**COOPERATION AGREEMENT**

**CreArt 3.0 . NETWORK OF CITIES FOR ARTISTIC CREATION**

**Valladolid, 12 January 2024**

ČESKÉ BUDĚJOVICE - EVROPSKÉ HLAVNÍ MĚSTO KULTURY 2028, Z.Ú.

NÁM. PŘEMYSLA OTAKARA II. 1/1

370 01 ČESKÉ BUDĚJOVICE

CZ19311052

(“the co-beneficiary”), represented for the purposes of signature of this agreement by Mrs. Veronika Láchová, acting as director.

The first party, and

**FUNDACIÓN MUNICIPAL DE CULTURA. AYUNTAMIENTO DE VALLADOLID**

C/ TORRECILLA Nº5 47003 VALLADOLID (SPAIN)

ES G-47030721,

(“the beneficiary”), represented for the purposes of signature of this agreement by Mrs. Irene Carvajal Crussat, president of Fundación Municipal de Cultura. Ayuntamiento de Valladolid.

**HAVE AGREED**

 The following for the purposes of the implementation of the agreement entitled

***CreArt 3.0. Network of Cities for Artistic Creation*** ("the project"):

**1. PURPOSE OF THE GRANT DURATION AND DESCRIPTION OF THE PROJECT**

A EU grant is awarded (under the terms and conditions set out in the Grant Agreement 101128499 CRE-CULT-2023 – COP which the beneficiaries hereby declare having taken note of and accepted), for the project entitled **CreArt. 3.0 Network of Cities for Artistic Creation.** The project and the period of eligibility of costs shall begin on **01-01-2024** (the "starting date of the project") and shall end on **31-12-2026** (the "closing date of the project").

The **OBJECTIVES** of the Project are as follows,

CreArt 3.0 is currently a matrix composed by 13 European medium-sized cities that works from 2012 exchanging experiences and good practices to foster Contemporary art, through a permanent transnational mobility program for emerging artists, curators and cultural agents, in order to maximise the economic, social & cultural contribution that creativity can make to their local communities. Our consolidated network will work [#stringing\_together](https://www.instagram.com/explore/tags/stringing_together/) to weave new alliances of collaboration and expand our challenges across Europe.

The CreArt project establishes the following specific aims:

1. To achieve a cohesive consortium with high-level standards of cooperation both at European scale working in a network and at the local level collaborating with the creative core of the partner cities.
2. To improve the skills of the cultural policy advisors, learning best practices in culture-led development across Europe, in order to modernize the Culture and Creative sector.
3. To identify and re-activate the cultural fabric in our cities through a digital mapping of creative resources, and establishing new alliances of collaboration with the City councils.
4. To engage new audiences not familiar yet with contemporary art trends and foster active participation of the citizens in the cultural life of the city.
5. To expand & strengthen our permanent system of transnational mobility, offering professional opportunities for cultural agents abroad.
6. To support emerging artists with fair working conditions beyond the local scene and reconnect emigrant artists again with their hometown.
7. To enrich the cultural scene of the partner cities, adding cultural events with international dimension, while sharing infrastructures & venues put at disposal of everyone in the network.
8. To boost capacity building of cultural agents and support innovative initiatives that will help to transform our cities through creativity.
9. To develop a joint artistic educational program exchange within the network aimed to enhance cooperation and exchanges among local public schools, artistic schools, cultural institutions and NGOs, local Universities…
10. To co-produce new Contemporary Art pieces made by international artists that will remain in short, mid and long term in the partner cities, embellishing the streets.

**2. DESCRIPTION OF THE ACTIVITIES THAT WILL BE IMPLEMENTED IN ORDER TO ACHIEVE THESE OBJECTIVES**

Our general methodology is based on establishing sort of an umbrella for all of the initiatives in all the different partner cities around 4 strategic axes:

COORDINATION

* WP1. COORDINATION. MANAGEMENT AND EVALUATION.
* WP2. COMMUNICATION STRATEGY AND EXPLOITATION OF RESULTS
* WP3. CONFERENCES AND STUDY VISITS

PARTICIPATION

* WP4. EUROPEAN MONTH OF CREATIVITY
* WP5. CreArt ARTISTS IN THE PUBLIC SPACE
* WP6. CreArt CULTURAL EDUCATIONAL PROGRAM.

COOPERATION

* WP7. CreArt AiR PROGRAMS
* WP8. ANNUAL FESTIVAL
* WP9. MAPPING OF CREATIVE RESOURCES.

MENTORING

* WP10. CAPACITY BUILDING LOCAL SEMINARS.
* WP11. GRANTS FOR CULTURE-LED INITIATIVES

The co-organizers makes a commitment to implement the activities stipulated in the detailed description of the project between 2024-2026, fulfilling the deliverables and providing all data to coordinator by the due data established in the GA

|  |  |
| --- | --- |
| FMC | WP1, WP2, WP3, WP4, WP5, WP6, WP7, WP8, WP9, WP10, WP11 |
| VILLE DE ROUEN | WP1, WP2, WP3, WP4, WP5, WP6, WP7, WP10,  |
| CLERMONT | WP1, WP2, WP3, WP4, WP5, WP6, WP7, WP9, WP10,  |
| GMINA LUBLIN | WP1, WP2, WP4, WP6, WP7, WP8, WP10,  |
| VSL ARTKOMAS | WP1, WP2, WP4, WP5, WP6, WP7, WP10, |
| CITY OF SKOPJE | WP1, WP2, WP3, WP4, WP5, WP7, WP8, WP10, |
| HDLU | WP1, WP2, WP4, WP5, WP6, WP7, WP10, |
| VENEZIA | WP1, WP2, WP3, WP4, WP6, WP7, WP10,  |
| BUDWEIS 2028 | WP1, WP2, WP3, WP4, WP5, WP6, WP7, WP8, WP9, WP10, WP11 |
| AVEIRO | WP1, WP2, WP4, WP5, WP6, WP7, WP8, WP9, WP10, |
| REGENSBURG | WP1, WP2, WP4, WP6, WP7, WP10, |
| OULU KAUPUNKI | WP1, WP2, WP3, WP4, WP5, WP6, WP7, WP10, |
| LIEPAJA | WP1, WP2, WP3, WP4, WP6, WP7, WP8, WP10, WP11 |

**2. ROLE OF THE BENEFICIARIES**

**The coordinator shall:**

* + Have full responsibility for ensuring that the project is implemented in accordance with the agreement.
	+ Be the intermediary for all communication between the co-organizers and the Agency. Any claims that the Agency might have in respect of the agreement shall be addressed to, and answered by, the co-ordinator, except where specifically stated otherwise in the agreement.
	+ Be responsible for supplying all documents and information to the Agency 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 co-organizers or to any other party. Where information from the co-organizers is required, the co-ordinator shall be responsible for obtaining and verifying this information and for passing it on to the Agency.
	+ Inform the co-organizers and the Agency of any event of which the co-ordinator is aware of which is liable to substantially affect the implementation of the project.
	+ Make the appropriate arrangements to provide the financial guarantee when requested.
	+ Establish the payment requests on behalf of the beneficiaries, in accordance with the agreement. All payments by the Agency are made to the beneficiary’s bank account.
	+ Ensure, as sole recipient of payments on behalf of all of the beneficiaries, that all the appropriate payments are made to the co-organizers without unjustified delay and shall inform, with the reports submitted and at any time upon request of the Agency, the Agency of the distribution of the European Union financial contribution among the beneficiaries and of the date of transfer.
	+ Be responsible, in the event of checks or evaluations, for providing all the necessary documents, including the accounts of the co-organizers, the accounting documents and signed copies of sub-contracts, if any have been concluded by the beneficiaries.

**The co-organizers shall:**

* + Commit to fulfil the deadlines fixed by the coordinator and forward the data and supported documents needed to draw up the continuous report, interim and final report and other documents may be requested by the EACEA during the project lifetime (detailed info the the CreArt project protocol)
	+ Inform the coordinator immediately of any event, of which they are aware, liable to substantially affect or delay the implementation of the project.
	+ Inform the coordinator of any modification of their individual budget.
	+ Provide the coordinator with all the necessary documents in the event of, checks or evaluations, including signed copies of sub-contracts. All partners are obliged to keep original documents related to CreArt project for a period of 5 years.

 **The co-ordinator and the co-organizers shall:**

* + Agree upon appropriate arrangements among themselves in order to carry out the activity correctly, including the establishment and maintenance of an estimated budget of costs per beneficiary.

**3. FINANCING THE PROJECT**

The total cost of the project approved in the Grant Agreement Preparation is EUR **3.169.248**, for which the European Union grant awarded, is fixed at EUR **1.901.548 (**60% of the estimated costs), and a distribution as follows (detailed Lump sum breakdowm per WP in the GA)

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| --- | --- | --- | --- |
| FMC | 264.922 € | VENEZIA | 148.751 € |
| VILLE DE ROUEN | 99.922 € | BUDWEIS 2028 | 145.729 € |
| CLERMONT | 132.587 € | AVEIRO | 101.969 € |
| GMINA LUBLIN | 114.907 € | REGENSBURG | 118.406 € |
| VSL ARTKOMAS | 145.981 € | OULU KAUPUNKI | 194.440 € |
| CITY OF SKOPJE | 146.132 € | LIEPAJA | 149.838 € |
| HDLU | 137.964 € |

The total amount paid to the beneficiaries by the Agency may not in any circumstances exceed the maximum amount of the grant, even if the total actual eligible costs exceed the estimated total eligible costs.

The beneficiaries hereby agree that the grant shall be limited to the amount necessary to balance the project's receipts and expenditure and that it may not under any circumstances produce a profit for them. Any surplus determined in this way shall result in a corresponding reduction in the amount of the grant.

**4. PAYMENT ARRANGEMENTS**

FIRST PRE-FINANCING PAYMENT: Upon entry into force of the Cooperation Agreement, a pre-financing payment representing 40% of the maximum GA amount will be transferred to each co-organizer

SECOND PRE-FINANCING PAYMENT: A second pre-financing payment of 40% of the maximum amount will be transferred to each co-organizer once EACEA will approve the interim report (around May 2025) submitted by beneficiary with all the necessary data provided by co-organizers.

PAYMENT OF BALANCE: A final payment of the 20% remaining grant amount could be paid after the submission of the final report (January 2027) if the final balance is positive. In case the final expenditure is lower than declared in the estimated budget, or any of the WPS are not dully completed the final grant amount may be reduced and a recovery order will be established by the EACEA.

**5. BANK ACCOUNT**

All payments made by the beneficiary to the co-organizer's bank account or sub-account denominated in euros, as indicated below:

BANK NAME: Česká spořitelna, a.s.

ACCOUNT HOLDER: České Budějovice - Evropské hlavní město kultury 2028, z.ú.

IBAN ACCOUNT CODE: CZ31 0800 0000 0021 9721 9223

SWIFT CODE: GIBACZPXXXX

**6. EXCHANGE RATE APPLICABLE FOR THE CONVERSION OF CURRENCIES INTO EUROS.**

Any conversion into euro of costs incurred in other currencies shall be made by the beneficiaries at the monthly accounting rate established by the Commission and published on its website applicable on the first month of the eligibility period (therefore January 2024)

<http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/index_en.cfm>

**7. PUBLICITY OBLIGATIONS**

Unless otherwise agreed with the granting authority, communication activities of the beneficiaries related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge the EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate):

More info: <https://ec.europa.eu/regional_policy/information-sources/logo-download-center_en>

Visibility activities: “With the support of the Creative Europe Programme of the European Union” accompanied by the European flag

Publications: “Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them.”

The obligation to comply with the publicity provision constitutes a substantial obligation. Without prejudice to the right to terminate the grant, in case of failure to fulfil this obligation, the Agency may apply a reduction of the grant initially provided for.

**8. ANNEX TO THE GRANT AGREEMENT**

The beneficiary and the co-organizers commit to fulfil with all provisions detailed in the Grant Agreement and their Annexes

And for the record, this document is signed in the place and date indicated below.

Mrs. Irene Carvajal Crussat as President, on behalf of the entity Fundación Municipal de Cultura – Ayuntamiento de Valladolid.

**………………………………………………….**

Signature

30.1.2024

Mrs. Veronika Láchováas Director, on behalf of the entity České Budějovice - Evropské hlavní město kultury 2028, z.ú.

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Signature

Done in České Budějovice, 14 January 2024

Done at Valladolid