**COLLABORATION GRANT CONTRACT CHCG\_02\_04**

“Culture Helps / Культура допомагає”

The Collaboration Grant is part of the programme “Culture Helps / Культура допомагає” implemented by zusa - eine MitOst Gesellschaft für interkulturelle Begegnungen, Austausch und Kollaborationen gGmbH (formerly Tandem gGmbH) together with the public organisation Insha Osvita, co-funded by the EU Creative Europe Programme under a dedicated call for proposals to support Ukrainian displaced people and the Ukrainian Cultural and Creative Sectors. The “Culture Helps / Культура допомагає” Collaboration Grant contract sets out the financial agreement between zusa - eine MitOst Gesellschaft für interkulturelle Begegnungen, c/o MitOst e.V., Herzbergstr. 82-84, 10365

Berlin (Germany) – implementing body of the Culture Helps programme, hereinafter referred to as “zusa” – and the Culture Helps’ Collaboration Grant holders indicated below. All activities implemented in the framework of the Culture Helps’ Collaboration Grant are non-profit. All related communications are to take place in English, with Euro as currency. The agreement and all provisions below shall enter into force upon signature by all parties.

**Annexes:**

1. Culture Helps Application, incl. project description and possible adjustments

2. Payment request template

3. GDPR document

4. Narrative and financial report guidelines and templates

5. Culture Helps Style Guide

6. Charitable Status Checklist

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| **Grant Holder 1** | |
| **Name of the organisation** | Collaboration: interdisziplinäre Zusammenarbeit in Performance und  Kunstprojekten |
| **Address** | Telefonweg 213 |
| **PC/City/Country** | 1220, Vienna, Austria |
| **Telephone (organisation)** | xxx |
| **Website** | https://collaborativepresences.wordpress.com |
| **Legal representative** | Vereinsobfrau Jasmin Schaitl, Vereinsobfrau Stvtr Matej Frank |
| **Email legal representative** | Vereinsobfrau Jasmin Schaitl, Vereinsobfrau Stvtr Matej Frank |
| **Function within organisation** | xxx |
| **Responsible project manager** | Jasmin Schaitl |
| **Email of project manager** | [xxx](mailto:jasmin.schaitl@gmail.com) |



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| **Grant Holder 2** | |
| **Name of the organisation** | MetaLab Co-HATY |
| **Address** | Ukrainskoi Peremohy St, 23Zh, building 5 |
| **PC/City/Country** | 76014, Ivano Frankivsk, Ukraine |
| **Telephone (organisation)** | xxx |
| **Website** | https://[www.metalab.space/metalab-en](http://www.metalab.space/metalab-en)  (https://[www.metalab.space/co-haty-eng)](http://www.metalab.space/co-haty-eng)) |
| **Legal representative** | Anna Pashynska |
| **Email legal representative** | co-founder, and curator of the Urban Laboratory "MetaLab" |
| **Function within organisation** | [xxx](mailto:annapashynska@gmail.com) |
| **Responsible project manager** | Anna Pashynska |
| **Email of project manager** | [xxx](mailto:annapashynska@gmail.com) |

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| **Grant Holder 3** | | | |
| **Name of the organisation** | Olomouc Museum of Art (Muzeum umění Olomouc státní příspěvková organizace) | | |
| **Address** | Denisova 47 | | |
| **PC/City/Country** | 779 00, Olomouc, Czechia | | |
| **Telephone (organisation)** | xxx | | |
| **Website** | https://muo.cz/ | | |
| **Legal representative** | Mgr. Ondřej Zatloukal | | |
| **Email legal representative** | director | | |
| **Function within organisation** |  | [xxx](mailto:zatloukal@muo.cz) |  |
|  | | |
| **Responsible project manager** | Eva Jurečková | | |
| **Email of project manager** | [xxx](mailto:jureckova@muo.cz) | | |



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| **1. Culture Helps Collaboration Grant** | |
| **Grant amount** | **30,000.00 EUR** |
| **Grant Conditions** | A maximum of 30,000.00 € grant is provided for the collaboration of the grant holders as budgeted, and its aims as described in the application form (Annex 1) or any addendum thereof after approval of the programme coordination.  The grant holders are responsible for the implementation of the project. zusa shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential, or other) which may arise from the project.  Please note that major changes made to the project plan as stated in the grant contract’s annexes should be promptly reported to the programme coordination. This includes: Changing the project activities, project outcomes, time planning and changes within the budget’s main heading of more than 20%. This communication must take place before the actual expenditure occurs and be approved by the programme coordination.  The Culture Helps Collaboration Grant only covers actual expenditures incurred in the contract period, i.e. between December 15, 2023 and July 31,  2024. Unpaid balances, in case the grant has not been entirely used, cannot be claimed after the end date of the project and non-utilized funds will be reclaimed by zusa. zusa is entitled to require reimbursement of any ineligible payments made. Costs covered by the Culture Helps Collaboration Grant cannot be used for any other reporting to other funders. |
| **Payment** | Payment of the Culture Helps Collaboration Grant will take place no fewer  than two weeks after signed copies of this contract and a first payment request (Annex 2) has been received by zusa.  The grant will be transferred to the leading organisation’s (i.e. grant holder 1)  bank account.  The grant holders can ask as a first instalment of up to 90% of the total grant. The remaining amount will be transferred after the final financial and narrative report and proof of evidence have been approved, a final payment request has been submitted and all other grants within the programme have been accounted for. |
| **Financial and Narrative**  **Report** | The final report includes **a financial** and **narrative report** (see annex 4) that  the grant holders have to complete by the end of the programme, i.e. max. 4 weeks after the last activities took place and no later than August 31, 2024.  Independent of the location and responsible partner organisation of the expenditures, one joint financial and narrative report has to be submitted by all grant holders. While the grant is paid to the leading organisation’s bank account, the division of the budget is an internal decision and was approved by the submitted project budget (in case of changes, the programme |



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|  | coordination needs to be informed prior to the changes occurring), the  responsibility to report properly on the expenditures lays will all grant holders.  The templates for the financial and narrative reporting will be provided to the grant holders electronically.  The final report should be submitted with the final payment request (Annex  2). Expenses incurred in local currency through the grant shall be translated into Euro for reporting purposes, using the exchange rate as published on the EC website (<http://ec.europa.eu/budget/inforeuro/)>of the respective month of expenditure.  To finalise the final report, **the financial report** has to be sent to zusa with original signatures. |
| **Audit** | Please note that the funding organisations supporting Culture Helps  randomly select projects for an on-site audit. This audit will not only pertain to the funds awarded by the Culture Helps grant but to all income and expenditure related to the projects under review. By accepting a Culture Helps grant, you agree to accept a visit from an auditor appointed by zusa or Insha Osvita, or any of the funding organisations and to assist them in auditing your bookkeeping with regard to the project, for which the grants described above have been received. **All expenditures incurred for the collaboration project should be clearly identifiable in your bookkeeping and available for ten years after the end of the project**. As a result of the audit, zusa and the funding organisations are entitled to require reimbursement of any ineligible payments made. |

**2. Acknowledging Support and Visibility**

Grants are awarded on the condition that the grant holder agree to acknowledge explicitly support from Culture Helps and Creative Europe in any publication, publicity materials, communications, or events relating to the grant scheme and to include the logos of the partners along with the sentence:

*“Culture Helps / Культура допомагає” is a project co-funded by the European Union under a dedicated call for proposals to support Ukrainian displaced people and the Ukrainian Cultural and Creative Sectors. The project is a cooperation between Insha Osvita (UA) and zusa (DE).*

For social media usage the #culturehelps shall be added to the above sentence. The folder with logos and further instructions on the usage will be shared with the grant holders within

2 weeks after signing the contract. Details are also to be found in the Style Guide (annex 5).

The grant holders have the obligation to provide the programme coordination with (digital) copies of any publication, audio-visual materials, or other documentation that resulted from their project (e.g. proceedings of the events, programme booklets, posters, photographs, leaflets, website up-dates, and related statistics) and to provide materials for stories about granted project(s) prepared by zusa or any other funding partner. When possible and in order to facilitate sharing of the collaboration project’s results through the Culture Helps partners’ websites, the grant holders will be asked to provide photos, a digital version of the publication and/or a digital file of any video or film that documents the work. It



is strongly recommended to clearly state the name of the photographer, the event and date of any visual material so that they can be credited accordingly. The grant holders have the obligation to participate in evaluation activities and data collection prepared by Culture Helps implementation partners.

**Publication and database rights** for the material published on the Culture Helps website remain with zusa and the co-funders. All usage of media footage will be done according to a Creative Common license agreement or any other agreement the grant holder, zusa, Insha Osvita and Creative Europe

find appropriate. See further <http://creativecommons.org/>as well as the GDPR documents (Annex 3).

Grant holders should include the Culture Helps logo and logo line of the Consortium and Creative Europe programme and a clear, accessible **link on their organisations’ websites** to https://zusaculture.org and https://insha-osvita.org.

Grant holders should inform the programme coordinator about all dates of all events/activities financed by the Culture Helps grant no later than **one month before** the event takes place.

**3. Declaration of Honour**

With its signature, that grant holders declare that they have read the Culture Helps Call for Applications and agree with all the terms, conditions and requirements contained in it.

They confirm that they meet the following eligibility requirements:

- At least the leading partner (grant holder 1) represents a non-profit or social organisation.

- They legally reside and are legally registered in one of the following countries: Albania, Armenia, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Kosovo\*, Latvia, Lithuania, Luxembourg, Malta, Montenegro, The Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Tunisia, Ukraine or in one of their overseas countries and territories.

\*This designation is without prejudice to positions on status, and is in line with UNSCR 1244/1999 and the ICJ Opinion on the Kosovo declaration of independence

They further confirm that:

- They are not a staff member of any of these organisations: Creative Europe Programme, zusa/Tandem gGmbH, Insha Osvita, MitOst or any of their sister organisations, e.g. LLC proto produkciia, NGO Asortymentna kimnata, NGO post impreza, CF Proto Produkciia, Space Khata Maisternya, commit gGmbH.

- The project is not organised in conjunction with Creative Europe Programme, zusa/Tandem gGmbH, Insha Osvita, MitOst or any of their sister organisations, e.g. LLC proto produkciia, NGO Asortymentna kimnata, NGO post impreza, CF Proto Produkciia, Space Khata Maisternya, commit gGmbH.

The grant holders also confirm that they will pay all required taxes due on the collaboration project grant they receive and that they understand that this may include double taxation, as explained on the following web page: https://europa.eu/youreurope/citizens/work/taxes/double- taxation/index\_en.htm.

**4. Violation of Agreement, Applicable Law and Competent Court**

In the case that the grant holders are in violation of any of the provisions of this agreement, zusa has the right, at its sole discretion, to terminate this agreement and is entitled to a reimbursement of some or all funds paid to the grant holders under this agreement.

This contract is subject to German law. The parties hereby undertake to execute their agreement in good faith and, in the event of any dispute arising herewith, to make every effort at arriving at a conciliatory solution. Should litigation occur and legal action be proven necessary, the sole jurisdiction

shall lie with the District Court of Berlin.

**5. Final Provisions**

Severability: If a provision of this agreement is or becomes legally invalid or if there is any gap that needs to be filled, the validity of the remainder of the agreement shall not be affected thereby. Invalid provisions shall be replaced by common consent with such provisions which come as close as possible to the intended result of the invalid provision. In the event of gaps such provision shall come into force by common consent which comes as close as possible to the intended result of the agreement, should the matter have been considered in advance. Any changes of or amendments to this agreement must be in writing to become effective.

Force Majeure: If performance by either party is prevented, restricted or delayed due to any cause arising from or attributable to acts, events, non-happenings, omissions or accidents beyond the reasonable control of the party due to perform, the party so affected shall be excused from performance to the extent of such prevention, restriction or delay. No party shall have any liability to any other party for delay or non-delivery in the performance of its obligations under this agreement, when attributable to compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves to be invalid, fires, war, riots, labour disputes such as strikes or lockouts, sabotage, unusually severe weather, earthquakes, floods, epidemics, pandemics, declaration of military and extraordinary situations, political unrest, strikes, stops in telecommunications, state bodies' statements and so on or any other cause beyond the reasonable control of such party. However, in such a case, the parties shall consider execution of the contract under new terms and conditions or a new date.

**We agree and confirm:**

o to implement only non-profit activities within the collaboration project funded through Culture

Helps. All events and outputs will be of charitable character.

o that our organisations as well as the concerned cultural professionals are informed as to the content and goals of Culture Helps programme and support our participation.

o to participate in webinars and network meeting organised within Culture Helps project.

**Grant Holder 1: Grant Holder 2:**

Project Manager: Project Manager:

Date, City:

20/02/2024

Date, City:

21/02/2024 Ivano-Frankivsk

Signature: Signature:

First and Family name: Jasmin Schaitl First and Family name: Anna Pashynska

Vereinsobfrau: Co-founder:

Date, City:

20/02/2024

Date, City:

21/02/2024 Ivano-Frankivsk

Signature: Signature:

First and Family name: Jasmin Schaitl First and Family name: Anna Pashynska

Vereinsobfrau Stvtr:

Date, City:

Signature:

20/02/2024 Chudobin

First and Family name: Matej Frank

**Grant Holder 3:**

Project Manager: Managing Director:

Date, City:

26/02/2024

Date, City: 26/02/2024

Signature:

Signature: xxx

Eva Jurečková (Feb 26, 2024 12:37 GMT+1)

Mgr. Ondřej Zatloukal (Feb 26, 2024 12:36 GMT+1)

First and Family name: Eva Jurečková First and Family name: Mgr. Ondřej Zatloukal

**On behalf of zusa gGmbH**

Date

27/02/2024

Date

27/02/2024

Signature xxx

Katarzyna Zielińska (Feb 27, 2024 11:00 GMT+1)

Signature

xxx

Sarah Herke (Feb 27, 2024 11:01 GMT+1)

Katarzyna Zielińska Sarah Herke

Programme Supervisor Culture Helps CEO of zusa gGmbH

CHCG\_02\_04\_Contract

Final Audit Report 2024-02-27

Created: 2024-02-19

By: Mit Ost (xxx) Status: Signed

Transaction ID: CBJCHBCAABAABIJRgaj28ZSthKKxHwM3lsPV5j5nlTtx

"CHCG\_02\_04\_Contract" History

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