant official documents issued must be provided by Opera Network to the Coordinating Organisation.

Article 15 - Termination

15.1 This Agreement shall be concluded for a period starting from the date of signature by the Contracting Parties and ending on Dec, 2024; the termination of this Agreement does not release the Contracting Parties from the obligations towards third parties, provision of accounts and other duties which by their nature survive termination hereof. The Agreement may be prolonged by mutual agreement of the Contracting Parties.

15.2 No Contracting Party shall be allowed to unilaterally withdraw or terminate this Agreement, no matter what the reason.

Article 16 - Final provisions

16.1 The Contracting Parties agree that the Agreement is drafted in English, during their cooperation they shall communicate in English. The Grant Agreement is originally drafted in Czech language and may be translated upon request.

16.2 All the regulations set in this Agreement are based on the national laws of the participating countries, which are in effect on the date of signature. If any participating country changes its legal regulation the Contracting Parties shall revise together the Agreement.

16.3 The Contracting Parties signed this Agreement as being in full compliance with their contractual will. The signatories hereby declare that they are authorised to sign the Agreement, it is not subject to the approval of any third parties, bodies or authorities or they have such authorisation.

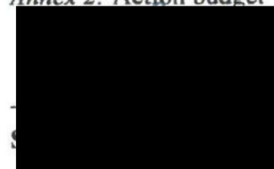
16.4. Contracting Parties must fulfill any and all obligations stipulated in the Grant Agreement and its annexes, even if they are not expressly stated or referred to in this Agreement.

Article 17 - Annexes

17.1 The following annexes constitute an inseparable part of this Agreement:

Annex 1: Action Workplan

Annex 2: Action budget



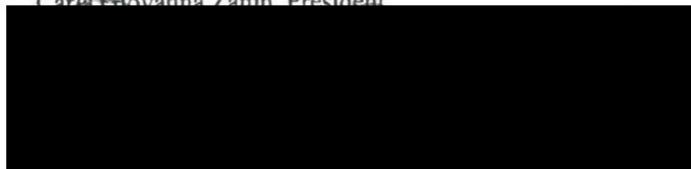
Ilja Racek, Director

Place, date:

OPAVA, 29. 12. 2021

Opera Network

Carla Giovanna Zanin, President



Place, date:

Firenze, 23 December 2021