For the delivery of the project entitled:

Opera Vision

BETWEEN

Opera Europa represented by Nicholas Payne, Director, designated Project Leader of the Opera Vision Project, and

La Monnaie/De Munt represented by Peter De Caluwe, General Director, from now on referred to as Project Partner, and

Opera Vlaanderen represented by Aviel Cahn, Intendant, from now on referred to as Project Partner, and

Croatian National Theatre in Zagreb represented by Dubravka Vrgoč, General Manager and Artistic Director, from now on referred to as Project Partner, and

National Theatre Brno represented by Martin Glaser, General Director, from now on referred to as Project Partner, and

National Theatre Prague represented by Jan Burian, General Director, from now on referred to as Project Partner, and

Finnish National Opera represented by Päivi Kärkkäinen, General Director, from now on referred to as Project Partner, and

Festival d'Aix-en-Provence represented by Bernard Foccroulle, Directeur Général, from now on referred to as Project Partner, and

Opéra de Lille represented by Caroline Sonrier, Directrice Générale, from now on referred to as Project Partner, and

Opéra-Comique represented by Olivier Mantei, Directeur Général from now on referred to as Project Partner, and

Komische Oper Berlin represented by Susanne Moser, Geschäftsführende Direktorin, from now on referred to as Project Partner, and

Deutsche Oper am Rhein represented by Alexandra Stampler-Brown, Managing Director and Christoph Meyer, Generalintendant, from now on referred to as Project Partner, and

Hungarian State Opera represented by Szilveszter Ókovács, Director General, from now on referred to as Project Partner, and

Wexford Festival Opera represented by David McLoughlin, Chief Executive, from now on referred to as Project Partner, and

Teatro dell'Opera di Roma represented by Carlo Fuortes, Sovrintendente, from now on referred to as Project Partner, and

Teatro Regio Torino represented by Walter Vergnano, General Manager, from now on referred to as Project Partner, and

Teatro San Carlo di Napoli represented by Rosanna Purchia, General Manager, from now on referred to as Project Partner, and

Teatro La Fenice represented by Cristiano Chiarot, Sovrintendente from now on referred to as Project Partner, and

Latvian National Opera represented by Daina Markova, Board member, from now on referred to

as Project Partner, and

Dutch National Opera represented by Pierre Audi, Opera Director, from now on referred to as Project Partner, and

Den Norske Opera & Ballet represented by Håvard Vegge, Orkesteradministrator, from now on referred to as Project Partner, and

Polish National Opera represented by Waldemar Dąbrowski, General Director, from now on referred to as Project Partner, and

Teatr Wielki Poznań represented by, Renata Borowska-Juszczynska, General Director, from now on referred to as Project Partner, and

Teatro Real Madrid represented by Ignacio García-Belenguer Laita, General Director, from now on referred to as Project Partner, and

Palau de les Arts Reina Sofía represented by Davide Livermore, Intendente - Director Artístico and Francisco Potenciano, Financial and Administrative Director, from now on referred to as Project Partner, and

Royal Swedish Opera represented by Birgitta Svendén, General Director and Opera Manager, from now on referred to as Project Partner, and

Opera North represented by Richard Mantle, General Director, from now on referred to as Project Partner, and

Royal Opera House Covent Garden represented by Sally O'Neill, Chief Operating Officer, from now on referred to as Project Partner, and

Welsh National Opera represented by Leonora Thomson, Executive Director, from now on referred to as Project Partner.

ARTICLE 1: SUBJECT AND CONTENT OF THE COOPERATION AGREEMENT

This Cooperation Agreement aims to define the rules that govern the relationship between the Lead Partner and its Project Partners within the framework of the Opera Vision project. It will come in to force if the EC awards a grant for this project.

ARTICLE 2: DESCRIPTION OF THE PROJECT OBJECTIVES

The partners in Opera Vision agree to the project's main objectives to offer an enriched, free-view, online, curated season of European opera with specific emphasis on attracting and cultivating emerging audiences, celebrating Europe's cultural heritage and developing opera for the future.

ARTICLE 3: DURATION AND DESCRIPTION OF THE MAIN PROJECT ACTIVITIES

The project will start on 1 August 2017 and will end on 28 February 2021. Over the course of this period, the partners agree to implement the following actions:

- Contribute to an online season of full-length operas and provide short-form contextual content to make these opera accessible to diverse audiences.
- Engage younger audiences in partnership with educational organisations.
- Promote the platform and its content to their already engaged audiences.
- Invest in promoting the platform and its content to a wider public.
- Contribute to a season to celebrate the 2018 European Year of Cultural Heritage.
- Develop the medium by innovative use of cutting-edge technology.
- Broaden the reach of the project's online platform through partnerships with other initiatives.

ARTICLE 4: DESIGNATION OF THE LEAD PARTNER

Within the framework of this Cooperation Agreement, the partners are:

the Lead Partner

Opera Europa is designated as Lead among partners. Opera Europa becomes the body responsible for the entire project and to which is sent the grant offer letter from the European Commission.

• the Project Partners

Are designated as "Project Partners" the authorities responsible for the project activities implementation and for the co-ordination of these activities. They participate to Project implementation in accordance with the action plan, implementation timetable and budget.

ARTICLE 5: RESPONSIBILITIES OF THE LEAD PARTNER

The Lead Partner will undertake the following responsibilities:

- 1. It is responsible for the overall co-ordination, the administrative and financial management of the project. It is responsible for the overall monitoring of actions undertaken by the Project Partners;
- 2. It represents the project vis-à-vis the European Commission;
- 3. It acts as editor of the online platform;
- 4. It is responsible for making a provision in the project budget for a fund to support partners in the costs of translating subtitles into English, French and German for operas that are recent or rare.
- 5. It must regularly keep informed the Project Partners of all-important exchanges between itself and the European Commission;
- 6. It is solely responsible for elaborating and depositing the grant application form;
- 7. It must inform partners in writing of any modification to the application form;
- 8. It shall be the beneficiary of any EC grant and is responsible for signing the Grant Offer Letter with the EC and accepting all of the conditions contained therein on behalf of the Partners;
- 9. It ensures compliance with the deadlines for the project implementation, according to the established and filed timetable in the grant application. It shall inform the EC of all the factors that may adversely affect the project activities implementation and /or the financing plan;
- 10. It organises, manages the accounting of the overall project, and collects all necessary accounting documents. It must retain all documents relating to the project implementation, and must keep them available for the European Commission;
- 11. It is responsible for ensuring that each Partner takes an accounting system appropriate for its respective part in the project;
- 12. It must ensure that expenditures presented by the Project Partners were incurred in order to implement the project as described in the grant application;
- 13. It is responsible, after the receipt of each part of grant, for transferring to the Project
 Partners their part of this, in accordance with the expenditure agreed with the EC and carried out in line with the project financing plan;

- 14. It must pay back to the EC any sums received of ineligible expenditure;
- 15. It is in charge of requests for project modifications. The implementation of any changes shall be done with the express agreement of the EC;
- 16. It is responsible for the preparation and transmission of the intermediate activities reports, of the final activities report, of monitoring budget documents, of repayment claims of certified expenditure, and any documentation requested by the EC on behalf of the Project Partners;
- 17. It must be able to provide any additional information useful in appraisal and in monitoring the project, which will be requested by the EC until 28 February 2025
- 18. It is responsible for the design, development and maintenance of the Opera Vision platform.
- 19. It is responsible for staffing, editing and operating the Opera Vision platform, and guiding the Project Partners in the commissioning and submitting of their content.
- 20. It is responsible for establishing a communication plan with the Project Partners to promote the Project at local level and must implement this approved communication plan;

ARTICLE 6 - RESPONSIBILITIES OF THE OTHER PROJECT PARTNERS

The Project Partners are responsible for carrying out their respective parts of the project, in accordance with the project content and their budget.

The Partners shall appoint one of them to be Lead Partner, whom they recognise as holding the technical, administrative and financial responsibility of the project. Each Other Partner commits to support the Lead Partner in fulfilling its obligations to the EC.

The Project Partners will be responsible for:

- 1. Accepting and respecting the project budget;
- 2. Realising their planned activities for their contribution to the project in accordance with the procedures and deadlines defined by the project;
- Promptly providing all information and data to the Lead Partner that are required by the latter to coordinate and monitor the implementation of the project and for reporting purposes;
- 4. Maintaining a separate accounting system for the implementation of their contribution to the project;

- 5. Submitting to the lead partner any documentation reasonably requested relating to the implementation of their contribution to the project as well as regular information on the physical, administrative and financial progress of the project to enable effective monitoring of the project;
- Submitting to the Lead Partner certified proof of expenditure on the eligibility of their expenditure at least 2 weeks before the relevant payment request deadline for the whole project;
- 7. Promptly notifying the Lead Partner of any factors that may adversely affect the implementation of their contribution to the project. Save as contemplated by the terms of this agreement, the Project Partners cannot change their commitment without the prior consent of other Project Partners;
- 8. Accepting decisions and any changes that have been notified by the EC to the Lead Partner;
- 9. Keeping and making available on request of the EC, all original documentation relating to the implementation of the project until 28 February 2025;
- 10. Ensuring repayment of the unduly received grant to the Lead Partner in the event of any irregularity in the expenditure.
- 11. In addition each of the partners which represent opera companies or opera festivals will have specific responsibility to:
- 12. Provide the lead partner with the content necessary to programme the three seasons of the online platform limited to:
 - a. a minimum of two (2) rights-cleared full-length opera productions. The opera partners agree that these rights are free world wide web streaming and free world wide web ondemand viewing without exclusion of embedding for a suggested period of six (and minimum of one) month following initial transmission of the relevant title in the language versions of the project and means the distribution of an electronic copy of the production(s) via any IP-based transmission over the Internet, whether now known or hereafter invented or discovered, using a method in which such the production(s) is (are) viewable at substantially the same time it is distributed without the need to download a content file embodying the production(s) on any device (whether now known or hereafter developed) which is capable of receiving and/or sending voice and/or data and/or video communications inclusive any wireless technology, which is or may be used with radio frequency spectrum in any band, to enable or facilitate transmission of textual material, data, voice, video and/or multimedia service to portable devices via an embeddable web player.
 - b. Provide subtitles in three languages (English, French, German) for each production;
 - c. Subject to all necessary rights clearances having been obtained contextual material, in the form of video, text essays, photographs, (where practicable) music scores relating to the contribution of the relevant Project Partner to the project.

- 13. Use reasonable endeavours in concurrence with their approved budget to contribute to the marketing and communication plan for the online platform.
- 14. Use reasonable endeavours to contribute to education initiatives to make the online platform accessible to young and emerging audiences.
- 15. Participate In the workshops and meetings, and contribute to the reports, which are aimed at developing the European Opera sector's ability to engage successfully in digital initiatives.

ARTICLE 7 - ORGANISATIONAL STRUCTURE OF THE COOPERATION

To ensure optimum management, a "Project Management Committee" will be set up. This Management Committee will monitor the implementation of the project, ensuring that it adheres to timescales, budget, of the overall strategy. It consists of representatives from the partners and is chaired by the Lead Partner. It decides on the necessary changes for the smooth running of the project after consultation and agreement of the EC.

ARTICLE 8 - CO-OPERATION WITH THIRD PARTIES

The Lead Partner must consult with each Project Partner in respect of the engagement of any third party with the project including without limitation any third party involved in the technical support of the platform. The Lead Partner shall not enter into any agreement with any such third party without the prior written consent of each Project Partner.

Each Project Partner must notify the Lead Partner of any third party support partner, such as a sponsor and/or broadcast partner, with which it intends to contract in connection with its contribution to the project. The Lead Partner must promptly upon receipt of such notice notify each other Project Partner.

In the event that any agreement with any third party as contemplated by this Article 8 may or would give rise to a conflict for a Project Partner (in the opinion such Project Partner), the affected Project Partner may by written notice to the Lead Partner vary or withdraw its contribution to the project without liability to any party save where applicable repayment of relevant expenses received by such Project Partner from the Lead Partner in connection with delivery of such contribution under the terms of this agreement.

In the event that a Project Partner gives notice of variation or withdrawal under the terms of this Article 8 the Lead Partner must promptly take all steps necessary to ensure implementation of such variation or withdrawal of such Project Partner from the project including without limitation and where required by the Project Partner removal of Contributed Content (as defined in Article 13 below).

In the case of co-operation with third parties (public or private bodies), delegation or subcontracting, the project partner concerned shall remain solely responsible to the Lead Partner.

In compliance with this Cooperation Agreement, the partners shall not delegate any of their commitments without agreement from the Project Management Committee.

Any co-operation with subcontractors shall be undertaken in accordance with procedures set out in EU public procurement directive.

The project partners shall notify to the third parties this Cooperation Agreement.

ARTICLE 9: BUDGETARY AND FINANCIAL FRAMEWORK

The total budget for the project is 6 669 879,95 euros. The partners will contribute a total budget of 4 172 879,95 euros and generation 504 000 euros of income. The remaining 1 993 000 euros is the subject of a grant application to EC's Creative Europe programme.

ARTICLE 10: ACCOUNTING PRINCIPLES

1. The Lead Partner and the Project Partners commits to keeping separate accounts in accordance with the rules issued by the EC and the rules concerning eligible expenses.

Accounting reports or other documents (financial tables), including copies of all pieces of evidence shall be submitted to the Lead Partner, in accordance with the schedule and the requirements stipulated by the Lead Partner. The Project Partners are obliged to have their paid expenditure, certified by an accountant.

2. The Lead Partner is the sole responsible party to the EC concerning the realisation of payment claims and financial reports. The Lead Partner must ensure the reliability of the accounting and financial reports and documents drawn up by every Project Partner. The Lead Partner can request further information and evidence to that effect.

Where evidence is not provided or in the event of non-fulfilment of the Programme rules concerning eligibility of expenses, the Lead Partner shall ask the Project Partner to rework the submitted financial documents. In case of repeated non-fulfilment, the Lead Partner shall be entitled to deny the expenses submitted by a Project Partner. In that case, the Lead Partner, by the mean of a letter with acknowledgement of receipt, is obliged to inform the Partner concerned that the expenditure has been refused and the reasons for this.

3. The financial, accounting and reporting policy of the Lead Partner shall be based on the rules and regulations determined by the Programme in respect of the Project. The Lead Partner shall use reasonable endeavours to obtain clarification and/or further details in respect of such rules, regulations and interpretation where appropriate, in order to avoid differences of opinion with the EC which might lead the EC to reduce, discontinue or even reclaim subsidies from one or more of the Project Partners.

ARTICLE 11 – AUDIT FOR THE PROJECT

The Lead Partner must nominate an independent auditor to make the rendered service check as defined by the EC.

All partners must produce all documents and necessary information required for audit.

The Lead Partner is responsible of the transmission of these documents to the auditor.

ARTICLE 12 - VERIFICATION - KEEPING THE DOCUMENTS

The Lead Partner and the Project Partners are obliged to keep, until 28 February 2025 the documents required for the auditing of the implementation of the Project and eligible expenses (original of the certified invoices and other pieces of evidence) and to make them available to the Programme Managing Authority or persons or bodies appointed by the EC to that effect.

ARTICLE 13: COMMUNICATION AND PUBLICITY

The Project Partners shall implement the communication and publicity measures in accordance with provisions of the Grant Offer Letter.

They shall use reasonable endeavours to play an active role in any actions organised to disseminate the results of the project and shall ensure that due prominence is given to the role of the EC's Creative Europe programme in part-financing the project in any publicity and communication activities, as defined and published by the Commission.

ARTICLE 14 - INTELLECTUAL PROPERTY RIGHTS

Nothing in this agreement shall constitute a licence or grant any party rights in respect of the intellectual property rights of any party. Each Project Partner reserves its rights in respect of its contribution to the project including without limitation each long form recording and contextual material contributed by such Project Partner to the project ("Contributed Content"). Use of such Contributed Content shall be subject to entry by the Lead Partner and each Project Partner into the terms of a licence agreement in form and substance satisfactory to the relevant Project Partner.

Save in respect of any Contributed Content the result of the joint activities covered by the agreement concerning reports, documents, studies, electronic data and other products - be they disseminated free of charge or commercially - are the joint property of the Partners.

The specific source data provided by each Project Partner and used in reports, studies and documents, whatever form they take, remain the exclusive property of each of the partners. These data cannot be re-used by the Project Partners for other purpose than set forth in the Opera Vision Project, except with the express written agreement of the partners concerned.

The Project Partners commit themselves to inform by means of an official letter to the other partners, of the use of the project outputs for other purposes than those set forth in the project itself and to mention, without a time limit, the name of the project as a reference.

The Project Partners commit themselves, and without a time limit, to state that the project's implementation has taken place with the support of the European Commission's Creative Europe programme.

ARTICLE 15 - MODIFICATIONS

This Co-operation Agreement may not be varied or modified save by written instrument executed by each party to it including without limitation each Project Partner.

ARTICLE 16 - NON-EXECUTION OF OBLIGATIONS OF THE LEAD PARTNER

The Lead Partner is responsible to the Project Management Committee for the non-execution of the tasks assigned to it as part of this cooperation agreement (article 3). It agrees to compensate the other partners for any losses directly due to poor technical and financial management.

ARTICLE 17 - NON-EXECUTION OF OBLIGATIONS OF THE PROJECT PARTNERS

In the event that one of the partners:

- Does not fulfil its obligations under article 4 of this cooperation agreement
- Does not provide any documentation for a payment request during the six months following the signature of the Grant Offer Letter between the Lead Partner and the EC.
- Does not provide interim activity reports within 15 days of receiving a reminder from the Lead Partner.
- Provided false documents or made false declarations at the time of signing this cooperation agreement.

The Lead Partner, with the agreement of the EC, reserves the right upon one (1) months prior written notice to such Project Partner to revoke the status of Project Partner (and any associated rights).

The Project Partner is obliged to reimburse the lead partner for any sums unduly paid for the implementation of the project, in line with the rules on eligible expenditure.

ARTICLE 18: REDUCTION AND DISCONTINUATION OF THE PROGRAMME SUBSIDY

Should the EC be forced to reduce or discontinue the grant referred to in the Grant Offer Letter, and should this entail full or partial refunding of the funds already transferred, every Project Partner is obliged to refund the Programme funds to the Lead Partner.

ARTICLE 19: DISPUTES BETWEEN PROJECT PARTNERS

Should a dispute arise between Project Partners, the Lead Partner shall be obliged to submit it to the Project Management Committee in order to reach a settlement.

In case of disputes between Project Partners, the jurisdiction is covered by Belgian Law.

Number of 30 copies = 1 lead partner, 28 partners, 1 for the EC

Lead Partner: Opera Europa

Authorised official stamp:

Name: Nicholas Payne

Job Title: Director

Signature:

Date: 21 November 2016

For the delivery of the project entitled: Opera Vision

Partner: La Monnaie/De Munt

Authorised official stamp:

Name: Peter De Caluwe

Job Title : General Director

Signature:

For the delivery of the project entitled: Opera Vision

Partner: Opera Vizanderen

Authorised official stamp:

Name: Aviel Cahn

Job Title : Intendant

Signature:

For the delivery of the project entitled: Opera Vision

Partner: Croatian National Theatre in Zagreb

Authorised official stamp:

Name: DubravkaVrgoč

Job Title :General Manager and Artistic Director

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Signature:

Date:

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For the delivery of the project entitled: Opera Vision

Partner: National Theatre Brno

Authorised official stamp:

Name: Martin Glaser

Job Title: General Director

Signature:

For the delivery of the project entitled: Opera Vision

Partner: National Theatre Prague

Authorised official stamp:

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Name: Jan Burian

Job Title: General Director

Signature:,

For the delivery of the project entitled: Opera Vision

Partner: Suomen Kansailisooppers ja -baletti sr (Finnish National Opers and Ballet).

Authorised official stamp:

Name: Päivi Kärkkäinen

Job Title: General Director

Signature:

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For the delivery of the project entitled: Opera Vision

Partner: Festival d'Aix-en-Provence

Authorised official stamp:

Name: Bernard Foccroulle

Job Title: General Director

Signature:

Date:

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For the delivery of the project entitled: Opera Vision

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Partner: Opéra de Lilie

Authorised official stamp:

Name: Caroline Sonrier

Job Title: Directrice Générale

Signature:

For the delivery of the project entitled: Opera Vision

Partner: Opéra-Comique

Authorised official stamp:

Name: Olivier Mantei

Job Title: Directeur Général

Signature:

Date:

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For the delivery of the project entitled: Opera Vision

Partner: Komische Oper Berlin

Authorised official stamp:

Name: Susanne Moser

Job Title: Geschäftsführende Direktorin

Signature:

For the delivery of the project entitled: Opera Vision

Partner: Deutsche Oper am Rhein

Authorised official stamp

Name: Alexandra Stampler-Brown,

Job Title : Managing Director

Signature:

Name: Christoph Meyer Job Title : Géneralintendant

SILCONFR.

For the delivery of the project entitled: Opera Vision

Partner: Hungarian State Opera

Authorised official stamp:

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Rame: Szilveszter Ókovács

Job Title: Director General

Signature:

For the delivery of the project entitled: Opera Vision

Partner: Wexford Festival Opera

Authorised official stamp:

Name: David McLoughlin

Job Title: Chief Executive

Signature:

For the delivery of the project entitled: Opera Vision

Partner: Teatro dell'Opera di Roma

Authorised official stamp:

Name: Carlo Fuortes

Job Title: Sovrintendente

Signature:

For the delivery of the project entitled: Opera Vision

- R. I.

Partner: Teatro Regio Torino

Authorised official stamp:

Name: Walter Vergnano

Job Title: General Manager

Signature:

For the delivery of the project entitled: Opera Vision

Partner: Teatro San Carlo di Napoli

Authorised official stamp:

Name: Rosanna Purchia

Job Title: General Manager

Signature:

For the delivery of the project entitled: Opera Vision

Partner: Teatro La Fenice

Authorised official stamp:

Name: Cristiano Chiarot

Job Title: Sovrintendente

Signature:

Date:

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For the delivery of the project entitled: Opera Vision

Partner: Latvian National Ogera

Authorised official stamp:

Name: Daina Markova

Job Title: Board member

Signature:

For the delivery of the project entitled: Opera Vision

Partner: Dutch National Opera

Authorised official stamp:

Name: Pierre Audi

Job Title: Opera Director

Signature:

For the delivery of the project entitled: Opera Vision

Partner: Den Norske Opera & Ballet

Authorised official stamp:

Name: Håvard Vegge

Job Title: Orkesteradministrator

Signature:

For the delivery of the project entitled: Opera Vision

Partner: Polish National Opera

Authorised official stamp:

Name: Waldemar Dąbrowski

Job Title: General Director

Signatufe:

For the delivery of the project entitled: Opera Vision

Partner: Teatr Wielki Poznań

Authorised official stamp:

Name: Renata Borowska-Juszczynska

Job Title: General Director

Signature:

For the delivery of the project entitled: Opera Vision

Partner: Teatro Real Madrid

Authorised official stamp:

Name: Ignacio García-Belenguer Laita

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Job Title: General Director

Signature:

For the delivery of the project entitled: Opera Vision

Partner: Palau de les Arts Reina Sofía

Authorised official stamp:

Nime: Davide Livermore Job Title: Intendente - Director Artístico

Signature:

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Name: Francisco Potenciano Job Title: Financial and Administrative Director

Signature:

For the delivery of the project entitled: Opera Vision

Partner: Royal Swedish Opera

Authorised official stamp:

Name: Birgitta Svendén

Job Title: General Director and Opera Manager

Signature:

For the delivery of the project entitled: Opera Vision

Partner: Royal Opera House Covent Garden

Authorised official stamp:

Name: Sally O'Nell

Job Title: Chief Operating Officer

Signature:

For the delivery of the project entitled: Opera Vision

Partner: Opera North

Authorised official stamp:

Name: Richard Mantle

Job Title: General Director

Signature:



For the delivery of the project entitled: Opera Vision

Partner: Welsh National Opera

Authorised official stamp:

Name: Leonora Thomson

Job Title: Managing Director

Signature: