###### Written agreement between applicant organisation and platform members

**BETWEEN THE UNDERSIGNED**

**Agreement number 2017 – 3116 / 001 - 001**

European Concert Hall Organisation asbl

Rue Ravenstein 23

1000 Bruxelles

Belgium

Represented here by:

xxxxxxxxxxx

Hereinafter referred to as “Applicant organisation”

##### AND

Czech Philharmonic
Alšovo nábřeží 12
110 00 Prague
Czech Republic

Represented here by:

xxxxxxxxxxxxxxxx

Hereinafter referred to as “member”,

**PREAMBLE**

The applicant organisation prepared and introduced a successful application for a European platform called “*Classical Futures Europe*” in the frame of the European Union program Creative Europe (Call for proposals 06/2017). The platform will start its working in December 2017.

The present agreement defines the rules of the membership to the platform. It fixes the objectives of the platform and its working, the different types of financial support that the application organisation can pay to the members and the conditions that are linked to these different types of financial supports as well as the agreements regarding the communication about and the reporting of the support of the European Union.

**THE PARTIES AGREE TO THE FOLLOWING:**

Article 1 – Strategy of the platform

Classical Futures Europe is the European platform supporting the careers and professional development of exceptional emerging international artists in classical music. The platform supports an influential consortium of Europe’s leading venues in presenting more such artists to their local audiences.

The new quality label of the Classical Futures Europe platform will advance a forward-facing vision of classical music through a focus on emerging artists; combining artistic excellence (for which our partners are world renowned) with social contribution and organisational capacity building. These three lines of action are integrated in the shared vision: to release the full power and potential of the classical music art form in a contemporary European societal context.

The Classical Futures Europe platform will catalyse and support dialogue between artists, leading presenters and local audiences /communities across Europe exploring the current reality and future of this European art form. Supported through a rigorous shared vision and definition of eligible activities focused on bringing audiences to new markets; crucially also having measurable impact well beyond performance, working with these young artists to co-create and to deliver learning and engagement opportunities for audiences and local communities across Europe.

The platform is led by an experienced group of leading entities in the classical music sector with a proven ability to share, grow and sustain the platform to significant audiences in Europe as well as to use the collective weight of the platform to spread the vision of the platform widely.

Article 2 – Objectives of the platform

**Short term**

Provide emerging artists with high profile international professional engagements in leading venues in other European countries.

Bring together a consortium of leading venues to working more closely together on re-defining and spreading best practice conditions in the presentation of emerging talent. Distilling this in a new quality label widely launched and communicated to the sector and to audiences.

Development and increase of Education, Learning and Participation (ELP) activities with emerging international talent in each platform member organisation.

**Long term**

Reinvigorate Europe’s classical music scene by supporting the holistic development of the careers of a new generation of European Artists.

Maintain an alumni offer to track and support the continued development of the artists’ careers.

Having an impact in the diversification of formats of presentation for classical music and a deepening of audience experience through the development and spread of Education, Learning and Participation work.

Helping the vision and insight of a younger generation of leading European artists to have a direct impact on the future direction of travel of many of Europe’s leading music venues.

Contributing to the renewal of the audience in the European field of classical music by proposing a younger generation of artists and tailor made ELP activities for audiences that are not yet familiar with this music, regardless of socio-economic background or length of time in a city or region.

Helping the most promising emerging artists to become a European leadership peer group of the next generation of influential artists on the global classical music stage.

Article 3 – Membership criteria

All platform members have been and will be selected on the following criteria:

* A shared commitment to developing and investing in young classical artists, evidenced in the platform by offering them the best possible conditions.
* A shared ambition to proactively shape a high quality future for European classical music life through building dialogue between artists, presenting organisations and audiences.
* A shared commitment to presenting emerging artists as part of each venue’s own curated programming, deeply focused on long-term audience engagement.
* A united ambition to offer more opportunities for citizen engagement, creating opportunities for people through music working with emerging international artists on education, learning and participation projects.
* Building the audience for the classical music art form on the basis of a high quality, evolving and engaging programming offer – galvanized and informed by European level reflection and programming.
* Venues with a proven and reliable track record in collaboration at European level, prioritizing collaboration in order to advance collectively the future of classical music in Europe.
* A financial contribution to the platform of an annual fee of 4.000 €

Article 4 – Definition of emerging artists

The definition of an emerging artist for the sake of the present platform is as follows:

* Up to 35 years old
* Conservatoire graduate or current student of musical higher education and based in Europe
* Proven solid career start at national level
* Peer reviewed by the artistic programmers of the platform and its members to ensure artistic excellence and quality

Article 5 – Financial support for members

Financial support awarded to the platform members ensures a significant critical mass of high level activity across Europe linked to the platform in the following areas:

* Presentation of emerging artists
* Audience development
* Communication, branding and marketing
* Platform networking activities

All the above will complement the centralized platform level activity through the Project Leader:

* Management of the platform
* Central communication strategy (to include the recruitment and management of a Communications Officer and Creative Agency to produce high quality branding and communications materials for the platform
* Capacity building (for platform supported artists and platform member organisations)

**Types of activities for which a third party may receive a financial support**

The members may receive a financial support for two types of activities:

1. Presentation of emerging artists, including performance activities, education, learning and participation activities, audience development initiatives and communication & marketing.
2. Participation in the platform’s networking and coordinating activities, including travel and subsistence as well as a contribution towards staff costs.

**Definitions of persons/ organisations that can receive financial support**

Financial support will only be allocated to organisations (never individuals) who are official platform members.

**Award Criteria for granting financial support to a third party (may not exceed 60.000,00 €)**

*Criteria for contribution for presentation of emerging artists:*

The contribution will be a **flat rate** **of 5.000 € per activity** that has been fully documented (in official templates which the Project Leader will provide which confirm that the activities meet the following criteria:

* Involve an emerging artist as defined by Article 4 of this Agreement
* And include an element open to audiences / participants
* And include a specific ELP action and/or an agreed audience development initiative and/or a professional development activity for the artist.

The contribution per member per year will be calculated as follows: Number of documented activities that meet the above criteria x 5.000 €.

The expected number of activities per partner per year is 7 (or 35.000 €), in case of underspend of certain members then this number of project can be increased by the platform coordinator up to a maximum of 10 activities per partner (or 50.000 €).

The flat rate calculation of 5.000 € per activity is calculated on the basis of forming a financial contribution to the following areas of each funded activity in the platform member organisation: artist fees, artist international travel and local transfers, artist accommodation, artist subsistence costs, production costs (to include hall rental, technical costs and copyright fees), staffing costs associated to the delivery and production of the activity, educational activities, audience development costs, artist training elements and local communication costs of the activity.

The breakdown of how the flat rate is deployed is at the discretion of the platform member in light of the nature of each specific activity and no individual invoices or proof of payment for each expense will be required.

*Criteria for contribution for participation in networking and coordination activities:*

The contribution will be a **flat rate amount of 3.000 € per partner per year**. In order to receive this contribution, the member must participate in at least 80% of meetings organized by the platform during the year. If the member fails to participate in at least 80% of the meeting of one year, they will not be entitled to reclaim any contribution whatsoever.

The flat rate calculation of 3.000 € in total per year is calculated on the basis of forming a contribution to the international travel, local transfers, hotel and subsistence costs, and staff time of attending official platform meetings (on average 3 meetings a year, each two days in different platform member cities).

**Payment criteria of the financial support**

Before the end of each year, the member will be invited to present to the platform coordinator a single global invoice including the following elements:

* A calculation of the contribution for the presentation of emerging artists
* A calculation of the contribution for participation in networking and coordination activities.
* The annual membership fee.

Attached to the invoice must be a reporting of all activities confirming the respect of the award criteria for both contributions. The coordinator will prepare a reporting form that the member must use for this.

The payment of the contributions will be paid after deduction of the membership fee.

Article 6 - The Parties’ obligations

*The Parties’ obligations*

The Parties agree to make every effort to carry out, quickly and within the specified deadlines, all the obligations deriving from the present agreement.

*The Applicant’s obligations*

In addition to the functions established by the agreement, the Applicant organisation’s tasks will include:

 a) performing administrative functions;

b) transmitting all documents and information related to the Project to the members;

c) without prejudice to its power of representation, the Applicant organisation does not have the power to act or make declarations in the name of and on the behalf of the members without that member’s agreement.

*The members’ obligations*

The members agree to respect the terms of the agreement with the European Commission, and to make every effort to bring the project to fulfilment. The members agree to respect the norms provided for in the regulations.

The members agree to carry out all the actions agreed with the applicant organisation. The members agree to communicate as quickly as possible to the applicant organisation any significant delay in the execution of the actions for which it is responsible.

The members agree to adopt all the necessary measures to avoid conflicts of interests and, without delay, to notify the Applicant organisation of any situation constituting a conflict of interests or capable of giving rise to one.

The members agree to participate in all meetings and seminars organised for the platform members.

The members must clearly acknowledge the European Union’s contribution in all publications or in conjunction with activities of the platform. In this respect, they are required to give prominence to the name and logo of the European Union on all their publications, posters, programmes and other products realised under the co-financed project. To do this they must use the text, the emblem and the disclaimer available at

https://eacea.ec.europa.eu/about-eacea/visual-identity\_en

If this requirement is not fully complied with, the financial support for the member may be reduced in accordance with the provisions of the specific grant agreement.

Article 7 - Responsibility

*Each Party’s responsibility with regard to the other parties*

The Parties assume the entire responsibility for the damages caused should the European Commission not confirm the maximum amount of the grant attributed to the Project, that is to say, if, when making its final evaluation, the latter applies reductions or requires reimbursement when commitments of funds have already been made.

The Applicant organisation will be held to:

- verify the basis of the position taken by the Commission;

- provide explanations and/or documents if requested;

- identify the member to whom this responsibility is to be attributed;

- communicate this information to all the members.

The Party whose actions caused or contributed to the Commission’s claim, will have to compensate the other party, within the limits of the requested sum. Each Party is responsible up to a value equal to the deduction which is attributable to it.

In circumstances where the fault cannot be ascribed to one of the Parties, the sum claimed by the Commission will have to be paid by the Parties collectively, proportional to their financial participation in the Project.

*Responsibility towards third parties*

Each of the Parties will be responsible – pursuant to what is provided for in the Contract and in the regulations – for damages caused to a third party deriving from the execution of the Project.

*Third parties*

If the Parties have contracted with third parties (for example subcontracting parties) – for the execution of actions of the platform under their responsibility and the other obligations deriving from the agreement – they will be fully responsible for the activity of these third parties. In this case, the Parties will have to ensure that the contracts stipulated with the third party can enable the execution of the agreement.

Article 8 – Cancellation

The rights and obligations of the partners under this agreement are strictly personal; they can be transferred to another party only with the prior, written consent of all parties to this agreement and within the limits of the Creative Europe Program.

Should a member be declared bankrupt or request a judicial arrangement among creditors, liquidation or winding up, or in another way cease its activities, or should a receiver or liquidator be appointed to manage the property of one of the parties, this agreement shall be considered null and void.

In this agreement, "force majeure" shall be that defined by Belgian law.

For the purposes of this agreement "force majeure" shall mean any circumstance beyond the reasonable control of the partner affected thereby, which party shall not be considered in breach of contract or under any liability whatsoever.

Without prejudice to the generality of the foregoing and without limitation, the following shall be regarded as such circumstances:

(i) acts of God, explosion, flood, lightning, tempest, fire or accident

(ii) war, hostilities (whether war be declared or not), invasion, act of foreign enemies

(iii) rebellion, revolution, insurrection, military or usurped power or civil war

(iv) riot, civil commotion or disorder

(v) acts, restrictions, regulations, bylaws, refusals to grant any licenses or permissions, prohibitions or measures of any kind on the part of any governmental authority

(vi) import or export regulations or embargoes

(vii) strikes, lock-outs or other industrial actions or trade disputes of whatever nature.

ARTICLE 9 - JURISDICTION

In the event of a dispute with regard to the interpretation or the execution of this agreement, the parties commit themselves to try to find a settlement. If this fails, Belgian law shall be applied and the courts of Brussels shall have sole jurisdiction.

Thus agreed 16th April 2018

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**For the applicant organisation For the member
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