

3 March 2014

THE INTERNATIONAL YOUTH FOUNDATION

and

GRAFFENEGG KULTURBETRIEBSGES M.B.H

and

ORGANISMOS MEGAROU MOUSSIKIS THESSALONIKIS

and

FONDAZIONE CONCORSO PIANISTICO INTERNAZIONALE FERRUCCIO BUSONI

and

PALAIS DES BEAUX-ARTS - PALEIS VOOR SCHONE KUNSTEN

and

IDRYMA SYMFONIKI ORCHISTRA KYPROU

and

HUDOBNÉ CENTRUM (MUSIC CENTRE SLOVAKIA)

and

JOHN GOOD LIMITED

and

CULTURE ACTION EUROPE

CO-OPERATION AGREEMENT

in relation to

T2020

THIS AGREEMENT is made on 3 March 2014

BETWEEN

- (1) **THE LEAD PARTNER** details of whom are set out in Part I of Schedule 1; and
- (2) **THE RESIDENCY PARTNERS** details of whom are set out in Part II of Schedule 1;
- (3) **THE NATIONAL PARTNERS** details of whom are set out in Part III of Schedule 1;
- (4) **THE DIGITAL PARTNER** details of whom are set out in Part IV of Schedule 1; and
- (5) **THE EVALUATION PARTNER** details of whom are set out in Part V of Schedule 1.

(the parties above herein referred to together as the **Partners** and individually as a **Partner**)

RECITALS:

- (A) The European Commission's Creative Europe Culture Sub-programme (the **Programme**), provides support for European Co-operation Projects which satisfy eligible criteria.
- (B) The primary objectives of the Programme are:
 - to support the capacity of the European cultural and creative sectors to operate trans-nationally.
 - to contribute to audience development by helping European artists/cultural professionals reach new and enlarged audiences with a particular focus on certain groups including children and young people.
 - to contribute to innovation and creativity in the field of culture.

- (C) The Partners have established a project entitled "**Towards 2020: Skilling Musicians & Engaging Audiences in Europe's Orchestral Sector**" and which is referred to in this Agreement as '**T2020**'.
- (D) T2020 has as a principal objective the development and operation of a training model designed to equip young musicians in European Union member states on the threshold of their careers with the requisite skills to meet the challenges of the next decade. In so doing T2020 aims to grow the orchestral sector, to enhance audience engagement and to create highly skilled musical ambassadors for the cultural values of both Europe and the EU.
- (E) The Partners intend to apply for Funding (as defined in Clause 1 below) under the Programme.
- (F) The Partners wish to enter into this Agreement for the purpose of recording the basis on which they intend to cooperate with regard to T2020, to ensure that T2020 is and remains eligible for Funding and to regulate their relationship with each other.

NOW, therefore, IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement (including the Preamble above) the following words and expressions shall, except where the context otherwise requires, have the meanings set out next thereto:

Agreement:	means this Co-operation Agreement.
Associates:	means those twenty eight (28) arts organisations associated with the EUYO one (1) of which is established in each of the twenty eight (28) EU Member States.
Budget:	means the budget for T2020 for each of the years 2014 and 2015 a copy of which is attached to the application to the Programme for Funding and abbreviated details of which are set out in Schedule 2.
Commencement Date:	means the date of commencement of the obligations of the Partners to T2020 which shall be 6 March 2014.
Digital Partner:	means that Partner details of whom are set out in Part IV of Schedule 1.

Eligibility Criteria:	mean those criteria set out in Section 5 of the Guidelines of what is required to qualify for financial support under the Programme.
EU:	means the European Union.
EUYO:	means the European Union Youth Orchestra, an orchestra established by the Lead Partner.
Evaluation Partner:	means that Partner details of whom are set out in Part V of Schedule 1.
Funding:	means financial support for T2020 in an amount of up to €1.866.000 which will be applied for and which may be made available under the Programme (in whole or in part).
Lead Partner:	means The International Youth Foundation, a charitable trust established in United Kingdom with registered number 281420, further particulars of which are set out in Part I of Schedule 1.
National Partners:	means those Partners details of whom are set out in Part III of Schedule 1.
Objectives:	means the objectives of T2020 set out in Clause 2.1.
Orchestra:	means the EUYO.
Partners:	means the parties to this Agreement and Partner shall mean any of them as the case may require.
Partnership Administrator:	means that individual appointed by the Lead Partner to administrate the affairs of T2020.
Programme:	means the European Commission's Creative Europe, Culture Sub-programme which provides financial support for European Cooperation Projects
Residency Partners:	means those Partners details of whom are set out in Part II of Schedule 1.
T2020:	means that project which is the subject of this Agreement entitled " Towards 2020: Skilling Musicians & Engaging Audiences in Europe's Orchestral Sector ".
Term:	means the Term of this Agreement which shall commence on the Commencement Date and which shall continue until 31 August 2015.

- 1.2** In this Agreement, unless the context does not allow, references to the singular shall include the plural and vice versa and references to the masculine shall include the feminine and neuter.
- 1.3** In this Agreement references to schedules are to schedules to this Agreement and references to Clauses are to clauses in this Agreement.
- 1.4** Headings are used in this Agreement for convenience of reference only and shall not affect its construction or interpretation.

2. T2020

2.1 The primary Objectives of T2020 shall be as follows:

- 2.1.1 Formation of the Orchestra:** to ensure all necessary structures are available to encourage talented young musicians in the EU to apply to become members of the Orchestra with a view to the Orchestra growing in reputation as a focus of musical excellence.
- 2.1.2 Development of Training Model:** to develop and operate a training model to skill talented young orchestral musicians from the EU's 28 member States particularly with a view to their participation in the Orchestra;
- 2.1.3 Creation of Transferable Training Prototype:** to create a training prototype that will be transferable to other cultural sectors;
- 2.1.4 Recruitment and Training of Young Orchestral Musicians:** to recruit and train young classical musicians in a high quality programme combining the innovative with the traditional and in so doing to grow a generation of well trained young orchestral musicians on the threshold of potential careers;
- 2.1.5 Development of a Digital Portal:** to develop a digital portal which will assist young classical musicians in marketing themselves to potential employers and audiences, and in creating new forms of work;
- 2.1.6 Promoting Audience Engagement:** to enhance audience engagement and to recruit new audiences by broadening the appeal particularly in the use of current technologies;
- 2.1.7 Exporting a Message of Cultural Excellence:** to export the cultural message outside the EU through a pattern of international performances and a global exchange programme;
- 2.1.8 Partner Co-operation:** without limitation to the foregoing to seek to satisfy the objectives of T2020 through on-going co-operation between the Partners that will encompass orchestras, venues, festivals, conservatoires, cultural institutions and other organisations working within the creative sector pooling skills and experience for the greater benefit of T2020;
- 2.1.9 Ancillary Activities:** to engage in such activities related to the foregoing as the Partners may decide from time to time.

2.2 The Partners agree to cooperate in pursuance of the above Objectives as follows:

2.2.1 Training Model: A training model will be developed by the Partners aimed at equipping young musicians with a basket of skills not typically associated with musicians. These will include career portfolio management skills, presentation skills and audience development skills. Skills ‘hubs’ will be developed which will offer the activities of the orchestral work of T2020 as a central core activity around which young people involved in other areas of work - as well as the currently unemployed – will be able to generate activity and also learn from the high skill level of the member musicians who are participating in T2020.

2.2.2 Transferability: In developing its training model T2020 will focus on four key areas highlighted by the EU:

- i) employment: By providing young musicians with high quality training T2020 will to help stimulate future employment;
- ii) education: Helping young people get more out of their music will be part of an on-going process of education. This will assist future generations from all sections of society better to learn, perform, participate in and enjoy music;
- iii) social inclusion: Training will be geared to helping young musicians to reach new audiences and to deepen contact with current audiences;
- iv) research and innovation: The training model will also be used an instrument for societal development with the aim of structuring the model so that it can be transferred to and used for the benefit of other areas of society.

2.2.3 Recruitment and Training. T2020 will focus on audience development through educational activities, debate, experimental rehearsal techniques, and new as well as traditional forms of performance. This will include the use of the European Music Campus organised by Grafenegg Kulturbetriebsges.m.b.H which has been established to develop the skills of young musicians from pre-teenage and conservatoire students through to young professionals.

2.2.4 Digital Portal. The Digital Partner will have special responsibility for organising and overseeing electronic design systems that will allow musicians and their activities to be captured and disseminated in a variety of formats. Musicians will also be trained to use social media and online formats in order to market and communicate their skills and abilities. The Digital Partner will also work with the other Partners to design online performance from venues, and to work with the National Partners to ensure the widest dissemination of content.

2.2.5 Audience Engagement. A process of enhancing audience engagement will include the development of new performance formats, new forms for the dissemination of

performances, and new ways to draw audiences more deeply into the performance of orchestral music. The process will be centred round the philosophy that the development of musicians and their engagement with the audience are two sides of the same coin.

- 2.2.6 International Promotion.** T2020 will aim to allow young European musicians to experience – and be experienced by – other cultures. The musicians to whom training will be offered will be selected from all 28 member States of the EU. In turn they will be offered the opportunity to engage in a pattern of performances beyond Europe, and a global exchange programme. An international exchange program will introduce players to new cultures and new ideas, and equip them to perform globally.
- 2.3** The Partners shall procure that T2020 is conducted in the best interests of young musicians at all times and in compliance with the Eligibility Criteria.
- 2.4** The Partners shall support and use their respective reasonable endeavours to implement all reasonable proposals put forward at Partner Meetings for the proper pursuance of the Objectives of T2020 as contemplated in this Agreement and to procure that all third parties directly or indirectly under their respective control shall refrain from acting in any manner which will hinder or prevent any of them from participating in T2020 in a proper and reasonable manner.
- 2.5** The Partners shall generally use their reasonable endeavours to promote the Objectives.
- 2.6** Notwithstanding the foregoing the Partners acknowledge that their ability to achieve the Objectives may be conditional on receiving the Funding but that they will not know whether some or all of the Funding has been awarded by the Programme until after the Commencement Date. The Partners acknowledge further that it is expected that they will receive notification of whether some or all of the Funding has been awarded in August 2014. T2020 is, though, a continuing project intended to provide year round training organised around large scale events and that there will be three such large scale events comprised within T2020 organised by the three Resident Partners, which are scheduled to happen before or during August 2014, namely:
- i) a one week rehearsal residency for young musicians organised by the Organismos Megarou Moussikis Thessalonikis in Thessaloniki, Greece in March 2014;
 - ii) the European Music Campus organised by Grafenegg Kulturbetriebsges.m.b.H, St.Pölten, Austria in July and August 2014; and
 - iii) a four day residency organised by the Fondazione Concorso pianistico internazionale FERRUCCIO BUSONI in Bolzano Bozen, Italy in August 2014.

In the event therefore that the Partners should receive notification that they have been unsuccessful in their application for Funding (in whole or in part) the Partners shall meet to review the Objectives and modify the nature or content of T2020.

3. RESPONSIBILITIES OF LEAD PARTNER

3.1 In fulfilling its role as Lead Partner, the Lead Partner shall, without limitation:

- 3.1.1** provide overall administration and logistic services to T2020;
- 3.1.2** co-ordinate and submit the application to the Programme for Funding;
- 3.1.3** organise annual partnership meetings and establish partnership committees for particular tasks that the Partners may consider necessary to achieve Objectives;
- 3.1.4** assume overall responsibility for budgeting, planning and reporting to the Partners for the entire project;
- 3.1.5** assume joint responsibility, on a basis agreed with the other Partners, for forming the Orchestra and creating all elements of the training projects;
- 3.1.6** have primary responsibility for the recruitment and contracting of conductors, soloists and workshop leaders;
- 3.1.7** arrange tours for the orchestral musicians;
- 3.1.8** establish a system of international apprenticeships with the other Partners;
- 3.1.9** take a lead in the creation of audience development initiatives with the other Partners, including innovative and unconventional concert formats;
- 3.1.10** liaise with the Associates to arrange auditions for promising young musicians who may wish to participate in the Orchestra or in T2020 and put the Associates in touch with the National Partners as required for the better promotion of T2020.
- 3.1.11** liaise on an on-going basis with individual Partners, funders and other stakeholders in T2020.

4. RESPONSIBILITIES OF OTHER PARTNERS

4.1 The Residency Partners shall have the following responsibilities:

- 4.1.1** Grafenegg Kulturbetriebsges.m.b.H. shall:
 - i) provide performance and rehearsal spaces for the European Music Campus, including workshops, seminars, open rehearsals, concert performances and production staff to support these activities;
 - ii) arrange two public orchestral concerts and other events open to the public during each European Music Campus, including box office facilities, marketing and front of house;
 - iii) procure the availability of the European Music Campus facilities for three weeks in July/August in each of 2014 and 2015;

- iv) provide food and accommodation for orchestra members, conductors, and soloists, participating speakers and visiting production and artistic staff;
- v) working with the Lead Partner create links with Eastern European conservatories and host students from these institutions to participate in Campus activities

4.1.2 Organismos Megarou Moussikis Thessalonikis in Thessaloniki, Greece, shall:

- i) host the orchestral players for a residency in March or April of each year for so long as this Agreement remains in force;
- ii) provide audience development opportunities for T2020 through the development of connections with local communities;
- iii) assume responsibility for organising informal concerts where appropriate with unconventional formats in local venues, including at Anatolia College;
- iv) assume responsibility for communication with potential audiences and the provision of box office services where required;
- v) engage with young unemployed persons with a view to equipping them with orchestral management and administration skills;
- (vi)

4.1.3 Fondazione Concorso Pianistico Internazionale FERRUCCIO BUSONI, in Bozen Italy, shall:

- i) organise the presentation of two public performances by the Orchestra as part of the annual Festival Bozen summer music festival;
- ii) provide hotel accommodation for and catering to all members of the Orchestra attending the Festival Bozen summer music festival;
- iii) provide new audience development initiatives.

4.2 The National Partners shall have the following responsibilities:

4.2.1 Palais des Beaux-Arts - Paleis voor Schone Kunsten in Belgium, shall:

- i) work with the EUYO to arrange annual auditions for the EUYO in Belgium.
- ii) use the services of EUYO members and auditionees as performers and in education events as shall be agreed between the Partners from time to time.
- iii) use the partnership with EUYO members and auditionees to develop the relationship between young musicians in Brussels and Belgium and the BOZAR/Le Palais des Beaux-Arts de Bruxelles

4.2.2 The Idryma Symfoniki Orchestra Kyprou in Nicosia, Cyprus, shall:

- i) arrange auditions of the EUYO annually in Cyprus.
- ii) develop relations between EU players and Middle Eastern and African young player initiatives such as the Euro-Arab Youth Music Centre based in Limassol, Cyprus
- iii) work with the EUYO to develop career possibilities of Cypriot EUYO members, and other young Cypriot musicians.
- iv) plan a large scale partnership project of the EUYO and regional young musicians to take place after the termination of the current agreement.

4.2.3 Hudobné Centrum (Music Centre Slovakia) in the Slovak Republic, shall:

- i) arrange auditions of the EUYO annually in the Slovak Republic.
- ii) work with the EUYO management and artistic staff to identify needs and advise on the training of talented young players from Slovakia, including a visit by the EUYO annually for this purpose.
- iii) work with EUYO staff to develop opportunities for young players who are not yet quite ready for the EUYO to attend the European Music Campus at Grafenegg near Vienna in August each year.
- iv) organise a master class on performance, audition and orchestral technique with the EUYO annually.

4.3 The Digital Partner will be responsible for working with the other Partners to design, *inter alia*, a digital portal for the use of young musicians to organise, collate, market and communicate their skills and abilities.

4.4 The Evaluation Partner will be responsible for working with all the Partners to develop a suite of tools for measuring the progress of T2020 by a series of benefit and well-being measures for trainee musicians and audiences. This evaluation and concomitant reporting will establish a base line of measurement and methodology, and will contribute to the redesign of any future development of the Partnership work beyond the term of the Agreement. Particular stress will be laid on both qualitative and quantitative measures and evaluation will constitute a major long term investigation into well being index measures experienced by young musicians and their audiences.

5. PARTNERS MEETINGS

5.1 The Partners agree each with the other that a formal, full meeting of Partners shall be convened and held as nearly and reasonably as possible at least once in every calendar year while this Agreement remains in force with six monthly reviews. The meeting will, unless otherwise notified be held at the European Music Campus at Grafenegg in Austria. The meeting of Partners shall be arranged by a Partnership Administrator to be appointed by the Lead Partner.

- 5.2** The Lead Partner shall procure that the Partnership Administrator shall give each Partner not less one calendar month's prior written notice of each meeting of Partners and shall accompany such notice with a written agenda specifying the business of such meeting and copies of all papers that shall be relevant for such meeting including from time to time monthly management accounts, budgets, cash flow forecasts and a report to the Partners on the progress and achievements of T2020. The Partners agree to provide information requested by the Partnership Administrator for such reports promptly on request.
- 5.3** The quorum for meeting of Partners shall be the Partnership Administrator, the Lead Partner and at least two of the Residency Partners and no business shall be transacted at any meeting where such a quorum is not present. It is agreed that attendance at any meeting of Partners may be properly made by telephone, Skype or other computer link and no Partner shall object if any Partner is unable to attend a meeting in person but wishes to attend by telephone or computer link.
- 5.4** The Partners shall, on request from the Partnership Administrator, promptly provide the Partnership Administrator with evidence of expenditure on T2020 matters so that the same may be submitted to the Programme to secure timely release of Funding. The Lead Partner shall procure that all Funding provided by the Programme is likewise released to the Partners in accordance with their proportionate entitlements in a timely manner.
- 5.5** The Partners may delegate to committees of Partners any business of T2020 and any such committee so established shall be fully and properly authorised to carry out the business of T2020.

6. FUNDING

- 6.1** The Lead Partner shall organise an application for Funding pursuant to the Programme.
- 6.2** The Lead Partner shall use all reasonable endeavours to submit the application for Funding within the time constraints allowed by the Programme and provide the Programme with all such information that may be required for an application for Funding in accordance with requisite guidelines. In this respect and without limitation the other Partners shall provide such assistance to the Lead Partner as it may reasonably require to complete the application for Funding.
- 6.3** The budgeted income and expenditure for each Partner in T2020 for the years 2014 and 2015 covered by the Term is set out in the abbreviated budget in Schedule 2. The budgeted expenditure has been calculated on the basis that one half of the financial requirement will be met by financial commitments by the Partners and one half will be met by the provision of full Funding. In the event that full Funding should not be received the Budget and attendant expenditure will be adjusted in discussion between the Partners based on the reduced availability of finance
- 6.4** Subject only to satisfaction of the Condition in Clause 7 below, and on the assumption that full Funding is received, each of the Partners irrevocably commits to contribute to the Budget of T2020 in each of the years 2014 and 2015 that amount set out opposite its name in Table A in Schedule 3. It is acknowledged and agreed between the Partners that that the payment amounts specified in the payment schedule of Table B of

Schedule 3 are, on the assumption that full Funding is received, the sums that will be allocated between the Partners to assist them in meeting their respective obligations to contribute towards the expenditure amounts to which each such Partner has committed. The manner in which expenditure is met prior to the grant of any Funding will be agreed between the Partners. In the event that the Partners are notified by the Programme that Funding will not be granted or will be granted only in part the Partners will use all reasonable endeavours to agree a fair allocation between them of expenditure that has been made prior to such notification.

7. CONDITION

- 7.1** The obligations of the parties hereunder shall be subject in all respects to a successful application for Funding under the Programme.
- 7.2** The Partners acknowledge that Funding in any amount is conditional on there being a minimum of six (6) Partners from six (6) different EU Member States continuing to cooperate with regard to T2020. In the event that Funding is not received in full the Partners shall meet to review the Objectives and modify the nature or content of T2020 with particular focus on ensuring that the Eligibility Criteria continue to be satisfied for all Partners who wish to continue to participate in T2020.

8. COMMENCEMENT AND DURATION

- 8.1** This commitment of the Partners to T2020 shall commence on the Commencement Date.
- 8.2** This Agreement shall, unless terminated with regard to or by any Partners as provided in Clause 10, continue for the Term.
- 8.3** The Partners hereby confirm their wish and intent to continue to cooperate with regard to T2020 after the Term but acknowledge and agree that this may be dependent upon receipt of further funding and to a review of the Objectives. It is accordingly agreed that the Partners shall explore in good faith terms on which they may cooperate further after the end of the Term with regard to T2020 in sufficient time prior to the end of the Term so that application may be made for future funding from the Programme or elsewhere. Any decision by the parties to continue to cooperate after the end of the Term shall be the subject of a new agreement between the parties.

9. LIABILITY

- 9.1** Subject to the receipt of Funding in full (failing which the provisions of Clause 10 shall apply), the Partners each hereby commit to the others to fulfil their obligations specified herein for the Term.
- 9.2** The Partners hereby acknowledge they are fully familiar with the Eligibility Criteria and acknowledge further, without prejudice to the warranty and indemnity provided in Clause 14 below that they understand that the provision of Funding is conditional on a minimum of six (6) Partners established in six (6) different EU member States co-operating with regard to T2020 at all relevant times.

- 9.3** Each Partner hereby agrees that if the involvement of a Partner is terminated for any reason prior to the end of the Term it will be liable to repay in full any part of the Funding it may have received up to the date of such withdrawal.

10. TERMINATION

- 10.1** This Agreement shall terminate at the end of the Term.

- 10.2** The Lead Partner (or two of the National Partners in the event of notice to the Lead Partner) may terminate the involvement of any Partner within T2020 forthwith on giving written notice to such Partner in the event that:

- i) such Partner is in breach of its obligations under this Agreement and has failed to remedy such breach within one (1) month of receiving a written notice from the Lead Partner requiring it to do so.
- ii) such Partner becomes, or threatens to become insolvent (including liquidation, receivership, administration, compounding with its creditors or any other action by reason of debt.
- iii) such Partner acts in a way that is inconsistent with the objectives of T2020 or otherwise acts in a way that damages the reputation of T2020.
- iv) such Partner ceases to fulfil the Eligibility Criteria or any of them.

- 10.3** In the event that any Partner's involvement in T2020 should be terminated in the circumstances anticipated in Clause 10.2 it shall work in good faith with the Lead Partner to select a replacement partner which enables ongoing satisfaction of the Eligibility Criteria, such replacement partner to be subject to the approval of all remaining Partners.

11. INTELLECTUAL PROPERTY

It is acknowledged and agreed by and between the Partners that intellectual property rights will be created in the training prototypes, the digital portal 'App' and other materials created in the course of T2020. The Partners agree that all rights in such materials shall vest absolutely in the Lead Partner, the Evaluation Partner, the Digital Partner or any other party who creates the same, as the case may be, subject to retaining a non-exclusive right for the Partners to use the same for their own purposes, free of any charge, throughout the world, in perpetuity (as the same may be subsequently adapted or updated in any way whatever).

12. GOVERNING LAW

This Agreement shall be interpreted and construed in all respects accordance with English law and, subject always to the provisions of Clause 13, any dispute arising hereunder shall be subject to the non-exclusive jurisdiction of the English courts to which the parties hereby submit.

13. DISPUTE RESOLUTION

- 13.1** Any dispute arising out of or in connection with this Agreement which cannot be settled amicably shall be referred for arbitration under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The Emergency Arbitrator Provisions shall not apply.
- 13.2** Arbitration carried out pursuant to the provisions of this Clause shall be carried out in London and conducted in English.
- 13.3** Any award handed down by the arbitrator shall be final and binding on the Partners who are party to the arbitration.

14. WARRANTY

- 14.1** The Partners hereby each warrant and represent to the others that they are fully familiar with the Eligibility Criteria and shall not take any action or omit to take any action which could in any way jeopardise the availability of the Funding or cause it to be withdrawn in whole or in part.
- 14.2** Without limitation to the foregoing any Partner which causes the Funding (or any part of it) to be withdrawn shall reimburse all and any part of the Funding it has received up to that date and shall not be entitled to any further share of any Funding that may have been awarded..

15. CONFIDENTIALITY

- 15.1** The parties acknowledge and agree that their position as Partners will give them access to information about T2020 and each other which may be of a confidential nature (**Confidential Information**).
- 15.2** The parties agree that while they remain Partners and thereafter they will:
- 15.2.1** keep all of Confidential Information secret and confidential
- 15.2.2** not disclose any Confidential Information except to officers, directors, employees, professional advisers and agents of the Partners and then only to the extent strictly necessary for purposes of T2020 and having stressed the confidential nature of any Confidential Information disclosed.
- 15.3** The obligations in clause 15.2 above will not apply to any Confidential Information that:
- 15.3.1** is required by law or regulation to be disclosed, but then only to the extent and for the purpose of complying with that law or regulation;
- 15.3.2** is disclosed in response to a valid order of a court or other competent body, but then only to the extent of and for the purpose of complying with that order, and only if the party so disclosing first notifies the Partner to whom the Confidential Information belongs of the order as soon as reasonably possible after he becomes aware of that order;

- 15.3.3** is disclosed with the written permission of a Partner, and in compliance with any terms or conditions imposed by that Partner regarding that disclosure;
- 15.3.4** is in the public domain, or that enters the public domain through no fault of the party disclosing, or anyone to whom the party disclosing has directly or indirectly disclosed the Confidential Information;
- 15.3.5** is or was obtained by the Partner disclosing, with permission to disclose, from a third party not subject to a duty of confidentiality or any restriction on use in respect of that information; or
- 15.3.6** was lawfully in the possession of the Partner disclosing, free of any duty of confidence and any restriction on its use or disclosure before the date of this Agreement.

16. NO PARTNERSHIP

Notwithstanding the designation of the parties to this Agreement as partners nothing contained herein shall be deemed to constitute or create a formal partnership between the parties hereto or any of them.

17. ASSIGNMENT

No Partner may assign or transfer or purport to assign or transfer any of its rights or obligations hereunder to any other party.

19. WAIVER

No waiver by any Partner or Partners of any breach or non fulfilment by any other Partner or Partners of any provision of this Agreement shall be deemed to be a waiver of any subsequent or other breach of that or any other provision and no failure to exercise or delay in exercising any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy. The rights and remedies of the parties in this Agreement are cumulative

20. ENTIRE AGREEMENT

This Agreement including the schedules hereto and any documents in Agreed form constitutes the entire agreement between the Partners with respect to the subject matter hereof and supersedes and extinguishes all previous agreements, representations and warranties.

21. NOTICES

Any notice to be given pursuant to this Agreement shall be given in writing and shall be properly given if delivered personally or sent by first class recorded post or by email. The address for service of notice shall be the address of the party on whom notice is served specified in this Agreement or such other address or email address as any Partner may have notified to the other parties as its address for service of notices hereunder. Notices shall be deemed properly served in the case of personal service at the time of delivery, in the case of delivery by post on actual receipt or two business days after proof of posting if later, in the case of email delivery on transmission.

22. VARIATIONS

No modifications may be made to this Agreement unless made in writing and signed by or on behalf of all parties hereto.

IN WITNESS the parties or their representatives have set their hands the day and year first above mentioned.

SIGNED for and on behalf of)
THE INTERNATIONAL YOUTH)
FOUNDATION)_____

SIGNED for and on behalf of)
GRAFENEGG)
KULTURBETRIEBSGES.M.B.H.)_____

SIGNED for and on behalf of)
ORGANISMOS MEGAROU MOUSSIKIS)
THESSALONIKIS)_____

SIGNED for and on behalf of)
FONDAZIONE CONCORSO PIANISTICO)
INTERNAZIONALE FERRUCCIO BUSONI)_____

SIGNED for and on behalf of
PALAIS DES DES BEAUX-ARTS DE BRUXELLES -
PALEIS VOOR SCHONE KUNSTEN)
)_____

SIGNED for and on behalf of)
IDRYMA SYMFONIKI ORCHISTRA)
KYPROU)_____

SIGNED for and on behalf of)
HUDOBNÉ CENTRUM (MUSIC CENTRE SLOVAKIA))_____

SIGNED for and on behalf of)
CULTURE ACTION EUROPE)_____

SIGNED for and on behalf of)
JOHN GOOD LIMITED)_____

SCHEDULE 1

PARTNERS

Part 1

Lead Partner

The International Youth Foundation	6A Pont Street, London SW1X 9EL, United Kingdom
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Part II

Residency Partners

i) Grafenegg Kulturbetriebsges.m.b.H	Grafenegg 10, 3485 Grafenegg
ii) Organismos Megarou Moussikis Thessalonikis	25th Martiou & Paralia, 54646 Thessaloniki, Greece
iii) Fondazione Concorso Pianistico Internazionale FERRUCCIO BUSONI	Piazza Vicolo Gumer 7 I- 39100 Bolzano / Bozen, Italy

Part III

National Partners

i) Palais Des Beaux Arts De Bruxelles - Paleis voor Schone Kunsten	Ravensteinstraat 23 / rue Ravenstein, B-1000, Bruxelles Belgium
ii) Idryma Symfoniki Orchistra Kyprou	27 Ifigeneias Street, 2007 Strovol, Nicosia, Cyprus
iii) Hudobné Centrum (Music Centre Slovakia)	Michalská 10, 81536 Bratislava, Slovakia

Part IV

Digital Partner

John Good Limited	Court Farm Barns, Medcroft Road, Tackley, Oxfordshire, OX5 3AL United Kingdom.
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Part V

Evaluation Partner

Culture Action Europe	Rue Ravenstein 23, 1000 Brussels, Belgium
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SCHEDULE 2

ABBREVIATED BUDGET

PARTNERS	EXPENDITURE	INCOME
International Youth Foundation / EUYO	€2.460.000	€2.460.000
Grafenegg Kulturbetriebsges. M.b.H	€600.000	€600.000
Organismos Megarou Moussikis Thessalonikis	€250.000	€250.000
Fondazione Concorso Pianistico Internazionale FERRUCCIO BUSONI	€200.000	€200.000
Palais des Beaux-Arts - Paleis voor Schone Kunsten	€40.000	€40.000
Idryma Symphoniki Orchistra Kyprou	€60.000	€60.000
Hudobne Centrum (Music Centre Slovakia)	€22.000	€22.000
Culture Action Europe	€80.000	€80.000
John Good Limited	€20.000	€20.000
TOTAL BUDGET	€3.732.000	€3.732.000

SCHEDULE 3

PARTNER FINANCIAL COMMITMENTS AND PLANNED PAYMENT SCHEDULE

TABLE A
PARTNER FINANCIAL COMMITMENTS

Partner	Financial contribution
International Youth Foundation / EUYO	€ 1.230.000
Grafenegg Kulturbetriebsges. M.b.H	€ 300.000
Organismos Megarou Moussikis Thessalonikis	€ 125.000
Fondazione Concorso Pianistico Internazionale FERRUCCIO BUSONI	€ 100.000
Palais des Beaux-Arts - Paleis voor Schone Kunsten	€ 20.000
Idryma Symphoniki Orchistra Kyprou	€ 30.000
Hudobne Centrum (Music Centre Slovakia)	€ 11.000
Culture Action Europe	€ 40.000
John Good Limited	€ 10.000
TOTAL BUDGET	€ 1.866.000

TABLE B
PLANNED PAYMENT SCHEDULE

PLANNED GRANT PAYMENT SCHEDULE				
Partner	Pre-finance amount	Date Pre-finance is to be received	Balance	Date balance is to be received
International Youth Foundation / EUYO	€ 615.000	Nov-14	€ 615.000	Dec-15
Grafenegg Kulturbetriebsges. M.b.H	€ 150.000	Nov-14	€ 150.000	Dec-15
Organismos Megarou Moussikis Thessalonikis	€ 62.500	Nov-14	€ 62.500	Dec-15
Fondazione Concorso Pianistico Internazionale FERRUCCIO BUSONI	€ 50.000	Nov-14	€ 50.000	Dec-15
Palais des Beaux-Arts - Paleis voor Schone Kunsten	€ 10.000	Nov-14	€ 10.000	Dec-15
Idryma Symphoniki Orchistra Kyprou	€ 15.000	Nov-14	€ 15.000	Dec-15
Hudobne Centrum (Music Centre Slovakia)	€ 5.500	Nov-14	€ 5.500	Dec-15
Culture Action Europe	€ 20.000	Nov-14	€ 20.000	Dec-15
John Good Limited	€ 5.000	Nov-14	€ 5.000	Dec-15
TOTAL BUDGET	€933.000			