

Innovating Higher Music Education Through Social Inclusion

# CONSORTIUM AGREEMENT

## 1000+ Concerts • IHMESI

## Table Of Contents

| 1. Consortium Members - Partners Of The Agreement               |    |  |  |
|---|----|--|--|
| 1.1. Lead Partner   |    |  |  |
| 1.2. Cooperation Partners                                       |    |  |  |
| 2. Objectives and Duration                                      |    |  |  |
| 2.1. Objectives of the Consortium Agreement                     | 4  |  |  |
| 2.2. Duration of the Project                                    | 5  |  |  |
| 3. Cooperation Methods And Task Distribution                    | 5  |  |  |
| 3.1. Relation With The European Commission                      | 6  |  |  |
| 3.2. Internal Communication                                     | 6  |  |  |
| 3.2.1. Official Language  | 6  |  |  |
| 3.2.2. Cooperation = Communication                              | 6  |  |  |
| 3.2.3. Contact Persons  | 6  |  |  |
| 3.2.4. Changes Must Be Approved                                 | 6  |  |  |
| 3.3. External Communication And Dissemination                   | 7  |  |  |
| 3.3.1. Mention of the Project name                              | 7  |  |  |
| 3.3.2. Acknowledgment of EU funding                             | 7  |  |  |
| 3.4. Decision Making  | 7  |  |  |
| 4. Tasks Distributions and Responsibilities, Liability          | 8  |  |  |
| 4.1. Active Cooperation   | 8  |  |  |
| 4.2. Travelling Expertise: Exchange and Circulation of Teams    | 9  |  |  |
| 4.3. Shared Communication                                       | 9  |  |  |
| 5. Budget and EU Grant  | 9  |  |  |
| 5.1. Payment of the Grant by the EU to the Project Lead Partner | 10 |  |  |
| 5.2. Transfer of the EU funds to the Partners                   |    |  |  |
| 5.3. Financial Reporting  | 12 |  |  |
| 5.4. Obligation to keep originals for five years                | 13 |  |  |
| 6. Reporting  | 13 |  |  |
| 6.1. Reporting Requirements                                     | 13 |  |  |
| 7. Intellectual Property Rights                                 | 14 |  |  |
| 7.1. Ownership  | 14 |  |  |
| 7.2. Access Rights  | 14 |  |  |
| 7.3. Sensitive Information                                      | 14 |  |  |
| 8. Governing Law, Conflict Resolution                           | 14 |  |  |
| 9. Amendments   | 15 |  |  |
| 10. Data Protection   |    |  |  |
| 11. Miscellaneous   |    |  |  |
| 12. Annexes   |    |  |  |
| 13. Signatures  |    |  |  |

## 1. Consortium Members - Parties Of The Agreement

#### 1.1. Lead Partner

Musethica e.V. Großbeerenstr. 71, 10963 Berlin, Germany Legally represented by Isabel Aguirre Project Leader: Juliette Dufau

Hereinafter referred to as "Lead Partner"

#### 1.2. Cooperation Partners

mdw – University of Music and Performing Arts Vienna Anton-von-Webern-Platz 1, 1030 Wien, Austria Legally represented by Ulrike Sych

Hereinafter referred to as "Partner 2"

Association Européenne des Conservatoires, Académies de Musique et Musikhochschulen (AEC) Avenue des Celtes/Keltenlaan 20 1040 Etterbeek, Brussels, Belgium Legally represented by Deborah Kelleher

Hereinafter referred to as "Partner 3"

Musethica Spain c/ Mariano Barbasán, 11, 5º D, 50006 Zaragoza, Spain Legally represented by Carmen Marcuello

Hereinafter referred to as "Partner 4"

Escola Superior de Música de Catalunya (ESMUC) C/Padilla, 155 (L'Auditori), 08013 Barcelona, Spain Legally represented by Núria Sempere

Hereinafter referred to as "Partner 5"

Musethica Sweden c/o ADAM ALTMEJD SELDER, Södermannagatan 66 lgh 1302, 116 65 Stockholm, Sweden Legally represented by Maria Winiarski Hereinafter referred to as "Partner 6" Sinfonia Varsovia ul. Grochowska 272, 03-849 Warsaw, Poland Legally represented by Dorota Keller-Zalewska

Hereinafter referred to as "Partner 7"

A.V. Nezhdanova Odesa National Academy of Music (ONAM) [formerly Odessa National Music Academy A.V. Nezhdanova (ONMA)] Novosel's'koho St, 63, 65000 Odesa, Ukraine Legally represented by Olena Khil and Iryna Cherniaieva

Hereinafter referred to as "Partner 8"

Stichting Zeister Muziekdagen Zusterplein 20 3703 CB, Zeist Legally represented by Bernadine Ypma Hereinafter referred to as "Partner 9"

Escola Superior de Música e Artes do Espetáculo (ESMAE) Rua da Alegria, 503, 4000-045 Porto, Portugal Legally represented by Paulo Pereira

Hereinafter referred to as "Partner 10"

Hereinafter collectively referred to as the "Partners" or the "Consortium", and individually as a "Partner."

## 2. Objectives and Duration

#### 2.1. Objectives of the Consortium Agreement

The aim of this cooperation agreement is to define and organise the cooperation of all Partners involved in the preparation and implementation of the project titled "1000+ Concerts: Innovating Higher Music Education through Social Inclusion" (hereinafter "Project").

Project number and name: 101172449 — IHMESI Topic: CREA-CULT-2024-COOP-2 — European Cooperation projects Medium Scale Type of action: CREA Lump Sum Grants Project duration: 48 months Grant Authority: European Education And Culture Executive Agency (hereinafter "EACEA")

It is an integral and mandatory part of the project submitted to the EACEA. Yet, its provisions are second to the provisions of the official guidelines and of the <u>Grant</u> <u>Agreement</u>.

#### 2.2. Duration of the Project

The Project has a duration of 48 months. It will start on October 1st, 2024 and end on September 30th, 2028.

The Partners' obligations will not halt at the end of the project. In particular, financial audits can be conducted by the EACEA for a duration of five years after the end of the Project. Any change of legal form, address or persons granted power of decision shall be notified to the Lead Partner in due time.

The Lead Partner must hand the final reports to the EACEA at the latest two months after the end of the Project. As a consequence, the Partners must be prepared to provide the Lead Partner with the correct documentation as stipulated in <u>Grant</u> <u>Agreement</u>, but preferably as soon as their activities are over, without waiting for the end of the Project (see section 6. Reporting). The remaining part of the EU grant is transferred only upon approval of the final report by the EACEA.

This Consortium Agreement terminates when the final payment has been distributed amongst the Partners or the Grant Agreement or a Partner's participation in the Grant Agreement terminated.

## 3. Cooperation Methods And Task Distribution

Cooperation is the core of the Project. Each Partner commits itself to share knowledge and power with the Consortium, commits to invest time for collective thinking, and finally to accept the risks inherent to the development of new methods and practices.

This exciting challenge has to be organised so that each Partner's basic obligations are clearly delineated. All additional cooperation initiatives are welcome, provided that their eventual financial consequences are submitted to, and accepted by the Lead Partner and the EACEA, if applicable.

The Partner's tasks and responsibilities during the preparation, implementation and evaluation of the Project are defined in the official Project description (Part B).

Each Partner undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by German law.

#### 3.1. Relation With The European Commission

As Lead Partner, Musethica e.V. shall be responsible for submitting the application and for all communication with the EACEA. Partners may not contact the EACEA directly, all questions and contacts need to be submitted through the Lead Partner.

Each Partner undertakes to promptly notify the Lead Partner and the Working Group Lead Partner, in accordance with the governance structure of the Project, of any significant information, fact, problem or delay likely to affect the Project.

## 3.2. Internal Communication

3.2.1. Official Language

The Project will be coordinated and operated in English. All communication towards and between the Partners shall be in English or translated into English.

3.2.2. Cooperation = Communication

With the signature of this agreement, all Partners commit themselves to regularly communicate with the Lead Partner and with the other Consortium members throughout the Project.

Communications and requests for action from the Lead Partner will be answered or acted upon without delays. If a delay is necessary to answer the request, the Partner must at least acknowledge the message and provide a time frame for its answer.

All changes, challenges and possible problems must be shared without delay with the Lead Partner since lack of disclosure or late disclosure of such issues may result in problems and very high costs for the overall project, not only to the Partner concerned. Often the Lead Partner will be able to suggest solutions or discuss issues with the EACEA before serious damage has occurred.

## 3.2.3. Contact Persons

All Partners agree to have two persons (one main contact, and one "backup" in case of absence) in their organisation responsible for the communication with the Lead Partner and the other Partners concerning the Project.

All Partners as well as the Lead Partner ensure their ongoing participation in the Project until the final report has been accepted by the EACEA and the final amount of the grant has been paid out, regardless of changes in personnel and/or elections in their organisation. They all agree to immediately inform all Partners about changes of personnel and legal representatives which will affect the communication about or the implementation of the Project.

If the contact person has to leave for a long period, a temporary contact must be designated, and its name communicated.

#### 3.2.4. Changes Must Be Approved

All Partners agree to immediately inform the Lead Partner about changes of dates, changes of type or name of activity, change of legal status as well as any changes that might affect the proper execution of this Agreement or the Project since such changes to the planned activities must be submitted to the EACEA in writing for prior approval. No changes having the effect of altering the main concept of the planned activities are allowed.

Since the consequence of not informing the European Union about such changes may result in a reduced EU grant, financial loss or failures due to non-reporting of such changes are to be paid, in full, by the concerned Partner. In this case, the EU grant paid to the respective Partner will be reduced accordingly, and further costs will be duly invoiced.

#### 3.3. External Communication And Dissemination

The activities developed in the Project are partly financed by the EU Creative Europe grant. The activities must therefore clearly appear as being part of the Project and being strongly supported by the EACEA.

#### 3.3.1. Mention of the Project name

All texts about the activities must include the title and subtitle "1000+ Concerts: Innovating Higher Music Education through Social Inclusion" and all graphic documents must include the logo of the Project. A set of official logos as well as recommendations for their use will be provided by the Lead Partner. The official website address will have to be clearly visible on all communication supports.

## 3.3.2. Acknowledgment of EU funding

All Partners are required to acknowledge EU support in all texts and publications related to the Project, and the EU-approved logo must be used in all graphic documents. Expenses for communication products that do not include mention of EU support will be considered ineligible costs.

By signing this Agreement, all Partners agree to clearly indicate in all communications (including websites, printed materials, media, etc.) that the Project is supported by the European Union's Creative Europe Programme.

Detailed texts and guidelines for communication, as defined by the EU, will be provided by the Lead Partner.

#### 3.4. Decision Making

3.4.1. The Lead Partner is the legal entity acting as the intermediary between the Partners and the Granting Authority. The Lead Partner shall, in addition to its responsibilities as a Partner, perform the tasks assigned to it as described in the Grant Agreement and this Consortium Agreement.

3.4.2. Changes to Annex 1 and/or 2 of the Grant Agreement, entry of a new Partner or withdrawal of a Partner and changes of the Lead Partner must be approved by at least 51% of the Partners. A Partner has been declared to be defaulting may not vote.

A Partner which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by such a decision may exercise a veto with respect to the corresponding decision or relevant part of the decision.

In case of major changes to the Project, having an effect on all Partners or on the implementation of the Project by all Partners, the Partners shall consult on further handling and try to reach a majority decision on such changes. For avoidance of doubt, it is set out that proposals of the Granting Authority have to be taken into consideration.

## 4. Tasks Distributions and Responsibilities, Llability

Each Partner is responsible for specific tasks and deliverables as outlined in the Project Proposal (Part B) and Work Plan provided by the Project Lead. All Partners agree to actively contribute and collaborate to achieve the Project's objectives.

No Partner shall be responsible to any other Partner for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, except in case of breach of confidentiality.

A Partner's aggregate liability towards the other Partners collectively shall be limited to the Partner's share of the total costs of the Project as identified in Annex 2 of the Grant Agreement.

A Partner's liability shall not be limited under either of the two foregoing paragraphs to the extent such damage was caused by a wilful act or gross negligence or to the extent that such limitation is not permitted by law.

Each Partner shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Partner's obligations by it or on its behalf under this Consortium Agreement or from its use of Results or Background.

## 4.1. Active Cooperation

Partners must cooperate with each other throughout the program. All Partners will make every effort to assist each other, utilising their knowledge, networks, and resources to help achieve the Project's aims. Partners are committed to responding promptly to requests for help, expertise, or recruitment from other Partners, forwarded to them through the Lead Partner.

#### 4.2. Travelling Expertise: Exchange and Circulation of Teams

All Partners are encouraged to facilitate access to their events and activities for other Partners.

#### 4.3. Shared Communication

All Partners are responsible for promoting all activities included in the Project and the Project as a whole. They must disseminate Results and general reports respecting possible third party rights or confidentiality rules as set out in the Grant Agreement.

The Lead Partner and all Partners are responsible for:

- Communicating about the Project.
- Regularly reporting to the Lead Partner and other Partners.
- Spreading information about other Partners' activities in their own countries.
- Actively recruiting participants for these activities.
- Disseminating the Project's results according to the Grant Agreement and this Consortium Agreement including its Annexes.

## 5. Budget and EU Grant

The total Project budget is 1.708.793,21 EUR. The EU grant amounts 1.000.000,00 €.

Each Partner has been attributed an EU grant corresponding to the funding triggered by its foreseen costs in the <u>Project Financial Plan</u>. The EU grant is distributed among the Partners as follows, with the corresponding percentage of the total grant amount indicated:

| Musethica e.V                 | 31% |
|-------------------------------|-----|
| mdw                           | 26% |
| AEC                           | 1%  |
| Musethica Spain               | 11% |
| ESMUC                         | 5%  |
| Musethica Sweden              | 10% |
| Sinfonia Varsovia             | 7%  |
| ONMA15,967.41 €               | 2%  |
| Stichting Zeister Muziekdagen | 4%  |
| ESMAE                         | 3%  |

The submitted budget must be respected. Deviations of costs must be communicated to the Lead Partner in due time for evaluation.

If the completion of an activity has to be transferred to another Partner along the Project, the corresponding EU grant will be carried along to the new Partner in charge.

#### 5.1. Payment of the Grant by the EU to the Lead Partner

The EU grant will be transferred to the Lead Partner according to the current Creative Europe guidelines and regulations. Payments will be made in accordance with the terms set by the EACEA in the <u>Grant Agreement</u>:

- First prepayment (80% of the global grant) 30 days after signature of the Grant Agreement.
- Final Payment (remaining EU grant, max 20%) after submission, audit and validation of the final report.

#### 5.2. Transfer of the EU funds to the Partners

The Lead Partner will distribute the funds to the Partners according to the agreed budget and upon receipt of the funds from the Programme (see Financial Guidelines). It is agreed that the Lead Partner will not transfer any money to the Partners before having received the corresponding amounts from the EACEA.

The transfer of funds from the Lead Partner to the Partners will occur as set out below and will follow these general rules:

#### YEAR ONE (October 2024 - September 2025)

• First Instalment

 $\rightarrow$  Upon receipt of the funding request from each Partner, indicating the required amount per year (see template)

 $\rightarrow$  Transfer of 80% of the requested amount

• Second Instalment

 $\rightarrow$  Upon submission of detailed technical reporting to the Lead Partner at the end of the first project year

 $\rightarrow$  Transfer of the remaining 20% of the requested sum

#### YEAR TWO (October 2025 - September 2026)

- First Instalment
  - $\rightarrow$  Upon receipt of the funding request from each Partner, indicating the required amount per year (see template)
  - $\rightarrow$  Transfer of 80% of the requested amount

• Second Instalment

 $\rightarrow$  Upon submission of detailed technical reporting to the Lead Partner at the end of the second project year

 $\rightarrow$  Transfer of the remaining 20% of the requested sum

#### YEAR THREE (October 2026 - September 2027)

• First Instalment

 $\rightarrow$  Upon receipt of the funding request from each Partner, indicating the required amount per year (see template)

 $\rightarrow$  Transfer of 80% of the requested amount

• Second Instalment

 $\rightarrow$  Upon submission of detailed technical reporting to the Lead Partner at the end of the third project year

 $\rightarrow$  Transfer of the remaining 20% of the requested sum

#### YEAR FOUR (October 2027 - September 2028)

• First Instalment

 $\rightarrow$  Upon receipt of the funding request from each Partner, indicating the required amount per year (see template)

 $\rightarrow$  transfer of 60% of the remaining total grant sum allocated to the Partner

• Second Instalment

 $\rightarrow$  Upon submission of detailed technical reporting to the Lead Partner at the end of the fourth project year

 $\rightarrow$  transfer of 20% of the remaining total grant sum allocated to the Partner

Final Instalment

 $\rightarrow$  After validation of the Final Project Report by the EACEA and the reception of funds by Lead Partner

→ transfer of **20% of the remaining total grant sum allocated to the Partner** 

#### IMPORTANT NOTE ON PRE FINANCING AND CASH FLOW PLANNING

Please note that up to 20% of the EU funding must be pre-financed by the Partners using their own cash flow. This pre-financing will be reimbursed after the submission of reporting documents to the EACEA and will only be paid after the end of the project, upon acceptance of the report and the transfer of funds by the EU.

Therefore, it is in the Partners' best interest to submit accurate reports as soon as possible after activities have taken place in order to receive their remaining EU funding. In the case of multiple activities, multiple reporting and pre-financing instalments will be organised.

The Lead Partner is entitled to withhold any payments due (a) to a Partner identified by the Lead Partner and the Granting Authority to be in breach of its obligations under this Consortium Agreement or the Grant Agreement or (b) to a Partner which has not yet signed this Consortium Agreement.

The Lead Partner is entitled to recover any payments already paid to a defaulting Partner except its lump sum contributions already accepted by the Granting Authority. The Lead Partner is equally entitled to withhold payments to a Partner when this is suggested by or agreed with the Granting Authority.

The Partners are obliged to use grant contributions exclusively for the purposes defined by the Project, and in accordance with the terms and provisions of the present Consortium Agreement and the Grant Agreement and its Annexes. Grant amounts received in advance and not used by the Partners will be reimbursed to the Lead Partner at the latest 30 days after the end of the project's contractual period.

#### 5.3. Financial Reporting

There is no contractual obligation for the Partners to maintain financial records for the Project. There is no requirement for reporting actual costs or resources. The Partners only need to comply with record-keeping and other legal obligations outside the lump sum Grant Agreement, if any (e.g., under national law or internal procedures).

All Partners will, however, keep documentation to demonstrate that the activities outlined in the <u>Project Work Plan</u> have been carried out, and by whom. This requirement applies to the same technical documentation as for all grants (i.e., there is no additional technical documentation specifically required for lump sum grants). For example, for research activities, all Partners must maintain documentation as required by good research practices, such as lab books, technical documents, prototypes, conference proceedings, and publications. For sessions, all Partners will keep documentation as required.

Furthermore, each project Partner is obliged to abide by the financial regulations of the European Union as stated in the programme guidelines and confirmed in the <u>Grant Agreement</u>. Changes to the rules regulating the Creative Europe programme of the EU can happen during the course of the Project, and will be communicated to the Partners by the Project Lead.

#### 5.4. Obligation to keep originals for five years

All Partners must retain all original receipts related to Project activities (including their own contributions) for a period of five years after the official closure of the Project.

Any financial losses or penalties resulting from faulty reporting, the inclusion of ineligible costs, or the non-acceptance of invoices by the European Commission will be borne entirely by the Partner responsible. Initially, the EU grant paid to the respective Partner will be reduced accordingly. If this reduction does not cover the required repayment, the affected partner must promptly refund the remaining amount to the Lead Partner.

Please note that if any Partner fails to secure their own funding or provide the necessary documentation for the final report, it could jeopardise the entire Project. Consequently, the full amount may need to be refunded to the European Union, which would adversely affect all Partners involved.

## 6. Reporting

The Lead Partner is responsible for the continuous technical reporting towards the EU and for the submission of the final report.

All Partners have to guarantee to provide the Lead Partner with all necessary reports, documentation material and data throughout the Project duration and in due time, as stipulated in <u>Project Management</u> document.

Furthermore, the Partners must keep records and other supporting documents to prove the proper implementation of the action in line with the accepted standards in the respective field.

## 6.1. Reporting Requirements

The reporting requirements as mentioned in the <u>Grant Agreement</u> apply. They include:

- A written account in English based on the provided form. This should explain how the aims of the project were achieved through the specific activities, describe the development, progress, and achievements of the Project (referring to the <u>Project</u> <u>Work Plan</u>), and assess whether the original objectives of the project were met.

- Complementary documentation, such as:

- Electronic copies of products linked and financed by the Project.
- Electronic copies of all supporting documents (attendance lists of events, brochures, leaflets, publications, etc.).
- Press reviews
- Indication of the website address(es) where evidence of publicity can be found

• any further documentation that proves that the Project actually took place, especially media documentation, newspaper articles, videos, recordings of radio and TV reports, etc.

## 7. Intellectual Property Rights

#### 7.1. Ownership

Intellectual property rights arising from the Project will be owned by the Partner(s) who generated the results. Joint ownership will be agreed upon if Results are generated jointly by two or more Partners according to their respective intellectual contributions. If the respective contributions of the Partners cannot be documented, the results shall be owned by the Partners contributing to such creation in equal shares.

Each of the joint owners shall be entitled to use their jointly owned Results for noncommercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), provided that applicable confidentiality commitments are observed.

#### 7.2. Access Rights

Each Partner grants the other Partners non-exclusive, non-transferable Access Rights to use their pre-existing and generated intellectual property for the purpose of carrying out the Project.

Access Rights to a Partner's Result or Background, if needed for exploitation of a Partner's own Results after the Project, shall be granted on reasonable terms in a separate agreement between the Partners in question.

The Partners are aware that further agreements might need to be concluded with view to granting of rights for the proper implementation of the Project and they agree to sign separate agreements if necessary.

## 7.3. Sensitive Information

The Partners must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') – during the implementation of the action and for at least five (5) years after final payment of the grant.

## 8. Governing Law, Conflict Resolution

Any disputes arising from this Agreement will be resolved amicably through negotiation between the Partners. If a resolution cannot be reached, the dispute will be referred to mediation or arbitration under the laws of Berlin, Germany. If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, it shall, upon the filing of a request for arbitration by either Partner, be referred to and finally determined by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Arbitration language shall be English.

The place of arbitration shall be Berlin if not otherwise agreed by the conflicting Partners. The award of the arbitration will be final and binding upon the Partners.

Nothing in this Agreement shall limit the Partners' right to seek injunctive relief in any applicable competent court.

This Agreement is governed by German law, being the law of the Lead Partner's country.

## 9. Amendments

This document may only be amended with the agreement of all Partners. If a Partner is unable to fulfil its tasks or part of its tasks, the associated responsibilities and corresponding budget/EU grant may be reassigned to another Partner by the Project Lead.

Any changes required due to EU regulations or the contract text provided by the European Commission must be accepted by all Partners.

## 10. Data Protection

The Partners shall exchange data exclusively for the purpose of fulfilling this Agreement. Each Partner shall ensure the lawfulness of the data processing and data transfers to the extent it controls them.

The Partners take suitable technical and organisational measures to safeguard the confidentiality and the rights of the data subjects and to ensure a secure transfer method.

The Partners undertake to conclude corresponding further agreements (e.g. pursuant to Art. 26 or 28 GDPR) if necessary.

The Partners are obliged to conclude standard contractual clauses and provide further suitable garanties in case both turn out to be necessary.

## 11. Miscellaneous

11.1. The provisions relating to dissemination as well as for liability, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement. 11.2. No rights or obligations of the Partners arising from this Agreement may be assigned or transferred, in whole to any third party, without the prior formal approval by the other Partners.

11.3. No Partner shall be entitled to act or to make legally binding declarations on behalf of any other Partner. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Partners.

11.4. Nothing in this Agreement shall be deemed to require a Partner to breach any mandatory statutory law under which the Partner is operating.

11.5. If at any time during the existence of this Agreement any provision of this Agreement or the application of any such provision shall be considered invalid, illegal or unenforceable in whole or in part for legal requirements, the validity, legality and enforceability of all other stipulations remain valid and binding to the Partners. In such an event, the invalid, illegal or unenforceable provision shall be replaced by the Partners by a valid, legal or enforceable provision which reflects as closely as possible the invalid, illegal or unenforceable provision.

## 12. Annexes

Below mentioned Annexes form an integral part of this Agreement. In case of discrepancies the Grant Agreement takes precedence over the Consortium Agreement, which is taking precedence over the Annexes as set out below.

| ID | Reference or Related<br>Document | Source or Link/Location                           |
|----|----------------------------------|---|
| 1  | Grant Agreement                  | IHMESI Drive_Project<br>Documents_Legal Documents |
| 2  | Project Description/Part B       | IHMESI Drive Project<br>Documents_Legal Documents |
| 3  | Project Work Plan                | IHMESI Drive_Project<br>Documents_Guidelines      |
| 4  | Project Management               | IHMESI Drive_Project<br>Documents_Guidelines      |
| 5  | Financial Guidelines             | IHMESI Drive_Project<br>Documents_Guidelines      |

## 13. Signatures

We, the undersigned authorised representatives of the Partners, have read and acknowledged the Consortium Agreement for the Project, including all attachments, and agree to all its terms.

In witness whereof, this Consortium Agreement is duly signed by the Partners' authorised representatives on separate signature pages, as of the date first written above.

#### Musethica e.V.

Isabel Aguirre, Executive Director

Place:

Date:

Signature:

In witness whereof, this Consortium Agreement is duly signed by the Partners' authorised representatives on separate signature pages, as of the date first written above.

#### mdw – University of Music and Performing Arts Vienna

Ulrike Sych, Rector

Place:

Signature:

Date:

In witness whereof, this Consortium Agreement is duly signed by the Partners' authorised representatives on separate signature pages, as of the date first written above.

## Association Européenne des Conservatoires, Académies de Musique et Musikhochschulen (AEC)

Deborah Kelleher, President

Place:

Signature:

Date:

In witness whereof, this Consortium Agreement is duly signed by the Partners' authorised representatives on separate signature pages, as of the date first written above.

#### Musethica Spain

Carmen Marcuello, Director

Place:

Date:

Signature:

In witness whereof, this Consortium Agreement is duly signed by the Partners' authorised representatives on separate signature pages, as of the date first written above.

#### Escola Superior de Música de Catalunya (ESMUC)

Núria Sempere, General Director

Place:

Signature:

Date:

In witness whereof, this Consortium Agreement is duly signed by the Partners' authorised representatives on separate signature pages, as of the date first written above.

#### Musethica Sweden

Maria Winiarski, Director

Place:

Date:

Signature:

In witness whereof, this Consortium Agreement is duly signed by the Partners' authorised representatives on separate signature pages, as of the date first written above.

#### Sinfonia Varsovia

Dorota Keller-Zalewska, Deputy Director

Place:

Signature:

Date:

In witness whereof, this Consortium Agreement is duly signed by the Partners' authorised representatives on separate signature pages, as of the date first written above.

## A.V. Nezhdanova Odesa National Academy of Music (ONAM) [formerly Odessa National Music Academy A.V. Nezhdanova (ONMA)]

Iryna Cherniaieva, Vice-rector for scientific and pedagogical work and international relations

Place:

Signature:

Date:

Olena Khil, Rector

Place:

Signature:

Stamp:

Date:

2 Dec 2024

In witness whereof, this Consortium Agreement is duly signed by the Partners' authorised representatives on separate signature pages, as of the date first written above.

#### Stichting Zeister Muziekdagen

Bernadine Ypma, Business Director

Place:

Signature:

Date:

In witness whereof, this Consortium Agreement is duly signed by the Partners' authorised representatives on separate signature pages, as of the date first written above.

#### Escola Superior de Música e Artes do Espetáculo (ESMAE)

Paulo Pereira, President

Place:

Signature:

Date: