

CULTURE NEXT  
**PARTICIPATION AGREEMENT**

This participation agreement regulates the relations between the signatory parties in the framework of the Culture Next Cities Network.

**I. PARTIES**

- a) Cluj Cultural Centre Association, located in Cluj-Napoca, Fluieraşului Street 3, 400073, Romania, fiscal number 27626490, VAT no.RO 31451515, where represented by: Ştefan Teişanu - Executive Director, Project Leader of the Culture Next and acting as Network Executive Team, hereinafter will be referred to as the **PROMOTER**;
- b) České Budějovice – Evropské hlavní město kultury 2028, z.ú., located in České Budějovice, nám. Přemysla Otakara II. 1/1, 37001, Czech Republic, fiscal number CZ19311052, where represented by Eva Fichtnerová, as director of České Budějovice – Evropské hlavní mesto kultury 2028, z.ú., hereinafter will be referred to as the **PARTICIPANT**;

**II. WHEREAS:**

- **CULTURE NEXT**, is a multiannual project co-financed by the European Education and Culture Executive Agency (EACEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'), (project reference 101054222 – CN – CREA-CULT-2021-NET), as referred in the grant agreement signed on the December 12th, 2021 by Cluj Cultural Centre Association. **CULTURE NEXT** started on the 1st of January 2022 and has a duration of 36 months. **CULTURE NEXT** Network is currently operating as an informal network supporting current and former European Capital of Culture candidate cities to implement culture-led urban development programs and policies. **The CULTURE NEXT** project is coordinated by Cluj Cultural Centre, co-founder of Culture Next, serving as Secretariat of the network, in cooperation with six appointed CN Board members within the network.
- **CULTURE NEXT** project presents a three-year activity plan aimed at strengthening its core activities and initiatives and enhancing its capacity to influence and shape European cultural and creative sector policy decisions. By implementing the activities grouped in the 6 work package we create a context for more European-level partnerships and collaborations, as well as generate relevant and long-term commitment from a significant number of cities to develop cultural programs for local development, social change and civic engagement. Culture Next creates and facilitates experience exchange for cultural operators and artists within its extended network through networking events, 6 international conferences in 6 different European cities, Advocacy

Roundtables, a Culture Next Mobility Programme Framework, comprising of short mobilities, a trans-european Cities Fund for Culture Programme, different topic-focused online capacity-building modules (Thematic Working Group sessions, Workshops, Masterclasses) and a series of local Workshops, based on a Culture for SDGs Guide and Toolkit for cities. We also aim to increase the visibility and notoriety of the network activities and the ECoC programs by developing an accessible Culture Next Digital Platform and Resource Centre.

### **III. OBJECT**

1. The object of the contract is the participation of the Participant in the Culture Next Cities Network for the 2023-2024 term.
2. This partnership agreement sets out the roles and responsibilities of Cluj Cultural Centre Association respectively of the Participants in the framework of the CULTURE NEXT project financed by EACEA, project reference 101054222 — CN — CREA-CULT-2021-NET part of Culture Nest Program.

### **IV. DURATION**

The contract is valid from the date of signing until December 31, 2024.

### **V. RESPONSIBILITIES OF THE PARTICIPANT**

1. To confirm that it represents an European city that is or was a candidate city for the European Capital of Culture title;
2. To present legal documents proving that that it is an ECoC bidding organisation, an ECoC legacy body, a Municipality or another type of legal entity with a written representation mandate signed by the local public authority;
3. To approve the Culture Next Manifesto as described in Annex 1;
4. To keep their City Information (website profile and internal contact data) up-to-date annually or any time it is necessary;
5. To be actively involved in at least one other Culture Next activity every year;
6. To offer at least 5 accommodation nights in their city for a visiting cultural worker, in the framework of the Culture Next mobility programme, at least once in a term;
7. To submit a feedback form for their Culture Next participation during the term of this agreement;
8. To pay the [annual] participation fee corresponding to the PARTICIPANT's chosen participation: ATTENDANT, GROUP HOST or CONFERENCE HOST.
9. FOR GROUP HOSTS AND CONFERENCE HOSTS: To host one of the Network Conferences planned throughout the project and/ or one of the Working Groups. The main host of the event will be responsible for program development, organisation of events and participants' involvement. More details will be established in individual grants/ production agreements for each event.

## **VI. BENEFITS OF THE PARTICIPANT**

1. Financial benefits
  - a. For ATTENDANTS:
    - i. Possibility of free access to five Network Conferences (up to 5200 euro);
    - ii. Possibility of one paid away mobility per term (up to 1500 euro);
    - iii. Communication budget of 2000 euro per term;
  - b. For GROUP HOSTS:
    - i. All Attendants' benefits;
    - ii. Budget to host a Culture Next Thematic Working Group (6.000 euro);
  - c. For CONFERENCE HOSTS:
    - i. All Attendants' benefits;
    - ii. Budget to host a Culture Next Conference (18.000 euro);
  - d. Detailed information on reimbursement for conference travels, grants and production agreements will be set out individually with each host organisation/beneficiary.
2. Non-financial benefits:
  - a. Free access to the Network's capacity building programme for cultural cities: an annual training programme built on the needs of the members and funded through suitable European grants;
  - b. Free access to the Network's digital information channels: a database with projects in ECoC programmes, with contacts for partnerships and communication tools for the members of the Network;
  - c. Technical and moral support to face the challenges specific to different phases of ECoC candidacy;
  - d. Participation in specific programmes (residencies, artistic programmes a.o.) and grant application consortia;
  - e. Participation and support in advocacy campaigns related to culture, urban development and Europe. The opportunity to contribute to local and European policies and establish best practices in these fields;
  - f. Possibility to increase the European relevance and visibility of their work and their cities. The network facilitates European partnerships, mobility of creators and artworks, engagement of cities and citizens with European issues.

## **VII. ROLE AND RESPONSIBILITIES OF THE PROMOTER**

1. To ensure full and equitable access to all participation benefits;
2. Cluj Cultural Centre is the Network Secretariat and it is responsible for the project's general management and administration, acting as the executive coordinator.

3. The role of the organisation is to provide information, coordinate the implementation of activities and attend to the day-to-day management and communications of Culture Next.
4. Cluj Cultural Centre manages member relations, network development, marketing and outreach, and coordinates the strategic program management activities.
5. As the network's Secretariat, the organisation will be in charge of the administration of the project, plans and reporting, directing and coordinating project work, and organising activities and events in collaboration with network members.

## **VIII. FINANCIAL TERMS**

1. The value of the contract depends on the participation type selected by the PARTICIPANT:
  - A. 2.500 euro per year or 5.000 euro in total for ATTENDANTS;
  - B. 3.500 euro per year or 7.000 euro in total for GROUP HOSTS;
  - C. 4.500 euro per year or 9.000 euro in total for CONFERENCE HOSTS.
2. If this contract is being carried out with an entity that has previously signed an "Observing Member" contract, the value will be as follows:
  - a. 2.000 euro in 2023 and 2.500 euro in 2024 for ATTENDANTS;
  - b. 3.000 euro in 2023 and 3.500 euro in 2024 for GROUP HOSTS.
3. The annual value of the contribution (participation fee) will be paid by the 31st of March every year.
4. If necessary, in accordance with national laws, participants may request an invoice from the promoter for the annual contribution. Such requests will be submitted to the Promoter no later than 1st of March every year.
5. Participants who do not pay the annual contribution by the 31st of March of every year will be cancelled from the official participants list.

## **IX. JOINT COMMITMENTS OF THE PARTIES**

- (1) The Parties commit to carry out their tasks and responsibilities related to the implementation of this agreement and the organising of CULTURE NEXT network activities, based on appropriate management, the principles of transparency and partnership, according to the national legislation in force and the legal framework of the European Education and Culture Executive Agency (EACEA) in the framework of "Creative Europe 2014-2020".
- (2) The Parties undertake to use the information and documents obtained or to which they have access during the implementation of the CULTURE NEXT network activities according to this Agreement and in line with the national legislation in force and legal framework of the European Education and Culture Executive Agency (EACEA) in the framework of "Creative Europe 2014-2020", with respect to the legal provisions on transparency, access to information and personal data protection.

(3) In order to participate in the CULTURE NEXT network activities the Parties must ensure that they carry out their agreement in accordance with the following principles and obligations related to:

- (a) Conflict of interests. All Parties involved must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests'). They must formally notify the Promoter without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation. The Promoter may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.
- (b) Ethics. All network activities must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.
- (c) EU Values. All Parties involved must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities)
- (d) Data processing. All Parties involved must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/67914). They must ensure that personal data is:
  - processed lawfully, fairly and in a transparent manner in relation to the data subjects
  - collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
  - adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
  - accurate and, where necessary, kept up to date
  - kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
  - processed in a manner that ensures appropriate security of the data..
- (e) Sensitive information. The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') — during the implementation of the agreement. The Promoter may disclose sensitive information to its staff and to other EU institutions and bodies.
  - (i) It may moreover disclose sensitive information to third parties, if:
    - this is necessary to implement the Agreement or safeguard the EU financial interests and
    - the recipients of the information are bound by an obligation of confidentiality.
  - (ii) The confidentiality obligations no longer apply if:
    - the disclosing party agrees to release the other party
    - the information becomes publicly available, without breaching any confidentiality obligation

- the disclosure of the sensitive information is required by EU, international or national law.

## **X. VISIBILITY**

- (1) Communication activities related to this agreement and Culture Next Cities Network (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. Where appropriate, they should also use the Culture Next visuals.
- (2) The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.
- (3) Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.
- (4) When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.
- (5) Any communication or dissemination activity related to the action must use factually accurate information. Moreover, it must indicate the following disclaimer (translated into local languages where appropriate): “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 European Education and Culture Executive Agency (EACEA). Neither the European Union nor the granting authority can be held responsible for them.

## **XI. AMENDMENT OF THE AGREEMENT**

- (1) Any amendment to this Agreement or its annexes shall be made in writing, by an addendum.

## **XII. TERMINATION OF THE AGREEMENT**

- (1) The agreement terminates by right, without the need for delay or other formality, in case of non-compliance by the Participant with the obligations provided in this agreement, including late on no payment of the annual value of the agreement (participation fee).
- (2) This Agreement may be terminated in case of force majeure. Force majeure means an unforeseeable, insurmountable and unavoidable event, irrespective of the will of the parties, occurred after the date of signature of the Agreement, which impedes the fully or partially execution of the Agreement and which exonerates from liability the party claiming it. Events such as: natural calamities (earthquakes, floods, landslides), war, revolution, embargo, etc. may be causes of force majeure.
- (3) The party invoking force majeure has the obligation to notify the other party of the force majeure case, within 5 calendar days from the date of its appearance and to prove it, within a

maximum of 10 calendar days. The party invoking force majeure must communicate the date of cessation of force majeure within 3 calendar days.

- (4) The Parties are obliged to take all measures at their disposal to limit the consequences of force majeure. If the Party invoking force majeure fails to notify the commencement and cessation of force majeure under the prescribed conditions and time limits, it shall bear all damages to the other party for failure to notify.

### **XIII. GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement is governed by the terms of the Agreement as expressly set out herein and the European Union rules applicable to this Agreement. In case of any disputes, which may arise for the alleged breach of any or all parts of this Agreement, each Party agrees to apply Alternative Means of Dispute Resolution (ADR). If these means have not received a solution, the parties shall accept the jurisdiction of Romanian law and the exclusive jurisdiction of the Court of Cluj Napoca, Romania.

### **XIV. FINAL PROVISION**

- (1) This agreement, together with its amendments and appendices, is the will of the parties and supersedes any understanding prior or subsequent to the conclusion hereof.
- (2) The legal relations between the parties shall be governed by the Romanian laws in force in the field.
- (3) This contract shall be amended only with the written consent of both parties, by an addendum hereto.
- (4) The rights and obligations of the parties under this agreement shall be duly supplemented by the legal provisions in force on the date of its signing.

This Participation Agreement will be signed in 2 copies, by the legal representatives of both institutions, one for each partner entity.

In Cluj-Napoca, Romania  
Date:

Ștefan Teișanu, Executive Director  
Cluj Cultural Centre

In České Budějovice, Czech Republic  
Date:

Eva Fichtnerová, Director  
České Budějovice – Evropské hlavní město kultury  
2028, z.ú.

## ANNEX 1

### CULTURE NEXT CITIES NETWORK

# MANIFESTO

Considering that:

Bidding for the European Capital of Culture title requires commitment, investment and cooperation among various local actors, and the candidature is an important unique development opportunity for all participating cities;

More than 80% of the bidding cities are not awarded the title and then all their efforts and emotional and financial investments are lost. All these cities develop strong cultural strategies, establish mechanisms for cultural planning and citizen participation and they manage to raise significant budgets and energy for the implementation of their programme;

There is a need to gather and offer possible answers to this delicate question: How can candidate cities – be they candidates, title holders or former candidates that did not make it through the selection – make the most of this exceptional mobilising of talents, ideas, resources and energy?;

Cities are where democracy, inclusiveness and innovation are produced, with culture being a facilitator of this entire ecosystem. More cities with cultural programmes for sustainability mean more power to address European challenges and opportunities;

There is a need to support cities to implement culture-led urban development programmes and policies, building on the experiences, participatory processes and collaborations established during the preparation for the ECoC bid and therefore contribution to the legacy of the ECoC project.

**US, THE SIGNATORIES OF THIS MANIFESTO AGREE TO COLLABORATE IN THE FRAMEWORK OF THE CULTURE NEXT CITIES NETWORK IN 2023 AND 2024.**

By doing this we express our commitment to make culture work as a catalyst for sustainable development in our communities and to engage in a European ecosystem of collaboration.



We commit to make the most out of, and to respect the guiding principles of Culture Next, as stipulated in the Network's documents.