

SLOVENSKI GLEDALIŠKI INŠTITUT – Slovenian Theatre Institute (SLOGI), established in Ljubljana, Slovenia (SI); Address: Mestni trg 17, 1000 Ljubljana, Slovenia; Statutory Registration No.: 5985854000; Tax No.: SI 52285944, hereinafter referred to as the »PROJECT LEADER«, represented for the purposes of the signature of this Cooperation Agreement by Mojca Jan Zoran, M.A., Director THE THEATRE INSTITUTE – Divadelný ústav, established in Bratislava, Slovakia (SK); Address: Jakubovo námestie 12, 813 57 Bratislava 1, Slovakia; Statutory Registration No.: 00164691; VAT No.: 2020829921, hereinafter referred to as the »(DÚ)«, represented for the purposes of the signature of this Cooperation Agreement by Mgr.art. Vladislava Fekete, ArtD, General Director INSTYTUT ADAMA MICKIEWICZA – Adam Mickiewicz Institute, established in Warszawa, Poland (PL); Address: 25 Mokotowska Street, 00-560 Warszawa, Poland; Statutory Registration No.: RIK 70/2006; VAT No.: 701-00-10-966, hereinafter referred to as the »(AMI)«, represented for the purposes of the signature of this Cooperation Agreement by Krzysztof Olendzki, Ph.D., Director

Collectively referred to as the »Parties«,

whereas the Parties have taken into consideration the criteria laid down in the EACEA programme CREATIVE EUROPE, Culture Sub-programme (2014-2020) – Support for European Cooperation projects 2019, Call Reference EACEA EACEA/34/2018, Category 1 - Smaller scale cooperation projects, therefore

HAVE AGREED

To the terms and conditions established in this

COOPERATION AGREEMENT

For the project entitled

»CLASSICS IN THE GRAPHIC NOVEL« (CGN)

ARTICLE 1.1 – DEFINITIONS

1.1.1 »Agreement« constitutes the entire cooperation agreement and understanding between the Parties in connection with designing, managing, implementing and financing the project entitled »CLASSICS IN THE GRAPHIC NOVEL« (hereinafter referred to as the »CGN«), including the following Annexes:

- Annex I – Description of the project »CGN«;
- Annex II – Budgetary and financial framework of the project »CGN«;

Which form an integral part of this Cooperation Agreement.

1.1.2 »Party« or »Parties« constitutes a party or parties to this Agreement, including any other legal entity who becomes a Party in accordance with Articles of this Agreement.

1.1.3 The Project Leader is SLOGI, Ljubljana, Slovenia and the Partners of this Agreement are:

- DÚ, Bratislava, Slovakia and

- AMI, Warszawa, Poland.

1.1.4 The legal entities referred to as the »Project Leader«, »Partner«, »Beneficiary(-is)« are for the purposes of this Agreement identified the same as in EACEA programme Creative Europe, Culture Sub-programme (2014-2020) – Support for European Cooperation projects 2019 – Category 1 - Smaller scale cooperation projects;

1.1.5 »EACEA« is for purposes of this Agreement abbreviation for Education, Audiovisual and Culture Executive Agency, acting under powers delegated by the Commission of the European Union;

1.1.6 »Grant Agreement« for the purposes of this Agreement represents the European Union grant, awarded for the Project.

ARTICLE 2.1 – DURATION OF THE PROJECT

2.1.1 The Project and the period of eligibility of costs shall begin on **1st November 2019** (the starting date of the project) and shall end on **30th June 2023** (the closing date of the Project).

ARTICLE 2.2 – OBJECTIVES OF THE PROJECT

2.2.1 The Project aims to bring closer European drama classics to young Europeans, to raise interest in general public for European arts (literary, visual and theatre) and European cultural heritage (theatre history) as well to enable broader access to this arts and heritage, to contribute to a better understanding of European identity and foster cross-border cooperation and creative partnerships among institutions and individuals directly and indirectly involved, through focussing on the act of transformation of selected European drama classics in the author graphic novel, its application in the classroom and establishing creative partnerships among artist and teachers.

ARTICLE 2.3 – WORK PROGRAMME

2.3.1 As a part of the Project, the Parties shall, as clearly decrypted in Annex I, carry out the following activities, which shall be implemented in order to achieve the Project's goals and objectives:

Organise partners and residential meetings during duration of the project in Slovenia, Slovakia and Poland, and Skype conferences, due to advancement of project's coordination, dissemination, exchange of experiences, preparation and realization of graphic novel, pedagogical programmes in the classroom and virtual exhibition;

select three European drama classics and prepare, design and publish set of three author graphic novels of selected European drama classics in each national language of the partners;

prepare in cooperation with a secondary school a pedagogical programme/workshop in a classroom, using produced graphic novel as a tool;

present project and project activites on websubsites of partners;

prepare virtual exhibition "CGN";
publish and disseminate findings about the "CGN" on websubsites of partners and in media;
ensure staff and outworkers to complete the agreed tasks.

2.3.2 As a part of the Project, each Party shall, as clearly decrypted in Annex I, carry out the following tasks:

- SLOGI (project leader):
ensure and facilitate meeting, workshops and creative residency in Slovenia and cooperate at the preparation of other partner and residential meetings in partner countries;
coordination of the project;
financial overview of the project;
kick-off meeting facilitator;
dissemination tasks;
arrangements and compliance with the authors's rights of selected materials;
coordination with other Parties in common Editorial Board, deciding on substantive and operative matters of the project;
selection of author/graphic novel drawer, preparation, production and distribution of one author graphic novel and accompanying text in Slovenian language;
cooperation with selected secondary school/focus group by the preparation of the cartoon strip;
adaptation of two author graphic novels from other partners for its own country;
cooperation at the designing and preparation of the entire set of graphic novels;
production and distribution of the set of graphic novels in Slovenian language in Slovenia;
preparation and design of virtual exhibition "CGN" in English language;
in cooperation with a secondary school designing and carrying out a pedagogical programme/workshop in a classroom, using his produced author graphic novel as a tool;
setting up a project subsite on the website of the partner;
PR activities on the project outputs;
preparation of Final Report;
audience insight and development;

implementation of other tasks agreed upon the partners.

- DÚ (partner):

ensure and facilitate meeting, workshops and creative residency in Slovakia and cooperate at the preparation of other partner and residential meetings in partner countries;

arrangements and compliance with the authors's rights of selected materials;

coordination with other Parties in common Editorial Board, deciding on substantive and operative matters of the project;

selection of author/graphic novel drawer, preparation, production and distribution of one author graphic novel and accompanying text in Slovak language;

cooperation with selected secondary school/focus group by the preparation of the graphic novel;

adoption of two author graphic novels from other partners for its own country;

cooperation at the designing of the entire set of graphic novels;

production and distribution of the set of graphic novels in Slovak language in Slovakia;

cooperation at the preparation of virtual exhibition "CGN" in English language;

in cooperation with a secondary school designing and carrying out a pedagogical programme/workshop in a classroom, using his produced author graphic novel as a tool;

setting up a project subsite on the website of the partner;

PR activities on the project outputs;

reporting to the Project Leader;

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cooperation at the preparation of Final Report;

audience insight and development;

implementation of other tasks agreed upon the partners.

- AMI (partner):

ensure and facilitate meeting, workshops and creative residency in Poland and cooperate at the preparation of other partner and residential meetings in partner countries;

arrangements and compliance with the authors's rights of selected materials;

coordination with other Parties in common Editorial Board, deciding on substantive and operative matters of the project;

selection of author/graphic novel drawer, preparation, production and distribution of one author graphic novel and accompanying text in Polish language;

cooperation with selected secondary school/focus group by the preparation of the graphic novel;

adoption of two author graphic novels from other partners for its own country;

cooperation at the designing of the entire set of graphic novels;

production and distribution of the set of graphic novels in Polish language in Poland;

cooperation at the preparation of virtual exhibition "CGN" in English language;

in cooperation with a secondary school designing and carrying out a pedagogical programme/workshop in a classroom, using his produced author graphic novel as a tool;

setting up a project subsite on the website of the partner;

PR activities on the project outputs;

reporting to the Project Leader;

cooperation at the preparation of Final Report;

audience insight and development;

implementation of other tasks agreed upon the partners.

ARTICLE 2.4 – FINANCIAL FRAMEWORK

2.4.1 The total eligible costs of the Project for EU funding are estimated at **EUR 333.000,00**, as shown in the estimated budget in Annex II.

2.4.2 The Beneficiaries shall (as shown in the Annex II) for the Project contribute the following shares in working hours and funds amounting to about:

a) SLOGI (project leader): EUR 75.000,00;

b) DÚ (partner): EUR 30.000,00;

c) AMI (partner): EUR 30.000,00.

2.4.3 The project leader and partners shall in accordance with the EACEA Grant Agreement and its final amount for the Project agree upon appropriate arrangements between themselves for the proper performance of the Project, including the establishment and maintenance of an estimated budget of costs per beneficiary.

2.4.4 When carrying out the Project, the project leader reserves in agreement with the partners the right to adjust the estimated budget by transfers between headings of eligible costs, provided that adjustment of expenditure does not affect the implementation of the Project and the transfer between headings does not exceed 10% of the amount of each heading of estimated eligible costs

for which the transfer is intended, and without exceeding the total eligible costs indicated in paragraph 2.5.2.

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2.4.5 Each Party shall pre-finance the last part of the Project, in financial amount only and in equal % shares, in agreement with other the Parties and through its own resources or by means of independent fundraising for grants / sponsorship / donations. Parties' pre-financed share shall be reimbursed upon completion of their agreed responsibilities and EACEA reimbursement, in total or in equal % shares of the partial EACEA reimbursement.

2.4.6 The Parties shall be held liable and reimburse EACEA for all mutually agreed activities and/or costs, found non-eligible under EACEA Call Reference 34/2018, in equal % shares or financial amount and notwithstanding the completion of the Project.

ARTICLE 2.5 – PAYMENT ARRANGEMENTS AND ELIGIBILITY OF COSTS

2.5.1 Payments shall be made by the project leader to each partner under the terms and conditions set out in the EACEA Grant Agreement. However, the project leader reserves the right to temporarily suspend the payments to the partner(-s), due to non-compliance with the provisions set out in this Agreement or in event if partner(s) shall not deliver appropriate supporting documents upon request by the project leader or due to suspicion that expenses in the correspondent statements are not eligible or if there is any other suspicion of irregularity and/or non-compliance committed by a beneficiary(-is) in the implementation of this Agreement or EACEA Grant Agreement.

2.5.2 Eligible (direct or indirect) costs of the Project are those costs which, with due regard for the terms and conditions set out in the EACEA Grant Agreement, constitute as such.

ARTICLE 2.6 – ROLE AND OBLIGATIONS OF THE PROJECT LEADER AND THE PARTNERS

2.6.1 The project leader shall:

- a) coordinate the Project activities;
- b) have full responsibility for ensuring that the Project is implemented in accordance with this Agreement;
- c) be the intermediary for all communication between the partners and the EACEA;
- d) be responsible for supplying all documents and information to the EACEA which may be required under this Agreement and the EACEA Grant Agreement, in particular in relation to the requests for payment and shall not delegate any part of this task to the partners or to any other Party;
- e) inform the Parties and the EACEA of any event of which the project leader is aware that is liable to substantially affect the implementation of the Project;
- f) inform the EACEA of transfers between headings of eligible costs;
- g) establish the payment requests on behalf of the partners, in accordance with this Agreement, the EACEA Grant Agreement and the actual costs incurred;

- h) as sole recipient of payments on behalf of all of the beneficiaries, ensure that all the appropriate payments are made to the partners without unjustified delay in accordance with the provisions of this Agreement and EACEA Grant Agreement;
- i) in the event of audits, checks or evaluations be responsible for providing all the necessary documents, including the accounts of the co-beneficiaries, the accounting documents and signed copies of sub-contracts;
- j) send a copy of the Grant Agreement to each co-beneficiary without delay;
- k) provide overall administrative and technical support.

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2.6.2 The partners shall:

- a) organise, manage, coordinate and evaluate its own project activities;
- b) ensure the PR and accounting of its own project activities;
- c) promptly supply the project leader with the needed data for drawing up the reports, financial statements and other documents, provided for in this Agreement and in the Grant Agreement, in english language;
- d) ensure that all information to be provided to the EACEA is sent via project leader, unless where the Grant Agreement shall specifically stipulate otherwise;
- e) inform the project leader immediately of any event liable to substantially affect or delay the implementation of the Project;
- f) inform the project leader of any modification of their individual budget;
- g) supply the project leader with all the necessary documents in english language in the event of audits, checks, evaluations or dissemination of the results, including signed copies of sub-contracts;
- h) preserve all project related documents for 5 (five) years after completion of the project and supply the project leader with them upon request.

ARTICLE 3.1 – PERFORMANCE OF THE AGREEMENT

3.1.1 Each Party shall be solely responsible for taking the necessary steps to obtain any permit or licence required for performance of the Agreement under the laws and regulations in force at the place where the tasks assigned to her are to be executed.

3.1.2 Should the execution of the tasks be directly or indirectly hampered, either partially or totally, by any unforeseen event, action or omission, each Party shall immediately and on its own initiative record it and report it to the project leader and /or other Parties. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Party to ensure full compliance with its obligations under this Agreement. In such an event the Party shall give priority to solving the problem rather than determining liability.

ARTICLE 3.2 – MEANS OF COMMUNICATION

3.2.1 Any communication relating to the Agreement or to its performance shall be made in writing and shall bear the Project title, and if applicable the order form or specific contract number. Any communication is deemed to have been made when it is received by the receiving Party.

3.2.2 Any communication relating to the Agreement shall be sent to the following recipients:

a) for the SLOGI (project leader): Mojca Jan Zoran, Director; E: mojca.jan-zoran@slogi.si; T: +386 1 241 58 00;

b) for the DÚ (partner): Vladislava Fekete, General Director; E: zuzana.ulicianska@theatre.sk, du@theatre.sk; T: + 421 2 20487 102;

c) for the AMI (partner): Joanna Klass, Theatre and Dance Programs; E: jklass@iam.pl; T: + 48 22 44 76 193.

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ARTICLE 3.3 – LIABILITY

3.3.1 Each Party shall be solely responsible for complying with any legal obligations incumbent on it.

3.3.2 In the event of a breach by a Party (Defaulting Party) of its obligations under this Agreement which is irremediable or which is not remedied within 30 calendar days of a written notice from the project leader, the other Parties may, upon terms and conditions set out in the EACEA Grant Agreement, decide to terminate this Agreement with respect to the Defaulting Party. The rights granted to the Defaulting Party by the other Parties under the Agreement shall cease after such termination has been taken place and the work of the Defaulting Party shall be assigned to one or several Parties of the Agreement, if consistent with the terms and conditions set out in the EACEA Grant Agreement. The Defaulting Party shall be responsible for and pay all reasonable direct cost increase of other Parties resulting from the termination of the Agreement with respect to this Defaulting Party.

3.3.3 Each Party hereby confirms that is fully eligible in accordance with the criteria set out in the EACEA Call Reference 34/2018 and has the financial and operational capacity to carry out the proposed action and has not received any other Union funding for carrying out the project, submitted to the EACEA grant application upon Call Reference 34/2018; is not bankrupt or subjected to insolvency or winding up procedures; its assets are not being administered by a liquidator or by court; it is not in arrangement with creditors; its business activities are not suspended and is not in any analogous situation arising from a similar procedure provided for under national legislation or regulations; it has not been established by a final judgement or a final administrative decision that the Party in breach of its obligations relating to the payment of taxes or social security contributions or is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence; it has not been established by a final judgement that the Party is guilty of fraud or corruption or participation in a criminal organisation or money laundering or terrorist financing or

terrorist-related offences or offences linked to terrorist activities or child labour or other forms of trafficking in human beings; it has not shown significant deficiencies in complying with the main obligations in the performance of a contract, a grant agreement or a grant decision financed by the EU budget, which had led to its early termination or to the application of liquidated damages or other contractual penalties or been discovered as such by an Authorising Officer or OLAF or the Court of Auditors;

ARTICLE 3.4 - CONFLICT OF INTERESTS

3.4.1 The Parties shall take all the necessary measures to prevent any situation of conflict of interest.

3.4.2 Each Party declares that it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain and has not accepted and will not accept any advantage, financial or in kind, to or from any Party whatsoever, when such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in so far as it serves as an incentive or reward relating to the performance of the Agreement.

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ARTICLE 3.5 – CONFIDENTIALITY

3.5.1. The Parties shall treat with confidentiality any information and documents, in any form, disclosed in writing or orally in relation to the performance of the Agreement and identified in writing as confidential.

3.5.2 The confidentiality obligation set out in paragraph 3.5.1 shall be binding for the Parties during the performance of the Agreement and during the period of five (5) years starting from the date of the Agreement execution, unless:

- (a) the disclosing Party agrees to release the other Party from the confidentiality obligation earlier;
- (b) the confidential information becomes public through other means than in breach of the confidentiality obligation, through disclosure by the Party bound by that obligation;
- (c) the disclosure of the confidential information is required by national or Union law.

ARTICLE 3.6 – PROCESSING OF PERSONAL DATA

3.6.1 Each Party agrees that all personal data of whatever nature or form as is disclosed to a Party in connection with or in the framework of the Agreement shall be protected and processed in accordance with national laws and EU regulations. Such data shall be processed by the Parties solely for the purposes of the performance, management and monitoring of the Agreement without prejudice to its possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law.

3.6.2 The Parties shall have the right to access their personal data and the right to rectify any such data. The Party should address any queries concerning the processing of its personal data to the other Parties.

3.6.3 The Parties shall grant personnel access to the data to the extent strictly necessary for the performance, management and monitoring of the Agreement.

3.6.4 The Parties must adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned.

ARTICLE 3.7 – VISIBILITY OF UNION FUNDING

3.7.1, Any communication or publication related to the “CGN” project, made by any Party jointly or individually, including at any related organized events or in any information or promotional materials (such as brochures, leaflets, posters, presentations, etc.), shall indicate that the “CGN” project has received funding from the Union and shall display the European Union emblem, according to the European Union publicity provisions on information on Union funding and use of European Union emblem.

ARTICLE 3.8 – SUBCONTRACTING

3.8.1 For the purposes of this Agreement »subcontracting« shall mean any service provided by an external body, organisation or individual, in return for payment. Subcontracting shall concern only supporting activities.

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3.8.2 Any service provided by an associated partner of the beneficiary (-is) shall be considered as subcontracting. Notwithstanding the aforementioned definition, the following services shall not be considered as subcontracting (irrespective of the link these persons have with the beneficiary (-is)):

- a) artist fees;
- b) fees for speakers;
- c) fees for staff members of one of the beneficiary(-is) organisations;
- d) services provided by a public body;
- e) travel, local transport, subsistence costs (accommodation and daily rate);
- f) depreciation for purchase of equipment necessary for the activity.

3.8.3 The total costs for subcontracting may not exceed the limit, set out in EACEA Call Reference 34/2018.

3.8.4 The Parties remain responsible for the conception and the development of the Project, the attainment of its objectives, the implementation of the work programme and the use of appropriate tools.

3.8.5 The Parties must clearly document the tendering procedure, submit a copy of the relevant documents together with the final report at the end of the action and retain them for audit purposes.

ARTICLE 3.9 - IP RIGHTS

3.9.1 The Parties grant each other the non-exclusive, non-transferable, non-sub licensable, irrevocable and royalty-free right of use to the protectable and non-protectable work and /or work results generated under the Project.

3.9.2 Each Party shall have sole responsibility to comply with all obligations under copyright law, including obtaining and complying with all required licenses and permissions and paying all license fees, royalties and other costs related to the Projects' work and/or work results. By signing this Agreement each Party guarantees ownership of the used work(s) and all rights in and to all portions of the work, whereas the work does not violate or infringe on any personal or proprietary rights of others and contains nothing libellous or otherwise contrary to law or any agreement between the each Party and any third party. Furthermore each Party guarantees that neither the engagement nor any materials provided in connection with the engagement in the Project shall infringe or violate the copyright, patent, trademark, trade secret or any other right of any third party, and no additional permissions, clearances, assignments or licenses are necessary for using the materials in the Project. Subject to the foregoing, each Party guarantees that all copyrights or similar permissions or licenses that may be necessary for using, reproducing, (re)publishing, distributing and exploitation materials in/for the Project and/or for dissemination off the Projects' objectives and results have been obtained and shall provide documentation to the Project Leader of such permissions upon request if needed.

ARTICLE 4.1 – AMENDMENTS

4.1.1 Requests for amendments of the Agreement shall be submitted by interested Party to the project leader in writing.

4.1.2 All amendments or changes to the Agreement shall be valid only if made in writing and signed by an authorised signatory of each Party.

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4.1.3 Accession to the Agreement by any additional or new Party is allowed only if consistent with terms and conditions, set out in EACEA Grant Agreement and if other Parties agree to such amendment. The new Party shall be obliged to sign the accession contract and thereby agree to be bound by the terms of the Agreement with effect from the date of its accession to the Agreement.

4.1.4 The amendments to the Agreement may not have the purpose or the effect of making changes to the Agreement which might call into question the decision awarding the EACEA grant or result in unequal treatment of the Parties.

ARTICLE 4.2 – ASSIGNMENT

4.2.1 No Party shall assign or transfer any of its rights and obligations under this Agreement. In the event of failure to observe the terms thereof, the assignment and/or transfer of rights and/or obligations by one of the Parties shall not be enforceable against the other Parties and shall have no effect on them.

ARTICLE 4.3 – FORCE MAJEURE

4.3.1 'Force majeure' means any unforeseeable and exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part or on the part of subcontractors and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties, cannot be invoked as force majeure.

4.3.2 A Party faced with force majeure shall formally notify the project leader and/or other Party without delay, stating the nature, likely duration and foreseeable effects.

4.3.3 The Party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where the Party is unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.

4.3.4 The Parties shall take all the necessary measures to limit any damage due to force majeure.

ARTICLE 4.4 – SUSPENSION

4.4.1 The project leader, in agreement with the co-beneficiaries, may suspend implementation of the Project if exceptional circumstances make it impossible or excessively difficult, notably in the event of force majeure. The project leader shall inform the EACEA without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

4.4.2 If the EACEA does not terminate the Agreement, the Parties shall resume implementation once circumstances allow and the project leader shall inform the EACEA accordingly.

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ARTICLE 4.5 – TERMINATION OF THE AGREEMENT

4.5.1 Each Party may under terms, conditions and consequences, set out in the EACEA Grant Agreement, request to terminate its own participation in the Project and consequently in the Agreement (Terminating Party).

4.5.2 No Party shall revoke the Agreement without prior replacement with a new partner, fully eligible in accordance with the criteria set out in the EACEA Call Reference 34/2018, operational and financial capable to carry out the Project, with sufficient and professional human resources team. The replacement of a partner is the sole responsibility of the Terminating Party. The amendment to the Agreement with the new partner of the project must be concluded before final termination of the Agreement by the Terminating Party and in agreement with the other Parties of the Agreement. The Terminating Party shall be responsible for and pay all cost increase and/or unforeseeable costs of other Parties resulting from the termination of the Agreement with respect to the Terminating Party. The Terminating Party shall be held liable for any loss or damage sustained in performance of the Agreement and/or project due to termination of the Agreement.

4.5.3 If the Project shall not receive the EACEA grant award, the Parties may alter or suspend the Project, if circumstances make its implementation impossible and / or excessively difficult.

ARTICLE 4.6 - GOVERNING LAW AND SEVERANCE

4.6.1 The activities contemplated by this Agreement are subject to any mandatory rules or regulations that are applicable in the countries in which the activities by Parties occur. Nothing in this Agreement shall be deemed to be an agreement to violate such rules or regulations. To the extent any such rules or regulations forbid or restrict any of the activities contemplated hereunder, the Parties agree that this Agreement shall not obligate either Party to conduct such activity. Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

4.6.2 Any matter relating to the interpretation and application of the Agreement which is not covered by its terms shall be resolved by reference to the law of the Republic of Slovenia.

ARTICLE 4.7 - DISPUTE RESOLUTION

4.7.1 All disputes arising in connection with this Agreement will be resolved by consultation between the Parties. The disputes which cannot be settled amicably shall finally be settled by District Court in Ljubljana, Slovenia.

ARTICLE 4.8 – DURATION OF THE AGREEMENT

4.8.1 – The duration of this Agreement is not equivalent to the duration of the Project, therefore this Agreement is effective as of date of the signatures of the last Party and shall remain in full force and effect until full completion of all contractual obligations of all parties to this Agreement, unless automatically terminated in event of EACEA total refusal.

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ARTICLE 4.9 - COUNTERPARTS

4.9.1 - This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

- ANNEX I – DESCRIPTION OF THE PROJECT

- ANNEX II – BUDGETARY AND FINANCIAL FRAMEWORK OF THE PROJECT

SIGNATURES

For the SLOGI (project leader) Mojca Jan Zoran, M. A.

Director

Done at Ljubljana on _____

For the DÚ (partner) Mgr.art. Vladislava Fekete, ArtD,

General Director

Done at Bratislava on

For the AMI (partner) Krzysztof Olendzki, Ph.D.

Director

Done at Warszawa on
