

# SHAPING THE FUTURE

## Network for supporting visual artists

Shaping the Future - 101055789

Deliverable n. D5.1

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## DELIVERABLE FACTSHEET

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	[x] Approved
<b>Abstract (for public dissemination only)</b>	This document aims to promote the International Network created by the “Shaping The Future” consortium. In fact, a formal agreement was signed between partner organisations and local stakeholders in order to plan and find resources to continue, after project ending, the support scheme of visual artists through local and transnational cooperation.
<b>Keywords</b>	International network, agreement, stakeholders, cooperation, support, visual artists.

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## ACRONYMS AND ABBREVIATION

ACRONYM	DESCRIPTION
CA	Consortium Agreement
STF	Shaping the Future
SG	Steering Group
EC	European Commission
DT	Dissemination Team
GA	Grant Agreement
PC	Project Coordinator
WP	Work Package
AI	Artificial intelligence
MoU	Memorandum of Understanding

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## 2. Introduction

Shaping The Future is an international project, co-financed by the Creative Europe Programme of the European Union, aimed to foster the capacity of artists to imagine and shape the future through visual arts, design and critical thinking. The project's core goal is to provide a modular support path for empowering artists to produce, disseminate and market their creations internationally. By educating them on the most recent technologies and digital methodologies and supporting them in the development process of an artistic project, we aim to improve visual artists' skills and competencies spanning through analogue and digital areas.

The consortium brings together four partners from Italy, Slovenia, Hungary and Belgium, each active in the field of training, promoting and supporting visual artists under complementary aspects. [Accademia di Belle Arti Aldo Galli](#) is a Fine Arts Academy, offering a transversal and interdisciplinary education focused on synergies between visual arts, restoration, design and fashion textiles. [Ljudmila](#) is a laboratory for developing art, science and technology based on community and open-source approaches. [Moholy-Nagy University of Art and Design](#) is a community of designers, artists & innovators working together to tackle global challenges. [Cityfab 1](#) is a fabrication laboratory that gives anyone, regardless of their level of knowledge,

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access to the tools and knowledge needed to carry out projects using computer-controlled machines.

## 2.1. Scope of this Document

This document intends to share the work done during the development of the Shaping The Future international network and its objective. The idea of the project partners of building a common, international network including relevant stakeholders (or “organizations” or “project affiliated”) from partner consortium countries was born with the aim of supporting the STF visual artists in producing, disseminating and promoting their creation, during the project implementation and after the end of the project, through local and transnational cooperation. All stakeholders involved in the network have been identified for the support they could provide to visual artists in terms of exposure and go-to-market. For example, Art Schools, Art galleries and merchants, Digital arts market places and so on. This document shows how the consortium worked to establish the international network, the list of the organizations involved and the corresponding agreement between each partner and its stakeholder.

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## 2.2. Intended Audiences for this Document

This document is public to serve as a supporting document for understanding the Shaping the Future international network that supports the exposure and go-to market of STF visual artists.

## 2.3. Tools and Methodologies used

The document summarises a joint collaboration of the 4 consortium partners involved in the Shaping the Future project. Methodologically, each partner was in charge of contacting local and relevant stakeholders (eg. Art Schools, Art galleries and merchants, Digital arts market places and so on) who could contribute in producing, disseminating and marketing the artworks of the Shaping the Future visual artists, during and after the end of the project implementation. In this direction, the consortium decided to involve 5 stakeholders per country, for a total of 20 organizations participating in the international network. Participation in the network has been formalized through a Memorandum of Understanding (MoU) written in English language and signed by each project partner and corresponding project affiliated.

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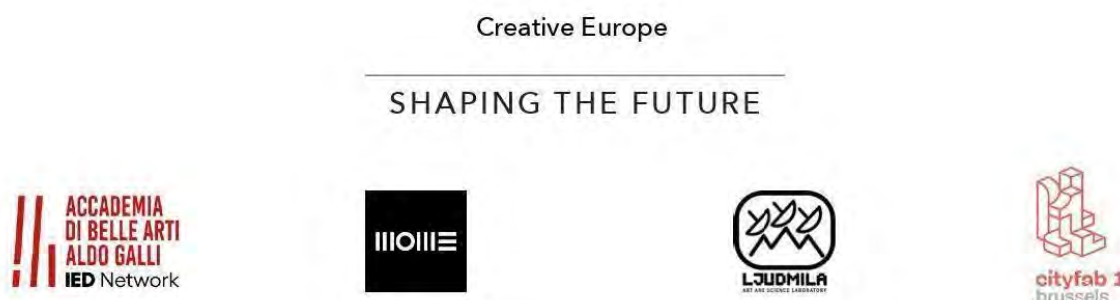
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### 3. International network

#### 3.1. Composition of the international network

The Shaping the Future international network was born with the idea to create a network that could support visual artists under several aspects as technical support, promotion, exposure and go-to-market, during the implementation and after the end of the project. Different organization (or “stakeholders” or “project affiliated”) have been included in the network, coming from the partner countries i.e. from Italy, Slovenia, Belgium, Hungary. Italian partner included in the network a stakeholder from Switzerland as well. The total composition of the international network sees a partnership of 20 entities, 5 organizations per country. The list of the stakeholders included has been summarized in the table below:



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## D5.1 INTERNATIONAL NETWORK FOR SUPPORTING VISUAL ARTISTS

Stakeholder/organization name	Stakeholder/organization city	Stakeholder/organization country	Field of activity of the stakeholder/organization
<a href="#">Exibart</a>	Roma	Italy	Magazine dedicated to art and culture in general
<a href="#">ADI Design Museum</a>	Milano	Italy	Design museum
<a href="#">Valuart</a>	Paradiso	Switzerland	Intellectual property deployment and optimization
<a href="#">La Compagnia del Sole APS</a>	Perugia	Italy	Organization and promotion of theatrical and cultural activities
<a href="#">Easyfairs Italia srl</a>	Milano	Italy	Luxury and cosmetic packaging
<a href="#">Zavod Projekt Atol</a>	Ljubljana	Slovenia	New media art
<a href="#">Forum Ljubljana</a>	Ljubljana	Slovenia	Visual art

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<a href="#">Delak Institute</a>	Ljubljana	Slovenia	Performance art
<a href="#">PiNA</a>	Koper	Slovenia	Education, new media art
<a href="#">Društvo humanistov Goriške</a>	Nova Gorica	Slovenia	Literature, publishing
<a href="#">IMaI</a>	Bruxelles	Belgium	Art center for digital cultures & technologies
<a href="#">Gluon</a>	Bruxelles	Belgium	Platform for art, science & Technology
<a href="#">Juliette Bibasse</a>	Bruxelles	Belgium	Independent curator and digital art producer
<a href="#">Kikk Festival</a>	Bruxelles	Belgium	International festival of digital & creative cultures
<a href="#">ADEM</a>	Bruxelles	Belgium	International Artists
<a href="#">Museum of Applied Arts</a>	Budapest	Hungary	Education, art and design

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<a href="#">Limes 3d Innohub Kft.</a>	Budapest	Hungary	Scale model production
<a href="#">Hungarian Design Cultural Foundation</a>	Budapest	Hungary	Support and promotion of artists and cultural design heritage
<a href="#">Flying Objects Design Studio Kft</a>	Budapest	Hungary	Industrial design
<a href="#">FISE Studio of Young Designers Association</a>	Budapest	Hungary	Design and contemporary applied arts

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### 3.2. International network Memorandum of Understandings (MoUs)

The Shaping the Future international network has been established through a formal agreement between each project partner and its local stakeholders. The formal agreement took the name of “Memorandum of Understanding” (MoU). This document's aim was to include the stakeholder into the network of local and international stakeholders that will support the STF visual artists in producing, disseminating and promoting their creation. Also to define and share between the parties their respective commitments in the management of the partnership and mutual obligations.

All signed Memorandum of Understandings are attached below.

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**SHAPING THE FUTURE (STF)**

**Project Number: 101055789**

**Project Call: CREA-CULT-2021-COOP**

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

**Compagnia del Sole APS**, with registered office in Via Cesare Caporali 16, 06064, Panicale (PG) Italy Vat number 94047390540, represented by Margherita Belaief (hereinafter "Project Affiliated")

**and**

**ILEM S.r.l. ACCADEMIA DI BELLE ARTI ALDO GALLI**, with registered office in Como (Italy) 2100, via Francesco Petrarca, 9, Vat number 03157930136, in the person of the Special Attorney Nicoletta Castellaneta (hereinafter also as "Project Partner")

Collectively, the Parties

**WHEREAS**

- Ilem S.r.l. Accademia di Belle Arti Aldo Galli is a private institution operating in the field of advanced training in visual arts, fashion, design and communication, which belongs to the network of IED Istituto Europeo di Design S.p.A. - Benefit Company (hereinafter "IED");

- **Compagnia del Sole APS** was founded in 1994 as an Association of Social Promotion (APS). The association carries out activities of general interest for the non-profit pursuit of civic, solidarity and socially useful purposes. In particular, its object and institutional purpose is to organise, promote and perform theatrical activities, as well as to disseminate and promote cultural and artistic activities in general with the collaboration of public bodies and private entities ((hereinafter "Compagnia del Sole");

- With this Memorandum of Understanding (hereinafter "MoU") the Parties intend to start and regulate a mutual cooperation (hereinafter "Partnership"), useful and constructive for both of them, regarding the Creative Europe Project "Shaping The Future" - STF – Project n. 101055789 – Call: CREA-CULT-2021-COOP (hereinafter, "STF").

Now therefore, the Parties hereby

**GIVEN THAT**

The overall goal of the project is creating and validating a model for empowering European visual artists in producing, disseminating and marketing their creations at international level by mastering and participating in current and future technological and audience trends.

To achieve this overall goal, the following objectives were designed:

- Specific Objective 1: To provide emerging visual artists a series of competencies and skills in the realm of digital tools and methodologies.
- Specific Objective 2 To build the capacity of partner organizations' staff of understanding new technologies in digital arts, to provide better training and support to visual artists.
- Specific Objective 3: To create and pilot a support scheme to facilitate visual artists in undertaking artistic processes and developing futuristic ideas and artworks

The project will produce the following results:

- OUTCOME 1. An integrated model for supporting visual artists in facing the challenges and opportunities of digital arts are developed.
- OUTCOME 2. A training methodology is tested and validated with project partners' staff and with n. 16 visual artists from n. 4 Countries.
- OUTCOME 3. A support scheme for helping n. 16 visual artists deliver innovative digital artworks using new technologies that are tested and validated in n. 4 Countries, with the support of a network of local and international stakeholders.

## **WITH REGARD TO**

**OUTCOME 3 and the creation of a Network of local and international stakeholders.**

**Parties agree as follows:**

### **1. Premises**

**1.1.** The Contract and the premises above are significant and essential parts of the MoU.

### **2. Object**

**2.1.** The object of the MoU is to include the Project Affiliated into the network of local and international stakeholders that will support the STF visual artists in producing, disseminating and marketing their creation. The MoU will define and share between the Parties their respective commitments in the management of the Partnership and their mutual obligations.

### **3. General duties of the Parties**

**3.1.** Each party shall perform its own duties in the condition of economic and managing total autonomy, operating in full compliance with the obligations under the Agreement.

**3.2.** The Parties hereby undertake to provide each other with the widest possible cooperation for the execution of the Agreement.

**3.3.** Each Party undertakes to give the highest visibility to the Partnership and to the other Party according to the obligations specified in art. 4.

**3.4.** The Agreement shall not lead to any corporate, associative or different obligation between the Parties other than the obligations concerning the cooperation governed by this Agreement.

### **4. Obligations of the Parties**

**4.1** Each Party undertakes to carry out the following activities, at its sole and exclusive responsibility.

**4.2.** In particular, the Parties undertake as follows:

#### **4.2.1 As for the Project Partner:**

- a) Communicate and promote the Partnership with the Project Affiliated through its online and offline channels (social media, web site, etc.) and through a press release;
- b) Insert the Project Affiliated logo in the "STF Network" and in any promotional communication related to the Network;
- c) Inform the Project Affiliated about potential future projects related to STF.

#### **4.2.2 As for the Project Affiliated:**

- a) Communicate and promote the Partnership through its online and offline channels (social media, web site, etc.);
- b) Collaborating with the Project Partner and attending online or in person meetings if necessary
- c) Support the STF visual artists in one or more of the following ways:
  - Through an economic contribution
  - Through an in-kind contribution
  - Hosting the artist(s) and his or her work at its location
  - Promoting through its own or third-party media the artist(s) and related work(s)

### **5. Fees**

**5.1.** The Parties agree and mutually acknowledge that the Partnership is completely free, in consideration of the fact that the Parties have identified the scope of this Agreement both in the benefits for their respective business activities, and in economic and non-economic advantages arising from the development of the same. Except unless otherwise agreed in writing, no payment will be due in relation to this Agreement. Therefore, each Party shall not expect any payment from the other, for any reason or title, as a result of the Agreement.

### **6. Effectiveness, lasting, termination and Force majeure events**

**6.1.** The Agreement shall enter into force from the date of its signature by both parties and will be valid and effective from 1st November 2023 until 30th June 2024. At the end of such a period, the Agreement shall cease automatically.

**6.2.** The Parties agree as of now that in case an event of Force Majeure occurs (such as natural disasters, fire, flood, wars, declared and not declared, restrictive measures of epidemics and sanitary emergencies), the Party who may suffer consequences because of such an Event, shall inform the other Party about the Event and its effects on its capability of fulfilling the contractual obligations. In such a case, the Parties shall meet in order to adopt any necessary measure useful to void or reduce the Event effects or shall friendly agree new modes and terms for the contractual obligations' fulfillment. During the whole time, the Event is producing effects, the defaulting Party shall not be considered liable for the unfulfillment of the contractual obligations prevented by the Event, notwithstanding that they shall be fulfilled in any case as soon as possible once the Event vanishes, if still interesting for both Parties.

### **7. Advertisements and use of distinctive features**

7.1. Each Party is entitled to use the other Party name, the trademarks and the distinctive features exclusively for the performance of the Agreement in any promotional communication concerning the Partnership and the Network.

7.2. Each Party is entitled to mention the occurred performance of the Partnership, exclusively for promotional purposes, even after the conclusion of the Agreement, by use of its own communication channels and also through (including but not limited to) the use of images, drawings, models, material of research, graphics. It is included the right of each Party to mention the name and/or the logo and/or the trademarks of the other Party by use of its own communication channels, both electronic channels and not, as a consequence of the cooperation.

7.3. Notwithstanding the preceding provisions, each Party shall not use the name and/or the logo and/or the trademark of the other Party without written authorization for purposes and/or aims different from those provided for in the Agreement.

## **8. Confidentiality**

8.1. Any documentation and technical or methodological information that the Parties may exchange in relation to the Agreement, shall be considered as reserved. Therefore, the Parties shall not use them for other purposes than those for which they were provided for, without prior written consent of the Disclosing Party.

8.2. Each Party undertakes not to disclose to third parties any confidential information which might be communicated by the other Party, nor the confidential material eventually delivered for the execution of the Agreement.

In any case, the following information shall not be considered confidential:

- a) which are of the public domain or become public not after actions or omissions of the Parties;
- b) which have been communicated by a third party without obligation of confidentiality;
- c) which have been developed independently by the other party;
- d) which have been rendered public by law.

8.3. The obligation of confidentiality provided for herein shall remain valid even after the conclusion of the Agreement and in any case until the confidential information does not become public.

## **9. Personal Data**

9.1. Since the Parties could need to process personal data during the implementation of the activities connected to the execution of the present Agreement, each Party undertakes as of now to process such personal data in accordance with the provisions of the EU Reg. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as in accordance with any other applicable legal provision. In particular, the Parties undertake to process such personal data according to the principles of fairness, lawfulness, transparency, and confidentiality protection of any involved person, with the exclusive aim to achieve the purposes of the Agreement and fulfill any connected legal provision. Each Party shall process and keep the personal data collected as a consequence of the Agreement for the period of time strictly limited to the achievement of the aforesaid purposes.

## **10. Applicable Law and Jurisdiction**

10.1. The Agreement is governed by Italian Law.

10.2. Any dispute, which should arise between the Parties in relation to the Agreement and/or its validity, interpretation, performance and/or termination, will be settled exclusively by the Court of Milan.

## **11. Communications**

11.1. Any communication shall be considered valid only if sent by e-mail to the following addresses:

-towards the Project Affiliated:

[electrictheaterandsymbols@gmail.com](mailto:electrictheaterandsymbols@gmail.com)

[beliaef@yahoo.com](mailto:beliaef@yahoo.com)

- towards the Project Partner:

[projectoffice@accademiagalli.com](mailto:projectoffice@accademiagalli.com)

## **12. Ethical principles**

12.1. The Parties declare to know the content of the Legislative Decree 8 June 2001 n. 231 and following amendments on administrative malpractices of the legal entity depending from crimes committed by managers, employees and partners.

12.2. Furthermore, the Project Affiliated, on its own and on behalf of its employees and partners pursuant to sec. 1381 of the Italian Civil Code, declares to know IED's organizational Model – general section and Ethical Code, also available at [www.ied.it](http://www.ied.it).

12.3. The Parties agree that the violation, even just partial, by the Project Affiliated of the provisions set for in the ethical Code mentioned above can reasonably cause detrimental consequences to Accademia Galli and consequently represent a serious breach of the Contract. In such a case, Accademia Galli may decide to terminate immediately the Contract, with any legal consequence.

**13. Miscellaneous**

**13.1.** The Parties acknowledge that the terms and conditions of this Agreement are the result of a mutual negotiation, so that sec. 1341 and 1342 of the Italian Civil code shall not apply thereto.

Date, 30/12/2023

**Project Affiliated**

Margherita Belaief

Legal Representative

*Margherita Belaief*

**Project Partner**

Nicoletta Castellana

Special Attorney

*Nicoletta Castellana*

**SHAPING THE FUTURE (STF)**

**Project Number: 101055789**

**Project Call: CREA-CULT-2021-COOP**

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

**Easyfairs Italia Srl**, with registered office in Milan (Italy) 20156, Via F. Nansen 15, Vat number 09669420961, represented by the CEO Pier Paolo Ponchia (hereinafter "Project Affiliated")

**and**

**ILEM S.r.l. ACCADEMIA DI BELLE ARTI ALDO GALLI**, with registered office in Como (Italy) 2100, via Francesco Petrarca, 9, Vat number 03157930136, in the person of the Special Attorney Nicoletta Castellaneta (hereinafter also as "Project Partner")

Collectively, the Parties

**WHEREAS**

- Ilem S.r.l. Accademia di Belle Arti Aldo Galli is a private institution operating in the field of advanced training in visual arts, fashion, design and communication, which belongs to the network of IED Istituto Europeo di Design S.p.A. - Benefit Company (hereinafter "IED");

- Easyfairs Italia Srl is the organizer of "Packaging Première and PCD Milan", the annual event dedicated to luxury and cosmetic packaging. Easyfairs Italia Srl is part of the Easyfairs Group;

- With this Memorandum of Understanding (hereinafter "MoU") the Parties intend to start and regulate a mutual cooperation (hereinafter "Partnership"), useful and constructive for both of them, regarding the Creative Europe Project "Shaping The Future" - STF – Project n. 101055789 – Call: CREA-CULT-2021-COOP (hereinafter, "STF").

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  - c) Support the STF visual artists in one or more of the following ways:
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## **11 Communications**

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-towards the Project Affiliated:

[lara.castagna@easyfairs.com](mailto:lara.castagna@easyfairs.com)

- towards the Project Partner:

[projectoffice@accademiagalli.com](mailto:projectoffice@accademiagalli.com)

## **12. Ethical principles**

**12.1.** The Parties declare to know the content of the Legislative Decree 8 June 2001 n. 231 and following amendments on administrative malpractices of the legal entity depending from crimes committed by managers, employees and partners.

**12.2.** Furthermore, the Project Affiliated, on its own and on behalf of its employees and partners pursuant to sec. 1381 of the Italian Civil Code, declares to know IED's organizational Model – general section and Ethical Code, also available at [www.ied.it](http://www.ied.it).

**12.3.** The Parties agree that the violation, even just partial, by the Project Affiliated of the provisions set for in the ethical Code mentioned above can reasonably cause detrimental consequences to Accademia Galli and consequently represent a serious breach of the Contract. In such a case, Accademia Galli may decide to terminate immediately the Contract, with any legal consequence.

## **13. Miscellaneous**

**13.1** The Parties acknowledge that the terms and conditions of this Agreement are the result of a mutual negotiation, so that sec. 1341 and 1342 of the Italian Civil code shall not apply thereto.

Date, 01/02/ 2024

**Project Affiliated**

Pier Paolo Ponchia

**Easyfairs Italia S.r.l.**

Via Friuli, 15 - 20121 Milano (MI)

P.I./C.F. 09 669 420 961 - REA MI 2105568

**Project Partner**

Nicoletta Castellaneta

Special attorney

**SHAPING THE FUTURE (STF)**

**Project Number: 101055789**

**Project Call: CREA-CULT-2021-COOP**

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

**exibartlab**, with registered office in Roma, Vat number 14105351002, represented by Federico Pazzagli (hereinafter "**Project Affiliated**")

**and**

**ILEM S.r.l. ACCADEMIA DI BELLE ARTI ALDO GALLI**, with registered office in Como (Italy) 2100, via Francesco Petrarca, 9, Vat number 03157930136, in the person of the Special Attorney Nicoletta Castellaneta (hereinafter also as "**Project Partner**")

Collectively, the Parties

**WHEREAS**

- Ilem S.r.l. Accademia di Belle Arti Aldo Galli is a private institution operating in the field of advanced training in visual arts, fashion, design and communication, which belongs to the network of IED Istituto Europeo di Design S.p.A. - Benefit Company (hereinafter "**IED**");

- exhibart is a newspaper;

- With this Memorandum of Understanding (hereinafter "**MoU**") the Parties intend to start and regulate a mutual cooperation (hereinafter "**Partnership**"), useful and constructive for both of them, regarding the Creative Europe Project "Shaping The Future" - STF - Project n. 101055789 - Call: CREA-CULT-2021-COOP (hereinafter, "**STF**").

Now therefore, the Parties hereby

**GIVEN THAT**

The overall goal of the project is creating and validating a model for empowering European visual artists in producing, disseminating and marketing their creations at international level by mastering and participating in current and future technological and audience trends.

To achieve this overall goal, the following objectives were designed:

- Specific Objective 1: To provide emerging visual artists a series of competencies and skills in the realm of digital tools and methodologies.

- Specific Objective 2 To build the capacity of partner organizations' staff of understanding new technologies in digital arts, to provide better training and support to visual artists.

- Specific Objective 3: To create and pilot a support scheme to facilitate visual artists in undertaking artistic processes and developing futuristic ideas and artworks.

The project will produce the following results:

-OUTCOME 1. An integrated model for supporting visual artists in facing the challenges and opportunities of digital arts are developed.

-OUTCOME 2. A training methodology is tested and validated with project partners' staff and with n. 16 visual artists from n. 4 Countries.

-OUTCOME 3. A support scheme for helping n. 16 visual artists deliver innovative digital artworks using new technologies that are tested and validated in n. 4 Countries, with the support of a network of local and international stakeholders.

**WITH REGARD TO**

OUTCOME 3 and the creation of a Network of local and international stakeholders.

**Parties agree as follows:**

## **1 Premises**

**1.1** The Contract and the premises above are significant and essential parts of the MoU.

## **2. Object**

**2.1** The object of the MoU is to include the Project Affiliated into the network of local and international stakeholders that will support the STF visual artists in producing, disseminating and marketing their creation.

The MoU will define and share between the Parties their respective commitments in the management of the Partnership and their mutual obligations.

## **3. General duties of the Parties**

**3.1.** Each party shall perform its own duties in the condition of economic and managing total autonomy, operating in full compliance with the obligations under the Agreement.

**3.2.** The Parties hereby undertake to provide each other with the widest possible cooperation for the execution of the Agreement.

**3.3.** Each Party undertakes to give the highest visibility to the Partnership and to the other Party according to the obligations specified in art. 4.

**3.4.** The Agreement shall not lead to any corporate, associative or different obligation between the Parties other than the obligations concerning the cooperation governed by this Agreement.

## **4. Obligations of the Parties**

**4.1** Each Party undertakes to carry out the following activities, at its sole and exclusive responsibility.

**4.2.** In particular, the Parties undertake as follows:

### **4.2.1 As for the Project Partner:**

- a) Communicate and promote the Partnership with the Project Affiliated through its online and offline channels (social media, web site, etc.) and through a press release;
- b) Insert the Project Affiliated logo in the "STF Network" and in any promotional communication related to the Network;
- c) Inform the Project Affiliated about potential future projects related to STF.

### **4.2.2 As for the Project Affiliated:**

- a) Communicate and promote the Partnership through its online and offline channels (social media, web site, etc.);
- b) Collaborating with the Project Partner and attending online or in person meetings if necessary
- c) Support the STF visual artists in one or more of the following ways:
  - Through an economic contribution
  - Through an in-kind contribution
  - Hosting the artist(s) and his or her work at its location
  - Promoting through its own or third-party media the artist(s) and related work(s)

## **5. Fees**

**5.1.** The Parties agree and mutually acknowledge that the Partnership is completely free, in consideration of the fact that the Parties have identified the scope of this Agreement both in the benefits for their respective business activities, and in economic and non-economic advantages arising from the development of the same. Except unless otherwise agreed in writing, no payment will be due in relation to this Agreement. Therefore, each Party shall not expect any payment from the other, for any reason or title, as a result of the Agreement.

## **6. Effectiveness, lasting, termination and Force majeure events**

**6.1.** The Agreement shall enter into force from the date of its signature by both parties and will be valid and effective from 1st November 2023 until 30th June 2024. At the end of such a period, the Agreement shall cease automatically.

**6.2.** The Parties agree as of now that in case an event of Force Majeure occurs (such as natural disasters, fire, flood, wars, declared and not declared, restrictive measures of epidemics and sanitary emergencies), the Party who may suffer consequences because of such an Event, shall inform the other Party about the Event and its effects on its capability of fulfilling the contractual obligations. In such a case, the Parties shall meet in order to adopt any necessary measure useful to void or reduce the Event effects or shall friendly agree new modes and terms for the contractual obligations fulfillment. During the

whole time, the Event is producing effects, the defaulting Party shall not be considered liable for the unfulfillment of the contractual obligations prevented by the Event, notwithstanding that they shall be fulfilled in any case as soon as possible once the Event vanishes, if still interesting for both Parties.

## **7. Advertisements and use of distinctive features**

**7.1.** Each Party is entitled to use the other Party name, the trademarks and the distinctive features exclusively for the performance of the Agreement in any promotional communication concerning the Partnership and the Network.

**7.2.** Each Party is entitled to mention the occurred performance of the Partnership, exclusively for promotional purposes, even after the conclusion of the Agreement, by use of its own communication channels and also through (including but not limited to) the use of images, drawings, models, material of research, graphics. It is included the right of each Party to mention the name and/or the logo and/or the trademarks of the other Party by use of its own communication channels, both electronic channels and not, as a consequence of the cooperation.

**7.3.** Notwithstanding the preceding provisions, each Party shall not use the name and/or the logo and/or the trademark of the other Party without written authorization for purposes and/or aims different from those provided for in the Agreement.

## **8. Confidentiality**

**8.1.** Any documentation and technical or methodological information that the Parties may exchange in relation to the Agreement, shall be considered as reserved.

Therefore, the Parties shall not use them for other purposes than those for which they were provided for, without prior written consent of the Disclosing Party.

**8.2.** Each Party undertakes not to disclose to third parties any confidential information which might be communicated by the other Party, nor the confidential material eventually delivered for the execution of the Agreement.

In any case, the following information shall not be considered confidential:

- a) which are of the public domain or become public not after actions or omissions of the Parties;
- b) which have been communicated by a third party without obligation of confidentiality;
- c) which have been developed independently by the other party;
- d) which have been rendered public by law.

**8.3.** The obligation of confidentiality provided for herein shall remain valid even after the conclusion of the Agreement and in any case until the confidential information does not become public.

## **9. Personal Data**

**9.1.** Since the Parties could need to process personal data during the implementation of the activities connected to the execution of the present Agreement, each Party undertakes as of now to process such personal data in accordance with the provisions of the EU Reg. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as in accordance with any other applicable legal provision.

In particular, the Parties undertake to process such personal data according to the principles of fairness, lawfulness, transparency, and confidentiality protection of any involved person, with the exclusive aim to achieve the purposes of the Agreement and fulfill any connected legal provision.

Each Party shall process and keep the personal data collected as a consequence of the Agreement for the period of time strictly limited to the achievement of the aforesaid purposes.

## **10. Applicable Law and Jurisdiction**

**10.1.** The Agreement is governed by Italian Law.

**10.2.** Any dispute, which should arise between the Parties in relation to the Agreement and/or its validity, interpretation, performance and/or termination, will be settled exclusively by the Court of Milan.

## **11. Communications**

**11.1.** Any communication shall be considered valid only if sent by e-mail to the following addresses:

-towards the Project Affiliated:

[f.pazzagli@exibart.com](mailto:f.pazzagli@exibart.com)

- towards the Project Partner:

[projectoffice@accademiagalli.com](mailto:projectoffice@accademiagalli.com)

**12. Ethical principles**

**12.1.** The Parties declare to know the content of the Legislative Decree 8 June 2001 n. 231 and following amendments on administrative malpractices of the legal entity depending from crimes committed by managers, employees and partners.

**12.2.** Furthermore, the Project Affiliated, on its own and on behalf of its employees and partners pursuant to sec. 1381 of the Italian Civil Code, declares to know IED's organizational Model – general section and Ethical Code, also available at [ww.ied.it](http://ww.ied.it).

**12.3.** The Parties agree that the violation, even just partial, by the Project Affiliated of the provisions set for in the ethical Code mentioned above can reasonably cause detrimental consequences to Accademia Galli and consequently represent a serious breach of the Contract. In such a case, Accademia Galli may decide to terminate immediately the Contract, with any legal consequence.

**13. Miscellaneous**

**13.1** The Parties acknowledge that the terms and conditions of this Agreement are the result of a mutual negotiation, so that sec. 1341 and 1342 of the Italian Civil code shall not apply thereto.

Date, 26/01/ 2024

**Project Affiliated**

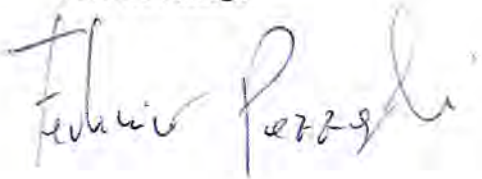
Nicoletta Castellaneta

**Project Partner**

exibartlab

General Manager

Federico Pazzagli

A handwritten signature in dark ink, appearing to read 'Federico Pazzagli', is written over the printed name.

**SHAPING THE FUTURE (STF)**

**Project Number: 101055789**

**Project Call: CREA-CULT-2021-COOP**

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

**Fondazione ADI Collezione Compasso d'Oro**, with registered office in Milano (Italy) 20154, via Bramante, 29, Vat number 11574890965, represented by Umberto Cabini (hereinafter "Project Affiliated")

**and**

**ILEM S.r.l. ACCADEMIA DI BELLE ARTI ALDO GALLI**, with registered office in Como (Italy) 21100, via Francesco Petrarca, 9, Vat number 03157930136, in the person of the Special Attorney Nicoletta Castellaneta (hereinafter also as "Project Partner")

Collectively, the Parties

**WHEREAS**

- Ilem S.r.l. Accademia di Belle Arti Aldo Galli is a private institution operating in the field of advanced training in visual arts, fashion, design and communication, which belongs to the network of IED Istituto Europeo di Design S.p.A. - Benefit Company (hereinafter "IED");

- Fondazione ADI Collezione Compasso d'Oro, managing the Historical Collection of the Compasso d'Oro Award, is a private institution dedicated to safeguarding and enhancing the cultural, ideal, material, and immaterial heritage of the Compasso d'Oro ADI Award and other events expressing and promoting Italian design. Its mission includes disseminating knowledge of design, preserving its historical testimonies, and supporting innovation, research, and education;

- With this Memorandum of Understanding (hereinafter "MoU") the Parties intend to start and regulate a mutual cooperation (hereinafter "Partnership"), useful and constructive for both of them, regarding the Creative Europe Project "Shaping The Future" - STF - Project n. 101055789 - Call: CREA-CULT-2021-COOP (hereinafter, "STF").

Now therefore, the Parties hereby

**GIVEN THAT**

The overall goal of the project is creating and validating a model for empowering European visual artists in producing, disseminating and marketing their creations at international level by mastering and participating in current and future technological and audience trends.

To achieve this overall goal, the following objectives were designed:

- Specific Objective 1: To provide emerging visual artists a series of competencies and skills in the realm of digital tools and methodologies.

- Specific Objective 2 To build the capacity of partner organizations' staff of understanding new technologies in digital arts, to provide better training and support to visual artists.

- Specific Objective 3: To create and pilot a support scheme to facilitate visual artists in undertaking artistic processes and developing futuristic ideas and artworks.

The project will produce the following results:

-OUTCOME 1. An integrated model for supporting visual artists in facing the challenges and opportunities of digital arts are developed.

-OUTCOME 2. A training methodology is tested and validated with project partners' staff and with n. 16 visual artists from n. 4 Countries.

-OUTCOME 3. A support scheme for helping n. 16 visual artists deliver innovative digital artworks using new technologies that are tested and validated in n. 4 Countries, with the support of a network of local and international stakeholders.

**WITH REGARD TO**

OUTCOME 3 and the creation of a Network of local and international stakeholders.

**Parties agree as follows:**

**1 Premises**

**1.1** The Contract and the premises above are significant and essential parts of the MoU.

**2. Object**

**2.1** The object of the MoU is to include the Project Affiliated into the network of local and international stakeholders that will support the STF visual artists in producing, disseminating and marketing their creation.

The MoU will define and share between the Parties their respective commitments in the management of the Partnership and their mutual obligations.

### **3. General duties of the Parties**

- 3.1.** Each party shall perform its own duties in the condition of economic and managing total autonomy, operating in full compliance with the obligations under the Agreement.
- 3.2.** The Parties hereby undertake to provide each other with the widest possible cooperation for the execution of the Agreement.
- 3.3.** Each Party undertakes to give the highest visibility to the Partnership and to the other Party according to the obligations specified in art. 4.
- 3.4.** The Agreement shall not lead to any corporate, associative or different obligation between the Parties other than the obligations concerning the cooperation governed by this Agreement.

### **4. Obligations of the Parties**

- 4.1** Each Party undertakes to carry out the following activities, at its sole and exclusive responsibility.
- 4.2.** In particular, the Parties undertake as follows:
- 4.2.1** As for the Project Partner:
- a) Communicate and promote the Partnership with the Project Affiliated through its online and offline channels (social media, web site, etc.) and through a press release;
  - b) Insert the Project Affiliated logo in the "STF Network" and in any promotional communication related to the Network;
  - c) Inform the Project Affiliated about potential future projects related to STF.
- 4.2.2** As for the Project Affiliated:
- a) Communicate and promote the Partnership through its online and offline channels (social media, web site, etc.);
  - b) Collaborating with the Project Partner and attending online or in person meetings if necessary
  - c) Support the STF visual artists in one or more of the following ways:
    - Through an economic contribution
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    - Hosting the artist(s) and his or her work at its location
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### **5. Fees**

- 5.1.** The Parties agree and mutually acknowledge that the Partnership is completely free, in consideration of the fact that the Parties have identified the scope of this Agreement both in the benefits for their respective business activities, and in economic and non-economic advantages arising from the development of the same. Except unless otherwise agreed in writing, no payment will be due in relation to this Agreement. Therefore, each Party shall not expect any payment from the other, for any reason or title, as a result of the Agreement.

### **6. Effectiveness, lasting, termination and Force majeure events**

- 6.1.** The Agreement shall enter into force from the date of its signature by both parties and will be valid and effective from 1st November 2023 until 30th June 2024. At the end of such a period, the Agreement shall cease automatically.
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- 7.2.** Each Party is entitled to mention the occurred performance of the Partnership, exclusively for promotional purposes, even after the conclusion of the Agreement, by use of its own communication channels and also through (including but not limited to) the use of images, drawings, models, material of research, graphics. It is included the right of each Party to mention the name and/or the logo and/or the trademarks of the other Party by use of its own communication channels, both electronic channels and not, as a consequence of the cooperation.
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In particular, the Parties undertake to process such personal data according to the principles of fairness, lawfulness, transparency, and confidentiality protection of any involved person, with the exclusive aim to achieve the purposes of the Agreement and fulfill any connected legal provision.

Each Party shall process and keep the personal data collected as a consequence of the Agreement for the period of time strictly limited to the achievement of the aforesaid purposes.

## **10. Applicable Law and Jurisdiction**

**10.1.** The Agreement is governed by Italian Law.

**10.2.** Any dispute, which should arise between the Parties in relation to the Agreement and/or its validity, interpretation, performance and/or termination, will be settled exclusively by the Court of Milan.

## **11. Communications**

**11.1.** Any communication shall be considered valid only if sent by e-mail to the following addresses:

-towards the Project Affiliated:

[g.ciulla@adi-design.org](mailto:g.ciulla@adi-design.org)

- towards the Project Partner:

[projectoffice@accademiagalli.com](mailto:projectoffice@accademiagalli.com)

## **12. Ethical principles**

**12.1.** The Parties declare to know the content of the Legislative Decree 8 June 2001 n. 231 and following amendments on administrative malpractices of the legal entity depending from crimes committed by managers, employees and partners.

**12.2.** Furthermore, the Project Affiliated, on its own and on behalf of its employees and partners pursuant to sec. 1381 of the Italian Civil Code, declares to know IED's organizational Model – general section and Ethical Code, also available at [www.ied.it](http://www.ied.it).

**12.3.** The Parties agree that the violation, even just partial, by the Project Affiliated of the provisions set for in the ethical Code mentioned above can reasonably cause detrimental consequences to Accademia Galli and consequently represent a serious breach of the Contract. In such a case, Accademia Galli may decide to terminate immediately the Contract, with any legal consequence.

## **13. Miscellaneous**

**13.1** The Parties acknowledge that the terms and conditions of this Agreement are the result of a mutual negotiation, so that sec. 1341 and 1342 of the Italian Civil code shall not apply thereto.

**Project Affiliated**

Umberto Cabini

Fondazione ADI Collezione Compasso d'Oro

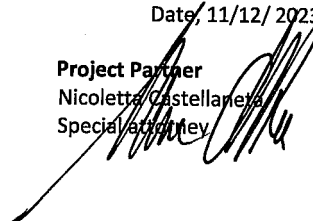


Date, 11/12/2023

**Project Partner**

Nicoletta Castellani

Special Attorney



**SHAPING THE FUTURE (STF)**

Project Number: 101055789

Project Call: CREA-CULT-2021-COOP

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

**Limes 3d Innohub Kft.**, with registered office in Budafoki út 60, 1117 Budapest, Hungary, tax number 14212008-2-43, represented by Géza Csizmazia CEO (hereinafter "Project Affiliated")

**and**

**Moholy-Nagy University of Art and Design** with registered office in 9-25. Zugligeti út, 1121 Budapest, Hungary, 19253172-2-43 (hereinafter also as "Project Partner")

Collectively, the Parties

**WHEREAS**

- Limes 3D Innohub Kft. is a company operating in the field of scale model production (hereinafter "Limes 3D Innohub Kft.");
  - Moholy-Nagy University of Art and Design is a university operating in the field of art and design (hereinafter "MOME");
  - With this Memorandum of Understanding (hereinafter "MoU") the Parties intend to start and regulate a mutual cooperation (hereinafter "Partnership"), useful and constructive for both of them, regarding the Creative Europe Project "Shaping The Future" - STF - Project n. 101055789 - Call: CREA-CULT-2021-COOP (hereinafter, "STF").
- Now therefore, the Parties hereby

**GIVEN THAT**

The overall goal of the project is creating and validating a model for empowering European visual artists in producing, disseminating and marketing their creations at international level by mastering and participating in current and future technological and audience trends.

To achieve this overall goal, the following objectives were designed:

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- Specific Objective 3: To create and pilot a support scheme to facilitate visual artists in undertaking artistic processes and developing futuristic ideas and artworks.

The project will produce the following results:

- OUTCOME 1. An integrated model for supporting visual artists in facing the challenges and opportunities of digital arts are developed.
- OUTCOME 2. A training methodology is tested and validated with project partners' staff and with n. 16 visual artists from n. 4 Countries.
- OUTCOME 3. A support scheme for helping n. 16 visual artists deliver innovative digital artworks using new technologies that are tested and validated in n. 4 Countries, with the support of a network of local and international stakeholders.

**WITH REGARD TO**

OUTCOME 3 and the creation of a Network of local and international stakeholders.

**Parties agree as follows:**

**1 Premises**

**1.1** The Contract and the premises above are significant and essential parts of the MoU.

**2. Object**

**2.1** The object of the MoU is to include the Project Affiliated into the network of local and international stakeholders that will support the STF visual artists in producing, disseminating and marketing their creation.

The MoU will define and share between the Parties their respective commitments in the management of the Partnership and their mutual obligations.

**3. General duties of the Parties**

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- 3.2. The Parties hereby undertake to provide each other with the widest possible cooperation for the execution of the Agreement.
- 3.3. Each Party undertakes to give the highest visibility to the Partnership and to the other Party according to the obligations specified in art. 4.
- 3.4. The Agreement shall not lead to any corporate, associative or different obligation between the Parties other than the obligations concerning the cooperation governed by this Agreement.

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- 4.1. Each Party undertakes to carry out the following activities, at its sole and exclusive responsibility.
- 4.2. In particular, the Parties undertake as follows:
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- a) Communicate and promote the Partnership with the Project Affiliated through its online and offline channels (social media, website, etc.) and through a press release;
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  - c) Inform the Project Affiliated about potential future projects related to STF.
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  - c) Support the STF visual artists in one or more of the following ways:
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#### **7. Advertisements and use of distinctive features**

- 7.1. Each Party is entitled to use the other Party name, the trademarks and the distinctive features exclusively for the performance of the Agreement in any promotional communication concerning the Partnership and the Network.
- 7.2. Each Party is entitled to mention the occurred performance of the Partnership, exclusively for promotional purposes, even after the conclusion of the Agreement, by use of its own communication channels and also through (including but not limited to) the use of images, drawings, models, material of research, graphics. It is included the right of each Party to mention the name and/or the logo and/or the trademarks of the other Party by use of its own communication channels, both electronic channels and not, as a consequence of the cooperation.
- 7.3. Notwithstanding the preceding provisions, each Party shall not use the name and/or the logo and/or the trademark of the other Party without written authorization for purposes and/or aims different from those provided for in the Agreement.

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8.3. The obligation of confidentiality provided for herein shall remain valid even after the conclusion of the Agreement and in any case until the confidential information does not become public.

## 9. Personal Data

9.1. Since the Parties could need to process personal data during the implementation of the activities connected to the execution of the present Agreement, each Party undertakes as of now to process such personal data in accordance with the provisions of the EU Reg. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as in accordance with any other applicable legal provision.

In particular, the Parties undertake to process such personal data according to the principles of fairness, lawfulness, transparency, and confidentiality protection of any involved person, with the exclusive aim to achieve the purposes of the Agreement and fulfil any connected legal provision.

Each Party shall process and keep the personal data collected as a consequence of the Agreement for the period of time strictly limited to the achievement of the aforesaid purposes.

## 10. Applicable Law and Jurisdiction

10.1. The Agreement is governed by the law of Hungary.

10.2. Any dispute, which should arise between the Parties in relation to the Agreement and/or its validity, interpretation, performance and/or termination, will be settled exclusively by the Central District Court of Buda.

## 11. Communications

11.1. Any communication shall be considered valid only if sent by e-mail to the following addresses:

-towards the Project Affiliated:

Geza Csizmazia – geza@limes3dinnohub.hu

- towards the Project Partner:

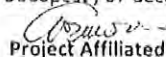
Katalin Damjanovich – damjanovich.katalin@mome.hu

## 12. Ethical principles

12.2. Furthermore, the Project Affiliated, on its own and on behalf of its employees and partners declares to know MOME's organizational model and Ethical Code, also available at [www.mome.hu](http://www.mome.hu)

12.3. The Parties agree that the violation, even just partial, by the Project Affiliated of the provisions set forth in the Ethical Code mentioned above can reasonably cause detrimental consequences to MOME and consequently represent a serious breach of the Contract. In such a case, MOME may decide to terminate immediately the Contract, with any legal consequence.

Budapest, 07 december 2023

  
Project Affiliated

Géza Csizmazia  
CEO

Limes 3D Innohub Kft.

  
Project Partner  
Réka Matheidesz  
CEO

MOME

Limes 3D Innohub Kft.  
Cím, 117 Budapest,  
Budaörsi út 60.  
Árnyékszoba 1420008-243  
Tél: 14200000 / 14300000 / 14300000

**SHAPING THE FUTURE (STF)**

**Project Number: 101055789**

**Project Call: CREA-CULT-2021-COOP**

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

**Museum of Applied Arts**, with registered office in 33-37. Üllői út, 1091 Budapest, Hungary tax number 15321185-2-43, represented by Zoltán Cselovszki, general director (hereinafter "Project Affiliated")

**and**

**Moholy-Nagy University of Art and Design** with registered office in 9-25. Zugligeti út, 1121 Budapest, Hungary, 19253172-2-43 (hereinafter also as "Project Partner")

Collectively, the Parties

**WHEREAS**

- XXX is a XXX operating in the field of XXX (hereinafter "Organization Acronym");
  - Moholy-Nagy University of Art and Design is a university operating in the field of art and design (hereinafter "MOME");
  - With this Memorandum of Understanding (hereinafter "MoU") the Parties intend to start and regulate a mutual cooperation (hereinafter "Partnership"), useful and constructive for both of them, regarding the Creative Europe Project "Shaping The Future" - STF - Project n. 101055789 - Call: CREA-CULT-2021-COOP (hereinafter, "STF").
- Now therefore, the Parties hereby

**GIVEN THAT**

The overall goal of the project is creating and validating a model for empowering European visual artists in producing, disseminating and marketing their creations at international level by mastering and participating in current and future technological and audience trends.

To achieve this overall goal, the following objectives were designed:

- Specific Objective 1: To provide emerging visual artists a series of competencies and skills in the realm of digital tools and methodologies.
- Specific Objective 2: To build the capacity of partner organizations' staff of understanding new technologies in digital arts, to provide better training and support to visual artists.
- Specific Objective 3: To create and pilot a support scheme to facilitate visual artists in undertaking artistic processes and developing futuristic ideas and artworks.

The project will produce the following results:

- OUTCOME 1. An integrated model for supporting visual artists in facing the challenges and opportunities of digital arts are developed.
- OUTCOME 2. A training methodology is tested and validated with project partners' staff and with n. 16 visual artists from n. 4 Countries.
- OUTCOME 3. A support scheme for helping n. 16 visual artists deliver innovative digital artworks using new technologies that are tested and validated in n. 4 Countries, with the support of a network of local and international stakeholders.

**WITH REGARD TO**

OUTCOME 3 and the creation of a Network of local and international stakeholders.

**Parties agree as follows:**

**1. Premises**

- 1.1 The Contract and the premises above are significant and essential parts of the MoU.

**2. Object**

- 2.1 The object of the MoU is to include the Project Affiliated into the network of local and international stakeholders that will support the STF visual artists in producing, disseminating and marketing their creation.

The MoU will define and share between the Parties their respective commitments in the management of the Partnership and their mutual obligations.

### **3. General duties of the Parties**

**3.1.** Each party shall perform its own duties in the condition of economic and managing total autonomy, operating in full compliance with the obligations under the Agreement.

**3.2.** The Parties hereby undertake to provide each other with the widest possible cooperation for the execution of the Agreement.

**3.3.** Each Party undertakes to give the highest visibility to the Partnership and to the other Party according to the obligations specified in art. 4.

**3.4.** The Agreement shall not lead to any corporate, associative or different obligation between the Parties other than the obligations concerning the cooperation governed by this Agreement.

### **4. Obligations of the Parties**

**4.1** Each Party undertakes to carry out the following activities, at its sole and exclusive responsibility.

**4.2.** In particular, the Parties undertake as follows:

#### **4.2.1** As for the Project Partner:

- a) Communicate and promote the Partnership with the Project Affiliated through its online and offline channels (social media, website, etc.) and through a press release;
- b) Insert the Project Affiliated logo in the "STF Network" and in any promotional communication related to the Network;
- c) Inform the Project Affiliated about potential future projects related to STF.

#### **4.2.2** As for the Project Affiliated:

- a) Communicate and promote the Partnership through its online and offline channels (social media, website, etc.);
- b) Collaborating with the Project Partner and attending online or in person meetings if necessary
- c) Support the STF visual artists in one or more of the following ways:
  - Through an economic contribution
  - Through an in-kind contribution
  - Hosting the artist(s) and his or her work at its location
  - Promoting through its own or third-party media the artist(s) and related work(s)

### **5. Fees**

**5.1.** The Parties agree and mutually acknowledge that the Partnership is completely free, in consideration of the fact that the Parties have identified the scope of this Agreement both in the benefits for their respective business activities, and in economic and non-economic advantages arising from the development of the same. Except unless otherwise agreed in writing, no payment will be due in relation to this Agreement. Therefore, each Party shall not expect any payment from the other, for any reason or title, as a result of the Agreement.

### **6. Effectiveness, lasting, termination and Force majeure events**

**6.1.** The Agreement shall enter into force from the date of its signature by both parties and will be valid and effective from 1st November 2023 until 30th June 2024. At the end of such a period, the Agreement shall cease automatically.

**6.2.** The Parties agree as of now that in case an event of Force Majeure occurs (such as natural disasters, fire, flood, wars, declared and not declared, restrictive measures of epidemics and sanitary emergencies), the Party who may suffer consequences because of such an Event, shall inform the other Party about the Event and its effects on its capability of fulfilling the contractual obligations. In such a case, the Parties shall meet in order to adopt any necessary measure useful to void or reduce the Event effects or shall friendly agree new modes and terms for the contractual obligations fulfilment. During the whole time, the Event is producing effects, the defaulting Party shall not be considered liable for the fulfilment of the contractual obligations prevented by the Event, notwithstanding that they shall be fulfilled in any case as soon as possible once the Event vanishes, if still interesting for both Parties.

### **7. Advertisements and use of distinctive features**

**7.1.** Each Party is entitled to use the other Party name, the trademarks and the distinctive features exclusively for the performance of the Agreement in any promotional communication concerning the Partnership and the Network.

**7.2.** Each Party is entitled to mention the occurred performance of the Partnership, exclusively for promotional purposes, even after the conclusion of the Agreement, by use of its own communication channels and also through (including but not limited to) the use of images, drawings, models, material of research, graphics. It is included the right of each Party to mention the name and/or the logo and/or the trademarks of the other Party by use of its own communication channels, both electronic channels and not, as a consequence of the cooperation.

**7.3.** Notwithstanding the preceding provisions, each Party shall not use the name and/or the logo and/or the trademark of the other Party without written authorization for purposes and/or aims different from those provided for in the Agreement.

### **8. Confidentiality**

**8.1.** Any documentation and technical or methodological information that the Parties may exchange in relation to the Agreement, shall be considered as reserved.

Therefore, the Parties shall not use them for other purposes than those for which they were provided for, without prior written consent of the Disclosing Party.

8.2. Each Party undertakes not to disclose to third parties any confidential information which might be communicated by the other Party, nor the confidential material eventually delivered for the execution of the Agreement.

In any case, the following information shall not be considered confidential:

- a) which are of the public domain or become public not after actions or omissions of the Parties;
- b) which have been communicated by a third party without obligation of confidentiality;
- c) which have been developed independently by the other party;
- d) which have been rendered public by law.

8.3. The obligation of confidentiality provided for herein shall remain valid even after the conclusion of the Agreement and in any case until the confidential information does not become public.

## 9. Personal Data

9.1. Since the Parties could need to process personal data during the implementation of the activities connected to the execution of the present Agreement, each Party undertakes as of now to process such personal data in accordance with the provisions of the EU Reg. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as in accordance with any other applicable legal provision.

In particular, the Parties undertake to process such personal data according to the principles of fairness, lawfulness, transparency, and confidentiality protection of any involved person, with the exclusive aim to achieve the purposes of the Agreement and fulfil any connected legal provision.

Each Party shall process and keep the personal data collected as a consequence of the Agreement for the period of time strictly limited to the achievement of the aforesaid purposes.

## 10. Applicable Law and Jurisdiction

10.1. The Agreement is governed by the law of Hungary.

10.2. Any dispute, which should arise between the Parties in relation to the Agreement and/or its validity, interpretation, performance and/or termination, will be settled exclusively by the Central District Court of Buda.

## 11. Communications

11.1. Any communication shall be considered valid only if sent by e-mail to the following addresses:

-towards the Project Affiliated:

Judit Horváth-- horvath.judit@imm.hu

- towards the Project Partner:

Katalin Damjanovich – damjanovich.katalin@mome.hu

## 12. Ethical principles

12.2. Furthermore, the Project Affiliated, on its own and on behalf of its employees and partners declares to know MOME's organizational model and Ethical Code, also available at [www.mome.hu](http://www.mome.hu)

12.3. The Parties agree that the violation, even just partial, by the Project Affiliated of the provisions set forth in the Ethical Code mentioned above can reasonably cause detrimental consequences to MOME and consequently represent a serious breach of the Contract. In such a case, MOME may decide to terminate immediately the Contract, with any legal consequence.

Budapest, December 11, 2023

Project Affiliated  
Zoltán Cselovszk  
General Director  
IMM



  
Project Partner  
Réka Matheidesz  
CEO  
MOME

**SHAPING THE FUTURE (STF)**  
**Project Number: 101055789**  
**Project Call: CREA-CULT-2021-COOP**

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

**FISE (Studio of Young Designers Association)**, with registered office in 16. Kálmán Imre street, 1054 Budapest, tax number 19638744-1-41, represented by Robert Mascher (hereinafter "Project Affiliated")

**and**

**Moholy-Nagy University of Art and Design** with registered office in 9-25. Zugligeti út, 1121 Budapest, Hungary, 19253172-2-43 (hereinafter also as "Project Partner")

Collectively, the Parties

**WHEREAS**

- The Studio of Young Designers Association is an NGO that operates in the field of design and contemporary applied art (hereinafter: "FISE");
  - Moholy-Nagy University of Art and Design is a university operating in the field of art and design (hereinafter "MOME");
  - With this Memorandum of Understanding (hereinafter "MoU") the Parties intend to start and regulate a mutual cooperation (hereinafter "Partnership"), useful and constructive for both of them, regarding the Creative Europe Project "Shaping The Future" - STF – Project n. 101055789 – Call: CREA-CULT-2021-COOP (hereinafter, "STF").
- Now therefore, the Parties hereby

**GIVEN THAT**

The overall goal of the project is creating and validating a model for empowering European visual artists in producing, disseminating and marketing their creations at international level by mastering and participating in current and future technological and audience trends.

To achieve this overall goal, the following objectives were designed:

- Specific Objective 1: To provide emerging visual artists a series of competencies and skills in the realm of digital tools and methodologies.
- Specific Objective 2 To build the capacity of partner organizations' staff of understanding new technologies in digital arts, to provide better training and support to visual artists.
- Specific Objective 3: To create and pilot a support scheme to facilitate visual artists in undertaking artistic processes and developing futuristic ideas and artworks.

The project will produce the following results:

- OUTCOME 1. An integrated model for supporting visual artists in facing the challenges and opportunities of digital arts are developed.
- OUTCOME 2. A training methodology is tested and validated with project partners' staff and with n. 16 visual artists from n. 4 Countries.
- OUTCOME 3. A support scheme for helping n. 16 visual artists deliver innovative digital artworks using new technologies that are tested and validated in n. 4 Countries, with the support of a network of local and international stakeholders.

**WITH REGARD TO**

OUTCOME 3 and the creation of a Network of local and international stakeholders.

**Parties agree as follows:**

**1 Premises**

- 1.1** The Contract and the premises above are significant and essential parts of the MoU.

**2. Object**

- 2.1** The object of the MoU is to include the Project Affiliated into the network of local and international stakeholders that will support the STF visual artists in producing, disseminating and marketing their creation.

The MoU will define and share between the Parties their respective commitments in the management of the Partnership and their mutual obligations.

**3. General duties of the Parties**

- 3.1. Each party shall perform its own duties in the condition of economic and managing total autonomy, operating in full compliance with the obligations under the Agreement.
- 3.2. The Parties hereby undertake to provide each other with the widest possible cooperation for the execution of the Agreement.
- 3.3. Each Party undertakes to give the highest visibility to the Partnership and to the other Party according to the obligations specified in art. 4.
- 3.4. The Agreement shall not lead to any corporate, associative or different obligation between the Parties other than the obligations concerning the cooperation governed by this Agreement.

#### **4. Obligations of the Parties**

- 4.1. Each Party undertakes to carry out the following activities, at its sole and exclusive responsibility.
- 4.2. In particular, the Parties undertake as follows:
- 4.2.1 As for the Project Partner:
- a) Communicate and promote the Partnership with the Project Affiliated through its online and offline channels (social media, website, etc.) and through a press release;
  - b) Insert the Project Affiliated logo in the "STF Network" and in any promotional communication related to the Network;
  - c) Inform the Project Affiliated about potential future projects related to STF.
- 4.2.2 As for the Project Affiliated:
- a) Communicate and promote the Partnership through its online and offline channels (social media, website, etc.);
  - b) Collaborating with the Project Partner and attending online or in person meetings if necessary
  - c) Support the STF visual artists in one or more of the following ways:
    - Through an economic contribution
    - Through an in-kind contribution
    - Hosting the artist(s) and his or her work at its location
    - Promoting through its own or third-party media the artist(s) and related work(s)

#### **5. Fees**

- 5.1. The Parties agree and mutually acknowledge that the Partnership is completely free, in consideration of the fact that the Parties have identified the scope of this Agreement both in the benefits for their respective business activities, and in economic and non-economic advantages arising from the development of the same. Except unless otherwise agreed in writing, no payment will be due in relation to this Agreement. Therefore, each Party shall not expect any payment from the other, for any reason or title, as a result of the Agreement.

#### **6. Effectiveness, lasting, termination and Force majeure events**

- 6.1. The Agreement shall enter into force from the date of its signature by both parties and will be valid and effective from 1st November 2023 until 30th June 2024. At the end of such a period, the Agreement shall cease automatically.
- 6.2. The Parties agree as of now that in case an event of Force Majeure occurs (such as natural disasters, fire, flood, wars, declared and not declared, restrictive measures of epidemics and sanitary emergencies), the Party who may suffer consequences because of such an Event, shall inform the other Party about the Event and its effects on its capability of fulfilling the contractual obligations. In such a case, the Parties shall meet in order to adopt any necessary measure useful to void or reduce the Event effects or shall friendly agree new modes and terms for the contractual obligations fulfilment. During the whole time, the Event is producing effects, the defaulting Party shall not be considered liable for the fulfilment of the contractual obligations prevented by the Event, notwithstanding that they shall be fulfilled in any case as soon as possible once the Event vanishes, If still interesting for both Parties.

#### **7. Advertisements and use of distinctive features**

- 7.1. Each Party is entitled to use the other Party name, the trademarks and the distinctive features exclusively for the performance of the Agreement in any promotional communication concerning the Partnership and the Network.
- 7.2. Each Party is entitled to mention the occurred performance of the Partnership, exclusively for promotional purposes, even after the conclusion of the Agreement, by use of its own communication channels and also through (including but not limited to) the use of images, drawings, models, material of research, graphics. It is included the right of each Party to mention the name and/or the logo and/or the trademarks of the other Party by use of its own communication channels, both electronic channels and not, as a consequence of the cooperation.
- 7.3. Notwithstanding the preceding provisions, each Party shall not use the name and/or the logo and/or the trademark of the other Party without written authorization for purposes and/or aims different from those provided for in the Agreement.

#### **8. Confidentiality**

- 8.1. Any documentation and technical or methodological information that the Parties may exchange in relation to the Agreement, shall be considered as reserved. Therefore, the Parties shall not use them for other purposes than those for which they were provided for, without prior written consent of the Disclosing Party.

8.2. Each Party undertakes not to disclose to third parties any confidential information which might be communicated by the other Party, nor the confidential material eventually delivered for the execution of the Agreement.

In any case, the following information shall not be considered confidential:

- a) which are of the public domain or become public not after actions or omissions of the Parties;
- b) which have been communicated by a third party without obligation of confidentiality;
- c) which have been developed independently by the other party;
- d) which have been rendered public by law.

8.3. The obligation of confidentiality provided for herein shall remain valid even after the conclusion of the Agreement and in any case until the confidential information does not become public.

## 9. Personal Data

9.1. Since the Parties could need to process personal data during the implementation of the activities connected to the execution of the present Agreement, each Party undertakes as of now to process such personal data in accordance with the provisions of the EU Reg. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as in accordance with any other applicable legal provision.

In particular, the Parties undertake to process such personal data according to the principles of fairness, lawfulness, transparency, and confidentiality protection of any involved person, with the exclusive aim to achieve the purposes of the Agreement and fulfil any connected legal provision.

Each Party shall process and keep the personal data collected as a consequence of the Agreement for the period of time strictly limited to the achievement of the aforesaid purposes.

## 10. Applicable Law and Jurisdiction

10.1. The Agreement is governed by the law of Hungary.

10.2. Any dispute, which should arise between the Parties in relation to the Agreement and/or its validity, interpretation, performance and/or termination, will be settled exclusively by the Central District Court of Buda.

## 11. Communications

11.1. Any communication shall be considered valid only if sent by e-mail to the following addresses:

- towards the Project Affiliated:

Robert Mascher – [iroda@fise.hu](mailto:iroda@fise.hu)

- towards the Project Partner:

Katalin Damjanovich – [damjanovich.katalin@mome.hu](mailto:damjanovich.katalin@mome.hu)

## 12. Ethical principles

12.2. Furthermore, the Project Affiliated, on its own and on behalf of its employees and partners declares to know MOME's organizational model and Ethical Code, also available at [www.mome.hu](http://www.mome.hu)


12.3. The Parties agree that the violation, even just partial, by the Project Affiliated of the provisions set forth in the Ethical Code mentioned above can reasonably cause detrimental consequences to MOME and consequently represent a serious breach of the Contract. In such a case, MOME may decide to terminate immediately the Contract, with any legal consequence.

Budapest, 09.12. 2023



Project Partner  
Réka Matheidesz  
CEO  
MOME

Project Affiliate  
Robert Mascher  
president  
FISE

 **Fiatal Iparművészek  
Stúdiója Egyesület**  
Studio of Young Designers Association  
1054 Budapest, Kálmán Imre utca 16.  
Tel.: 311-3051 e-mail: [iroda@fise.hu](mailto:iroda@fise.hu)  
Adószám: 19 638744-1-41  
Számiaszám: 11705008-20436113

**SHAPING THE FUTURE (STF)**

**Project Number: 101055789**

**Project Call: CREA-CULT-2021-COOP**

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

**Flying Objects Design Studio Kft**, with registered office in 4 Vámház Blvd, Budapest H-1053, tax number HU24296270, represented by András Húnfalvi CEO (hereinafter "Project Affiliated")

**and**

**Moholy-Nagy University of Art and Design** with registered office in 9-25. Zugligeti út, 1121 Budapest, Hungary, 19253172-2-43 (hereinafter also as "Project Partner")

Collectively, the Parties

**WHEREAS**

- Flying Objects Design Studio Kft is a design studio operating in the field of industrial design (hereinafter "Flying Objects");
  - Moholy-Nagy University of Art and Design is a university operating in the field of art and design (hereinafter "MOME");
  - With this Memorandum of Understanding (hereinafter "MoU") the Parties intend to start and regulate a mutual cooperation (hereinafter "Partnership"), useful and constructive for both of them, regarding the Creative Europe Project "Shaping The Future" - STF – Project n. 101055789 – Call: CREA-CULT-2021-COOP (hereinafter, "STF").
- Now therefore, the Parties hereby

**GIVEN THAT**

The overall goal of the project is creating and validating a model for empowering European visual artists in producing, disseminating and marketing their creations at international level by mastering and participating in current and future technological and audience trends.

To achieve this overall goal, the following objectives were designed:

- Specific Objective 1: To provide emerging visual artists a series of competencies and skills in the realm of digital tools and methodologies.
- Specific Objective 2 To build the capacity of partner organizations' staff of understanding new technologies in digital arts, to provide better training and support to visual artists.
- Specific Objective 3: To create and pilot a support scheme to facilitate visual artists in undertaking artistic processes and developing futuristic ideas and artworks.

The project will produce the following results:

- OUTCOME 1. An integrated model for supporting visual artists in facing the challenges and opportunities of digital arts are developed.
- OUTCOME 2. A training methodology is tested and validated with project partners' staff and with n. 16 visual artists from n. 4 Countries.
- OUTCOME 3. A support scheme for helping n. 16 visual artists deliver innovative digital artworks using new technologies that are tested and validated in n. 4 Countries, with the support of a network of local and international stakeholders.

**WITH REGARD TO**

OUTCOME 3 and the creation of a Network of local and international stakeholders.

**Parties agree as follows:**

**1 Premises**

- 1.1** The Contract and the premises above are significant and essential parts of the MoU.

**2. Object**

- 2.1** The object of the MoU is to include the Project Affiliated into the network of local and international stakeholders that will support the STF visual artists in producing, disseminating and marketing their creation.

The MoU will define and share between the Parties their respective commitments in the management of the Partnership and their mutual obligations.

### **3. General duties of the Parties**

- 3.1.** Each party shall perform its own duties in the condition of economic and managing total autonomy, operating in full compliance with the obligations under the Agreement.
- 3.2.** The Parties hereby undertake to provide each other with the widest possible cooperation for the execution of the Agreement.
- 3.3.** Each Party undertakes to give the highest visibility to the Partnership and to the other Party according to the obligations specified in art. 4.
- 3.4.** The Agreement shall not lead to any corporate, associative or different obligation between the Parties other than the obligations concerning the cooperation governed by this Agreement.

### **4. Obligations of the Parties**

- 4.1.** Each Party undertakes to carry out the following activities, at its sole and exclusive responsibility.
- 4.2.** In particular, the Parties undertake as follows:
- 4.2.1** As for the Project Partner:
- a) Communicate and promote the Partnership with the Project Affiliated through its online and offline channels (social media, website, etc.) and through a press release;
  - b) Insert the Project Affiliated logo in the "STF Network" and in any promotional communication related to the Network;
  - c) Inform the Project Affiliated about potential future projects related to STF.
- 4.2.2** As for the Project Affiliated:
- a) Communicate and promote the Partnership through its online and offline channels (social media, website, etc.);
  - b) Collaborating with the Project Partner and attending online or in person meetings if necessary
  - c) Support the STF visual artists in one or more of the following ways:
    - Through an economic contribution
    - Through an in-kind contribution
    - Hosting the artist(s) and his or her work at its location
    - Promoting through its own or third-party media the artist(s) and related work(s)

### **5. Fees**

- 5.1.** The Parties agree and mutually acknowledge that the Partnership is completely free, in consideration of the fact that the Parties have identified the scope of this Agreement both in the benefits for their respective business activities, and in economic and non-economic advantages arising from the development of the same. Except unless otherwise agreed in writing, no payment will be due in relation to this Agreement. Therefore, each Party shall not expect any payment from the other, for any reason or title, as a result of the Agreement.

### **6. Effectiveness, lasting, termination and Force majeure events**

- 6.1.** The Agreement shall enter into force from the date of its signature by both parties and will be valid and effective from 1st November 2023 until 30th June 2024. At the end of such a period, the Agreement shall cease automatically.
- 6.2.** The Parties agree as of now that in case an event of Force Majeure occurs (such as natural disasters, fire, flood, wars, declared and not declared, restrictive measures of epidemics and sanitary emergencies), the Party who may suffer consequences because of such an Event, shall inform the other Party about the Event and its effects on its capability of fulfilling the contractual obligations. In such a case, the Parties shall meet in order to adopt any necessary measure useful to void or reduce the Event effects or shall friendly agree new modes and terms for the contractual obligations fulfilment. During the whole time, the Event is producing effects, the defaulting Party shall not be considered liable for the fulfilment of the contractual obligations prevented by the Event, notwithstanding that they shall be fulfilled in any case as soon as possible once the Event vanishes, if still interesting for both Parties.

### **7. Advertisements and use of distinctive features**

- 7.1.** Each Party is entitled to use the other Party name, the trademarks and the distinctive features exclusively for the performance of the Agreement in any promotional communication concerning the Partnership and the Network.
- 7.2.** Each Party is entitled to mention the occurred performance of the Partnership, exclusively for promotional purposes, even after the conclusion of the Agreement, by use of its own communication channels and also through (including but not limited to) the use of images, drawings, models, material of research, graphics. It is included the right of each Party to mention the name and/or the logo and/or the trademarks of the other Party by use of its own communication channels, both electronic channels and not, as a consequence of the cooperation.
- 7.3.** Notwithstanding the preceding provisions, each Party shall not use the name and/or the logo and/or the trademark of the other Party without written authorization for purposes and/or aims different from those provided for in the Agreement.

### **8. Confidentiality**

- 8.1.** Any documentation and technical or methodological information that the Parties may exchange in relation to the Agreement, shall be considered as reserved. Therefore, the Parties shall not use them for other purposes than those for which they were provided for, without prior written consent of the Disclosing Party.

**8.2.** Each Party undertakes not to disclose to third parties any confidential information which might be communicated by the other Party, nor the confidential material eventually delivered for the execution of the Agreement.

In any case, the following information shall not be considered confidential:

- a) which are of the public domain or become public not after actions or omissions of the Parties;
- b) which have been communicated by a third party without obligation of confidentiality;
- c) which have been developed independently by the other party;
- d) which have been rendered public by law.

**8.3.** The obligation of confidentiality provided for herein shall remain valid even after the conclusion of the Agreement and in any case until the confidential information does not become public.

## **9. Personal Data**

**9.1.** Since the Parties could need to process personal data during the implementation of the activities connected to the execution of the present Agreement, each Party undertakes as of now to process such personal data in accordance with the provisions of the EU Reg. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as in accordance with any other applicable legal provision.

In particular, the Parties undertake to process such personal data according to the principles of fairness, lawfulness, transparency, and confidentiality protection of any involved person, with the exclusive aim to achieve the purposes of the Agreement and fulfil any connected legal provision.

Each Party shall process and keep the personal data collected as a consequence of the Agreement for the period of time strictly limited to the achievement of the aforesaid purposes.

## **10. Applicable Law and Jurisdiction**

**10.1.** The Agreement is governed by the law of Hungary.

**10.2.** Any dispute, which should arise between the Parties in relation to the Agreement and/or its validity, interpretation, performance and/or termination, will be settled exclusively by the Central District Court of Buda.

## **11. Communications**

**11.1.** Any communication shall be considered valid only if sent by e-mail to the following addresses:

- towards the Project Affiliated:

András Húnfalvi - info@flyingobjects.hu

- towards the Project Partner:

Katalin Damjanovich – damjanovich.katalin@mome.hu

## **12. Ethical principles**

**12.2.** Furthermore, the Project Affiliated, on its own and on behalf of its employees and partners declares to know MOME's organizational model and Ethical Code, also available at [www.mome.hu](http://www.mome.hu)

**12.3.** The Parties agree that the violation, even just partial, by the Project Affiliated of the provisions set forth in the Ethical Code mentioned above can reasonably cause detrimental consequences to MOME and consequently represent a serious breach of the Contract. In such a case, MOME may decide to terminate immediately the Contract, with any legal consequence.

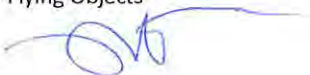
Budapest, 11<sup>th</sup> December 2023

### **Project Affiliated**

András Húnfalvi

CEO

Flying Objects



### **Project Partner**

Réka Matheidesz

CEO

MOME

**SHAPING THE FUTURE (STF)**

**Project Number: 101055789**

**Project Call: CREA-CULT-2021-COOP**

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

**Hungarian Design Cultural Foundation**, with registered office in 27. Thallóczy Lajos utca, 1115 Budapest, Hungary, tax number 18038213-1-43, represented by Dr. Ferenc Sebestény, president (hereinafter "Project Affiliated")

**and**

**Moholy-Nagy University of Art and Design** with registered office in 9-25. Zugligeti út, 1121 Budapest, Hungary, 19253172-2-43 (hereinafter also as "Project Partner")

Collectively, the Parties

**WHEREAS**

- **Hungarian Design Cultural Foundation** has aimed at the support and promotion of artists and art collectives in their efforts to shape the visual environment and to promote the cultural design heritage of Hungary. (hereinafter "HDCF");
  - Moholy-Nagy University of Art and Design is a university operating in the field of art and design (hereinafter "MOME");
  - With this Memorandum of Understanding (hereinafter "MoU") the Parties intend to start and regulate a mutual cooperation (hereinafter "Partnership"), useful and constructive for both of them, regarding the Creative Europe Project "Shaping The Future" - STF – Project n. 101055789 – Call: CREA-CULT-2021-COOP (hereinafter, "STF").
- Now therefore, the Parties hereby

**GIVEN THAT**

The overall goal of the project is creating and validating a model for empowering European visual artists in producing, disseminating and marketing their creations at international level by mastering and participating in current and future technological and audience trends.

To achieve this overall goal, the following objectives were designed:

- Specific Objective 1: To provide emerging visual artists a series of competencies and skills in the realm of digital tools and methodologies.
- Specific Objective 2 To build the capacity of partner organizations' staff of understanding new technologies in digital arts, to provide better training and support to visual artists.
- Specific Objective 3: To create and pilot a support scheme to facilitate visual artists in undertaking artistic processes and developing futuristic ideas and artworks.

The project will produce the following results:

- OUTCOME 1. An integrated model for supporting visual artists in facing the challenges and opportunities of digital arts are developed.
- OUTCOME 2. A training methodology is tested and validated with project partners' staff and with n. 16 visual artists from n. 4 Countries.
- OUTCOME 3. A support scheme for helping n. 16 visual artists deliver innovative digital artworks using new technologies that are tested and validated in n. 4 Countries, with the support of a network of local and international stakeholders.

**WITH REGARD TO**

OUTCOME 3 and the creation of a Network of local and international stakeholders.

**Parties agree as follows:**

**1 Premises**

- 1.1 The Contract and the premises above are significant and essential parts of the MoU.

**2. Object**

- 2.1 The object of the MoU is to include the Project Affiliated into the network of local and international stakeholders that will support the STF visual artists in producing, disseminating and marketing their creation.

The MoU will define and share between the Parties their respective commitments in the management of the Partnership and their mutual obligations.

### **3. General duties of the Parties**

- 3.1. Each party shall perform its own duties in the condition of economic and managing total autonomy, operating in full compliance with the obligations under the Agreement.
- 3.2. The Parties hereby undertake to provide each other with the widest possible cooperation for the execution of the Agreement.
- 3.3. Each Party undertakes to give the highest visibility to the Partnership and to the other Party according to the obligations specified in art. 4.
- 3.4. The Agreement shall not lead to any corporate, associative or different obligation between the Parties other than the obligations concerning the cooperation governed by this Agreement.

### **4. Obligations of the Parties**

- 4.1 Each Party undertakes to carry out the following activities, at its sole and exclusive responsibility.
- 4.2. In particular, the Parties undertake as follows:
- 4.2.1 As for the Project Partner:
- a) Communicate and promote the Partnership with the Project Affiliated through its online and offline channels (social media, website, etc.) and through a press release;
  - b) Insert the Project Affiliated logo in the "STF Network" and in any promotional communication related to the Network;
  - c) Inform the Project Affiliated about potential future projects related to STF.
- 4.2.2 As for the Project Affiliated:
- a) Communicate and promote the Partnership through its online and offline channels (social media, website, etc.);
  - b) Collaborating with the Project Partner and attending online or in person meetings if necessary
  - c) Support the STF visual artists in one or more of the following ways:
    - Through an economic contribution
    - Through an in-kind contribution
    - Hosting the artist(s) and his or her work at its location
    - Promoting through its own or third-party media the artist(s) and related work(s)

### **5. Fees**

- 5.1. The Parties agree and mutually acknowledge that the Partnership is completely free, in consideration of the fact that the Parties have identified the scope of this Agreement both in the benefits for their respective business activities, and in economic and non-economic advantages arising from the development of the same. Except unless otherwise agreed in writing, no payment will be due in relation to this Agreement. Therefore, each Party shall not expect any payment from the other, for any reason or title, as a result of the Agreement.

### **6. Effectiveness, lasting, termination and Force majeure events**

- 6.1. The Agreement shall enter into force from the date of its signature by both parties and will be valid and effective from 1st November 2023 until 30th June 2024. At the end of such a period, the Agreement shall cease automatically.
- 6.2. The Parties agree as of now that in case an event of Force Majeure occurs (such as natural disasters, fire, flood, wars, declared and not declared, restrictive measures of epidemics and sanitary emergencies), the Party who may suffer consequences because of such an Event, shall inform the other Party about the Event and its effects on its capability of fulfilling the contractual obligations. In such a case, the Parties shall meet in order to adopt any necessary measure useful to void or reduce the Event effects or shall friendly agree new modes and terms for the contractual obligations fulfilment. During the whole time, the Event is producing effects, the defaulting Party shall not be considered liable for the fulfilment of the contractual obligations prevented by the Event, notwithstanding that they shall be fulfilled in any case as soon as possible once the Event vanishes, if still interesting for both Parties.

### **7. Advertisements and use of distinctive features**

- 7.1. Each Party is entitled to use the other Party name, the trademarks and the distinctive features exclusively for the performance of the Agreement in any promotional communication concerning the Partnership and the Network.
- 7.2. Each Party is entitled to mention the occurred performance of the Partnership, exclusively for promotional purposes, even after the conclusion of the Agreement, by use of its own communication channels and also through (including but not limited to) the use of images, drawings, models, material of research, graphics. It is included the right of each Party to mention the name and/or the logo and/or the trademarks of the other Party by use of its own communication channels, both electronic channels and not, as a consequence of the cooperation.
- 7.3. Notwithstanding the preceding provisions, each Party shall not use the name and/or the logo and/or the trademark of the other Party without written authorization for purposes and/or aims different from those provided for in the Agreement.

### **8. Confidentiality**

- 8.1. Any documentation and technical or methodological information that the Parties may exchange in relation to the Agreement, shall be considered as reserved. Therefore, the Parties shall not use them for other purposes than those for which they were provided for, without prior written consent of the Disclosing Party.

**8.2.** Each Party undertakes not to disclose to third parties any confidential information which might be communicated by the other Party, nor the confidential material eventually delivered for the execution of the Agreement.

In any case, the following information shall not be considered confidential:

- a) which are of the public domain or become public not after actions or omissions of the Parties;
- b) which have been communicated by a third party without obligation of confidentiality;
- c) which have been developed independently by the other party;
- d) which have been rendered public by law.

**8.3.** The obligation of confidentiality provided for herein shall remain valid even after the conclusion of the Agreement and in any case until the confidential information does not become public.

## **9. Personal Data**

**9.1.** Since the Parties could need to process personal data during the implementation of the activities connected to the execution of the present Agreement, each Party undertakes as of now to process such personal data in accordance with the provisions of the EU Reg. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as in accordance with any other applicable legal provision.

In particular, the Parties undertake to process such personal data according to the principles of fairness, lawfulness, transparency, and confidentiality protection of any involved person, with the exclusive aim to achieve the purposes of the Agreement and fulfil any connected legal provision.

Each Party shall process and keep the personal data collected as a consequence of the Agreement for the period of time strictly limited to the achievement of the aforesaid purposes.

## **10. Applicable Law and Jurisdiction**

**10.1.** The Agreement is governed by the law of Hungary.

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## **11. Communications**

**11.1.** Any communication shall be considered valid only if sent by e-mail to the following addresses:

-towards the Project Affiliated:

Dr. Ferenc Sebestény president of HDCF – sebesteny.ferenc@me.com

- towards the Project Partner:

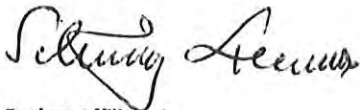
Katalin Damjanovich – damjanovich.katalin@mome.hu

## **12. Ethical principles**

**12.2.** Furthermore, the Project Affiliated, on its own and on behalf of its employees and partners declares to know MOME's organizational model and Ethical Code, also available at [www.mome.hu](http://www.mome.hu)

**12.3.** The Parties agree that the violation, even just partial, by the Project Affiliated of the provisions set forth in the Ethical Code mentioned above can reasonably cause detrimental consequences to MOME and consequently represent a serious breach of the Contract. In such a case, MOME may decide to terminate immediately the Contract, with any legal consequence.

Budapest, 11<sup>th</sup> of December 2023



**Project Affiliated**  
Dr. Ferenc Sebestény  
president, HDCF



**Project Partner**  
Réka Matheidesz  
CEO  
MOME

**SHAPING THE FUTURE (STF)**

**Project Number: 101055789**

**Project Call: CREA-CULT-2021-COOP**

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

ADEM vzw, with registered office in Brussels, Vat number NO, represented by Alexandra Dementieva (hereinafter "Project Affiliated")

**and**

i-City/Cityfab 1, with registered office in Brussels, Vat number BE0207373429, in the person of the Special Attorney i-City (hereinafter also as "Project Partner")

Collectively, the Parties

**WHEREAS**

- Alexandra Dementieva is a visual artist operating in the field of digital art and media (hereinafter "ADEM");
  - i-City/Cityfab 1 is an organization operating in the field of city related ICT/fabrication laboratory (hereinafter "CF1");
  - With this Memorandum of Understanding (hereinafter "MoU") the Parties intend to start and regulate a mutual cooperation (hereinafter "Partnership"), useful and constructive for both of them, regarding the Creative Europe Project "Shaping The Future" - STF – Project n. 101055789 – Call: CREA-CULT-2021-COOP (hereinafter, "STF").
- Now therefore, the Parties hereby.

**GIVEN THAT**

The overall goal of the project is creating and validating a model for empowering European visual artists in producing, disseminating and marketing their creations at international level by mastering and participating in current and future technological and audience trends.

To achieve this overall goal, the following objectives were designed:

- Specific Objective 1: To provide emerging visual artists with a series of competencies and skills in the realm of digital tools and methodologies.
- Specific Objective 2 To build the capacity of partner organizations' staff to understand new technologies in digital arts, to provide better training and support to visual artists.
- Specific Objective 3: To create and pilot a support scheme to facilitate visual artists in undertaking artistic processes and developing futuristic ideas and artworks.

The project will produce the following results:

- OUTCOME 1. An integrated model for supporting visual artists in facing the challenges and opportunities of digital arts are developed.
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- OUTCOME 3. A support scheme for helping n. 16 visual artists deliver innovative digital artworks using new technologies that are tested and validated in n. 4 Countries, with the support of a network of local and international stakeholders.

**WITH REGARD TO**

OUTCOME 3 and the creation of a Network of local and international stakeholders.

**Parties agree as follows:**

**1 Premises**

- 1.1** The Contract and the premises above are significant and essential parts of the MoU.

**2. Object**

- 2.1** The object of the MoU is to include the Project Affiliated into the network of local and international stakeholders that will support the STF visual artists in producing, disseminating and marketing their creation.

The MoU will define and share between the Parties their respective commitments in the management of the Partnership and their mutual obligations.

### **3. General duties of the Parties**

**3.1.** Each party shall perform its own duties in the condition of economic and managing total autonomy, operating in full compliance with the obligations under the Agreement.

**3.2.** The Parties hereby undertake to provide each other with the widest possible cooperation for the execution of the Agreement.

**3.3.** Each Party undertakes to give the highest visibility to the Partnership and to the other Party according to the obligations specified in art. 4.

**3.4.** The Agreement shall not lead to any corporate, associative or different obligation between the Parties other than the obligations concerning the cooperation governed by this Agreement.

### **4. Obligations of the Parties**

**4.1** Each Party undertakes to carry out the following activities, at its sole and exclusive responsibility.

**4.2.** In particular, the Parties undertake as follows:

#### **4.2.1** As for the Project Partner:

- a) Communicate and promote the Partnership with the Project Affiliated through its online and offline channels (social media, website, etc.) and through a press release;
- b) Insert the Project Affiliated logo in the "STF Network" and in any promotional communication related to the Network;
- c) Inform the Project Affiliated about potential future projects related to STF.

#### **4.2.2** As for the Project Affiliated:

- a) Communicate and promote the Partnership through its online and offline channels (social media, website, etc.);
- b) Collaborating with the Project Partner and attending online or in person meetings if necessary
- c) Support the STF visual artists in one or more of the following ways:
  - Through an economic contribution
  - Through an in-kind contribution
  - Hosting the artist(s) and his or her work at its location
  - Promoting through its own or third-party media the artist(s) and related work(s)

### **5. Fees**

**5.1.** The Parties agree and mutually acknowledge that the Partnership is completely free, in consideration of the fact that the Parties have identified the scope of this Agreement both in the benefits for their respective business activities, and in economic and non-economic advantages arising from the development of the same. Except unless otherwise agreed in writing, no payment will be due in relation to this Agreement. Therefore, each Party shall not expect any payment from the other, for any reason or title, as a result of the Agreement.

### **6. Effectiveness, lasting, termination and Force majeure events**

**6.1.** The Agreement shall enter into force from the date of its signature by both parties and will be valid and effective from 1st November 2023 until 30th June 2024. At the end of such a period, the Agreement shall cease automatically.

**6.2.** The Parties agree as of now that in case an event of Force Majeure occurs (such as natural disasters, fire, flood, wars, declared and not declared, restrictive measures of epidemics and sanitary emergencies), the Party who may suffer consequences because of such an Event, shall inform the other Party about the Event and its effects on its capability of fulfilling the contractual obligations. In such a case, the Parties shall meet in order to adopt any necessary measure useful to void or reduce the Event effects or shall friendly agree new modes and terms for the contractual obligation's fulfilment. During the whole time, the Event is producing effects, the defaulting Party shall not be considered liable for the fulfilment of the contractual obligations prevented by the Event, notwithstanding that they shall be fulfilled in any case as soon as possible once the Event vanishes, if still interesting for both Parties.

### **7. Advertisements and use of distinctive features**

**7.1.** Each Party is entitled to use the other Party name, the trademarks and the distinctive features exclusively for the performance of the Agreement in any promotional communication concerning the Partnership and the Network.

**7.2.** Each Party is entitled to mention the occurred performance of the Partnership, exclusively for promotional purposes, even after the conclusion of the Agreement, by use of its own communication channels and through (including but not limited to) the use of images, drawings, models, material of research, graphics. It includes the right of each Party to mention the name and/or the logo and/or the trademarks of the other Party by use of its own communication channels, both electronic channels and not, as a consequence of the cooperation.

**7.3.** Notwithstanding the preceding provisions, each Party shall not use the name and/or the logo and/or the trademark of the other Party without written authorization for purposes and/or aims different from those provided for in the Agreement.

### **8. Confidentiality**

**8.1.** Any documentation and technical or methodological information that the Parties may exchange in relation to the Agreement, shall be considered as reserved.

Therefore, the Parties shall not use them for other purposes than those for which they were provided for, without prior written consent of the Disclosing Party.

**8.2.** Each Party undertakes not to disclose to third parties any confidential information which might be communicated by the other Party, nor the confidential material eventually delivered for the execution of the Agreement.

In any case, the following information shall not be considered confidential:

- a) which are of the public domain or become public not after actions or omissions of the Parties;
- b) which have been communicated by a third party without obligation of confidentiality;
- c) which have been developed independently by the other party;
- d) which have been rendered public by law.

**8.3.** The obligation of confidentiality provided for herein shall remain valid even after the conclusion of the Agreement and in any case until the confidential information does not become public.

## **9. Personal Data**

**9.1.** Since the Parties could need to process personal data during the implementation of the activities connected to the execution of the present Agreement, each Party undertakes as of now to process such personal data in accordance with the provisions of the EU Reg. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as in accordance with any other applicable legal provision.

In particular, the Parties undertake to process such personal data according to the principles of fairness, lawfulness, transparency, and confidentiality protection of any involved person, with the exclusive aim to achieve the purposes of the Agreement and fulfil any connected legal provision.

Each Party shall process and keep the personal data collected as a consequence of the Agreement for the period of time strictly limited to the achievement of the aforesaid purposes.

## **10. Applicable Law and Jurisdiction**

**10.1.** The Agreement is governed by Belgium Law.

**10.2.** Any dispute, which should arise between the Parties in relation to the Agreement and/or its validity, interpretation, performance and/or termination, will be settled exclusively by the Court of Brussels.

## **11. Communications**

**11.1.** Any communication shall be considered valid only if sent by e-mail to the following addresses:

-towards the Project Affiliated: ADEM vzw – ademxl@gmail.com

- towards the Project Partner: CF1 - contact@cityfab1.brussels

## **12. Ethical principles**

**12.1.** The Parties declare to know the content of the Belgian legislation against public and private corruption (*Loi du 10 février 1999 relative à la répression de la corruption*)

**12.2.** Furthermore, the Project Affiliated, on its own and on behalf of its employees and partners pursuant Belgian legislation which establishes accountability of legal person (*Loi du 4 mai 1999 instaurant la responsabilité pénale des personnes morales*).

**12.3.** The Parties agree that the violation, even just partial, by the Project Affiliated of the provisions set for in the legislation mentioned above can reasonably cause detrimental consequences to CF1 and consequently represent a serious breach of the Contract. In such a case, CF1 may decide to terminate immediately the Contract, with any legal consequence.

## **13. Miscellaneous**

**13.1** The Parties acknowledge that the terms and conditions of this Agreement are the result of a mutual negotiation, so that Belgian legislation relating to unfair clauses and membership contracts shall not apply thereto.

Brussels , 16 December 2023

### **Project Affiliated**

Name Alexandra Dementieva  
Role represente ADEM vzw



### **Project Partner**

Name Bart Vandeput  
Role represent Cityfab1



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**SHAPING THE FUTURE (STF)**

**Project Number: 101055789**

**Project Call: CREA-CULT-2021-COOP**

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

**Juliette Bibasse**, (hereinafter "Project Affiliated")

**and**

**i-City/Cityfab 1**, with registered office in Brussels, Vat number BE0207373429, in the person of the Special Attorney Gwenaëlle de Spa (hereinafter also as "Project Partner")

Collectively, the Parties

**WHEREAS**

- Juliette Bibasse is an independent curator operating in the field of Digital Arts (hereinafter "Organization Acronym");
  - With this Memorandum of Understanding (hereinafter "MoU") the Parties intend to start and regulate a mutual cooperation (hereinafter "Partnership"), useful and constructive for both of them, regarding the Creative Europe Project "Shaping The Future" - STF – Project n. 101055789 – Call: CREA-CULT-2021-COOP (hereinafter, "STF").
- Now therefore, the Parties hereby.

**GIVEN THAT**

The overall goal of the project is creating and validating a model for empowering European visual artists in producing, disseminating and marketing their creations at international level by mastering and participating in current and future technological and audience trends.

To achieve this overall goal, the following objectives were designed:

- Specific Objective 1: To provide emerging visual artists with a series of competencies and skills in the realm of digital tools and methodologies.
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**WITH REGARD TO**

OUTCOME 3 and the creation of a Network of local and international stakeholders.

**Parties agree as follows:**

**1 Premises**

- 1.1** The Contract and the premises above are significant and essential parts of the MoU.

**2. Object**

- 2.1** The object of the MoU is to include the Project Affiliated into the network of local and international stakeholders that will support the STF visual artists in producing, disseminating and marketing their creation.

The MoU will define and share between the Parties their respective commitments in the management of the Partnership and their mutual obligations.

**3. General duties of the Parties**

**3.1.** Each party shall perform its own duties in the condition of economic and managing total autonomy, operating in full compliance with the obligations under the Agreement.

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#### **4. Obligations of the Parties**

**4.1** Each Party undertakes to carry out the following activities, at its sole and exclusive responsibility.

**4.2.** In particular, the Parties undertake as follows:

**4.2.1** As for the Project Partner:

- a) Communicate and promote the Partnership with the Project Affiliated through its online and offline channels (social media, website, etc.) and through a press release;
- b) Insert the Project Affiliated logo in the "STF Network" and in any promotional communication related to the Network;
- c) Inform the Project Affiliated about potential future projects related to STF.

**4.2.2** As for the Project Affiliated:

- a) Communicate and promote the Partnership through its online and offline channels (social media, website, etc.);
- b) Collaborating with the Project Partner and attending online or in person meetings if necessary
- c) Support the STF visual artists in one or more of the following ways:
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**6.1.** The Agreement shall enter into force from the date of its signature by both parties and will be valid and effective from 1st November 2023 until 30th June 2024. At the end of such a period, the Agreement shall cease automatically.

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**7.2.** Each Party is entitled to mention the occurred performance of the Partnership, exclusively for promotional purposes, even after the conclusion of the Agreement, by use of its own communication channels and through (including but not limited to) the use of images, drawings, models, material of research, graphics. It includes the right of each Party to mention the name and/or the logo and/or the trademarks of the other Party by use of its own communication channels, both electronic channels and not, as a consequence of the cooperation.

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## **10. Applicable Law and Jurisdiction**

**10.1.** The Agreement is governed by Belgium law.

**10.2.** Any dispute, which should arise between the Parties in relation to the Agreement and/or its validity, interpretation, performance and/or termination, will be settled exclusively by the court of Brussels.

## **11. Communications**

**11.1.** Any communication shall be considered valid only if sent by e-mail to the following addresses:

-towards the Project Affiliated:

..... - .....

- towards the Project Partner:

[contact@cityfab1.brussels](mailto:contact@cityfab1.brussels)

## **12. Ethical principles**

**12.1.** The Parties declare to know the content of the Belgian legislation against public and private corruption (*Loi du 10 février 1999 relative à la répression de la corruption*)

**12.2.** Furthermore, the Project Affiliated, on its own and on behalf of its employees and partners pursuant Belgian legislation which establishes accountability of legal person (*Loi du 4 mai 1999 instaurant la responsabilité pénale des personnes morales*).

**12.3.** The Parties agree that the violation, even just partial, by the Project Affiliated of the provisions set for in the legislation mentioned above can reasonably cause detrimental consequences to *i-City/Cityfab 1* and consequently represent a serious breach of the Contract. In such a case, *i-City/Cityfab 1* may decide to terminate immediately the Contract, with any legal consequence.

## **13. Miscellaneous**

**13.1** The Parties acknowledge that the terms and conditions of this Agreement are the result of a mutual negotiation, so that Belgian legislation relating to unfair clauses and membership contracts shall not apply thereto.

In Brussels, December 8th 2023

### **Project Affiliated**

Name Juliette Bibasse  
Role independent curator



### **Project Partner**

Name  
Role



**SHAPING THE FUTURE (STF)**

**Project Number: 101055789**

**Project Call: CREA-CULT-2021-COOP**

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

Gluon, with registered office in Brussels, Vat number 0887.643.436, represented by Christophe De Jaeger (hereinafter "Project Affiliated")

**and**

i-City/Cityfab 1, with registered office in Brussels, Vat number BE0207373429, in the person of the Special Attorney i-City (hereinafter also as "Project Partner")

Collectively, the Parties

**WHEREAS**

- GLUON is a ..... operating in the field of ..... (hereinafter "Organization Acronym");

- i-City/Cityfab 1 is an organization operating in the field of city related ICT/fabrication laboratory (hereinafter "CF1");

- With this Memorandum of Understanding (hereinafter "MoU") the Parties intend to start and regulate a mutual cooperation (hereinafter "Partnership"), useful and constructive for both of them, regarding the Creative Europe Project "Shaping The Future" - STF – Project n. 101055789 – Call: CREA-CULT-2021-COOP (hereinafter, "STF").

Now therefore, the Parties hereby.

**GIVEN THAT**

The overall goal of the project is creating and validating a model for empowering European visual artists in producing, disseminating and marketing their creations at international level by mastering and participating in current and future technological and audience trends.

To achieve this overall goal, the following objectives were designed:

- Specific Objective 1: To provide emerging visual artists with a series of competencies and skills in the realm of digital tools and methodologies.
- Specific Objective 2 To build the capacity of partner organizations' staff to understand new technologies in digital arts, to provide better training and support to visual artists.
- Specific Objective 3: To create and pilot a support scheme to facilitate visual artists in undertaking artistic processes and developing futuristic ideas and artworks.

The project will produce the following results:

- OUTCOME 1. An integrated model for supporting visual artists in facing the challenges and opportunities of digital arts are developed.
- OUTCOME 2. A training methodology is tested and validated with project partners' staff and with n. 16 visual artists from n. 4 Countries.
- OUTCOME 3. A support scheme for helping n. 16 visual artists deliver innovative digital artworks using new technologies that are tested and validated in n. 4 Countries, with the support of a network of local and international stakeholders.

**WITH REGARD TO**

OUTCOME 3 and the creation of a Network of local and international stakeholders.

**Parties agree as follows:**

**1 Premises**

- 1.1** The Contract and the premises above are significant and essential parts of the MoU.

**2. Object**

- 2.1** The object of the MoU is to include the Project Affiliated into the network of local and international stakeholders that will support the STF visual artists in producing, disseminating and marketing their creation.

The MoU will define and share between the Parties their respective commitments in the management of the Partnership and their mutual obligations.



### **3. General duties of the Parties**

**3.1.** Each party shall perform its own duties in the condition of economic and managing total autonomy, operating in full compliance with the obligations under the Agreement.

**3.2.** The Parties hereby undertake to provide each other with the widest possible cooperation for the execution of the Agreement.

**3.3.** Each Party undertakes to give the highest visibility to the Partnership and to the other Party according to the obligations specified in art. 4.

**3.4.** The Agreement shall not lead to any corporate, associative or different obligation between the Parties other than the obligations concerning the cooperation governed by this Agreement.

### **4. Obligations of the Parties**

**4.1** Each Party undertakes to carry out the following activities, at its sole and exclusive responsibility.

**4.2.** In particular, the Parties undertake as follows:

#### **4.2.1 As for the Project Partner:**

- a) Communicate and promote the Partnership with the Project Affiliated through its online and offline channels (social media, website, etc.) and through a press release;
- b) Insert the Project Affiliated logo in the "STF Network" and in any promotional communication related to the Network;
- c) Inform the Project Affiliated about potential future projects related to STF.

#### **4.2.2 As for the Project Affiliated:**

- a) Communicate and promote the Partnership through its online and offline channels (social media, website, etc.);
- b) Collaborating with the Project Partner and attending online or in person meetings if necessary
- c) Support the STF visual artists in one or more of the following ways:
  - Present a couple of outcomes of the project at Gluon (after discussion with consortium)
  - Host a lecture on the project
  - Promoting through its own or third-party media the artist(s) and related work(s)

### **5. Fees**

**5.1.** The Parties agree and mutually acknowledge that the Partnership is completely free, in consideration of the fact that the Parties have identified the scope of this Agreement both in the benefits for their respective business activities, and in economic and non-economic advantages arising from the development of the same. Except unless otherwise agreed in writing, no payment will be due in relation to this Agreement. Therefore, each Party shall not expect any payment from the other, for any reason or title, as a result of the Agreement.

### **6. Effectiveness, lasting, termination and Force majeure events**

**6.1.** The Agreement shall enter into force from the date of its signature by both parties and will be valid and effective from 1st November 2023 until 30th June 2024. At the end of such a period, the Agreement shall cease automatically.

**6.2.** The Parties agree as of now that in case an event of Force Majeure occurs (such as natural disasters, fire, flood, wars, declared and not declared, restrictive measures of epidemics and sanitary emergencies), the Party who may suffer consequences because of such an Event, shall inform the other Party about the Event and its effects on its capability of fulfilling the contractual obligations. In such a case, the Parties shall meet in order to adopt any necessary measure useful to void or reduce the Event effects or shall friendly agree new modes and terms for the contractual obligation's fulfilment. During the whole time, the Event is producing effects, the defaulting Party shall not be considered liable for the fulfilment of the contractual obligations prevented by the Event, notwithstanding that they shall be fulfilled in any case as soon as possible once the Event vanishes, if still interesting for both Parties.

### **7. Advertisements and use of distinctive features**

**7.1.** Each Party is entitled to use the other Party name, the trademarks and the distinctive features exclusively for the performance of the Agreement in any promotional communication concerning the Partnership and the Network.

**7.2.** Each Party is entitled to mention the occurred performance of the Partnership, exclusively for promotional purposes, even after the conclusion of the Agreement, by use of its own communication channels and through (including but not limited to) the use of images, drawings, models, material of research, graphics. It includes the right of each Party to mention the name and/or the logo and/or the trademarks of the other Party by use of its own communication channels, both electronic channels and not, as a consequence of the cooperation.

**7.3.** Notwithstanding the preceding provisions, each Party shall not use the name and/or the logo and/or the trademark of the other Party without written authorization for purposes and/or aims different from those provided for in the Agreement.

### **8. Confidentiality**

**8.1.** Any documentation and technical or methodological information that the Parties may exchange in relation to the Agreement, shall be considered as reserved.

Therefore, the Parties shall not use them for other purposes than those for which they were provided for, without prior written consent of the Disclosing Party.



**8.2.** Each Party undertakes not to disclose to third parties any confidential information which might be communicated by the other Party, nor the confidential material eventually delivered for the execution of the Agreement.

In any case, the following information shall not be considered confidential:

- a) which are of the public domain or become public not after actions or omissions of the Parties;
- b) which have been communicated by a third party without obligation of confidentiality;
- c) which have been developed independently by the other party;
- d) which have been rendered public by law.

**8.3.** The obligation of confidentiality provided for herein shall remain valid even after the conclusion of the Agreement and in any case until the confidential information does not become public.

## **9. Personal Data**

**9.1.** Since the Parties could need to process personal data during the implementation of the activities connected to the execution of the present Agreement, each Party undertakes as of now to process such personal data in accordance with the provisions of the EU Reg. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as in accordance with any other applicable legal provision.

In particular, the Parties undertake to process such personal data according to the principles of fairness, lawfulness, transparency, and confidentiality protection of any involved person, with the exclusive aim to achieve the purposes of the Agreement and fulfil any connected legal provision.

Each Party shall process and keep the personal data collected as a consequence of the Agreement for the period of time strictly limited to the achievement of the aforesaid purposes.

## **10. Applicable Law and Jurisdiction**

**10.1.** The Agreement is governed by Belgium Law.

**10.2.** Any dispute, which should arise between the Parties in relation to the Agreement and/or its validity, interpretation, performance and/or termination, will be settled exclusively by the Court of Brussels.

## **11. Communications**

**11.1.** Any communication shall be considered valid only if sent by e-mail to the following addresses:

-towards the Project Affiliated: christophe@gluon.be

- towards the Project Partner: CF1 - contact@cityfab1.brussels

## **12. Ethical principles**

**12.1.** The Parties declare to know the content of the Belgian legislation against public and private corruption (*Loi du 10 février 1999 relative à la répression de la corruption*)

**12.2.** Furthermore, the Project Affiliated, on its own and on behalf of its employees and partners pursuant Belgian legislation which establishes accountability of legal person (*Loi du 4 mai 1999 instaurant la responsabilité pénale des personnes morales*).

**12.3.** The Parties agree that the violation, even just partial, by the Project Affiliated of the provisions set for in the legislation mentioned above can reasonably cause detrimental consequences to CF1 and consequently represent a serious breach of the Contract. In such a case, CF1 may decide to terminate immediately the Contract, with any legal consequence.

## **13. Miscellaneous**

**13.1.** The Parties acknowledge that the terms and conditions of this Agreement are the result of a mutual negotiation, so that Belgian legislation relating to unfair clauses and membership contracts shall not apply thereto.

22 december , 2023

Project Affiliated  
Project Partner

De Jaeger Christophe (Director Gluon)  
Bart Vandeput  
represent Cityfab1



**SHAPING THE FUTURE (STF)**

**Project Number: 101055789**

**Project Call: CREA-CULT-2021-COOP**

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

**iMAL asbl**, with registered office in Quai des Charbonnages 30, 1080 Brussels, Enterprise number BE472.300.621, represented by Lucía García Rodríguez (hereinafter "Project Affiliated")

**and**

**i-City/Cityfab 1**, with registered office in Brussels, Vat number BE0207373429, in the person of the Special Attorney i-City (hereinafter also as "Project Partner")

Collectively, the Parties

**WHEREAS**

- **iMAL** is an Art Centre operating in the field of **Art/Science/Technology/Society** (hereinafter "**iMAL**");
  - **i-City/Cityfab 1** is an organization operating in the field of city related ICT/fabrication laboratory (hereinafter "**CF1**");
  - With this Memorandum of Understanding (hereinafter "MoU") the Parties intend to start and regulate a mutual cooperation (hereinafter "Partnership"), useful and constructive for both of them, regarding the Creative Europe Project "Shaping The Future" - STF – Project n. 101055789 – Call: CREA-CULT-2021-COOP (hereinafter, "STF").
- Now therefore, the Parties hereby.

**GIVEN THAT**

The overall goal of the project is creating and validating a model for empowering European visual artists in producing, disseminating and marketing their creations at international level by mastering and participating in current and future technological and audience trends.

To achieve this overall goal, the following objectives were designed:

- Specific Objective 1: To provide emerging visual artists with a series of competencies and skills in the realm of digital tools and methodologies.
- Specific Objective 2 To build the capacity of partner organizations' staff to understand new technologies in digital arts, to provide better training and support to visual artists.
- Specific Objective 3: To create and pilot a support scheme to facilitate visual artists in undertaking artistic processes and developing futuristic ideas and artworks.

The project will produce the following results:

- OUTCOME 1. An integrated model for supporting visual artists in facing the challenges and opportunities of digital arts are developed.
- OUTCOME 2. A training methodology is tested and validated with project partners' staff and with n. 16 visual artists from n. 4 Countries.
- OUTCOME 3. A support scheme for helping n. 16 visual artists deliver innovative digital artworks using new technologies that are tested and validated in n. 4 Countries, with the support of a network of local and international stakeholders.

**WITH REGARD TO**

OUTCOME 3 and the creation of a Network of local and international stakeholders.

**Parties agree as follows:**

**1 Premises**

- 1.1** The Contract and the premises above are significant and essential parts of the MoU.

**2. Object**

- 2.1** The object of the MoU is to include the Project Affiliated into the network of local and international stakeholders that will support the STF visual artists in producing, disseminating and marketing their creation.

The MoU will define and share between the Parties their respective commitments in the management of the Partnership and their mutual obligations.

### **3. General duties of the Parties**

- 3.1.** Each party shall perform its own duties in the condition of economic and managing total autonomy, operating in full compliance with the obligations under the Agreement.
- 3.2.** The Parties hereby undertake to provide each other with the widest possible cooperation for the execution of the Agreement.
- 3.3.** Each Party undertakes to give the highest visibility to the Partnership and to the other Party according to the obligations specified in art. 4.
- 3.4.** The Agreement shall not lead to any corporate, associative or different obligation between the Parties other than the obligations concerning the cooperation governed by this Agreement.

### **4. Obligations of the Parties**

- 4.1** Each Party undertakes to carry out the following activities, at its sole and exclusive responsibility.
- 4.2.** In particular, the Parties undertake as follows:
  - 4.2.1** As for the Project Partner:
    - a) Communicate and promote the Partnership with the Project Affiliated through its online and offline channels (social media, website, etc.) and through a press release;
    - b) Insert the Project Affiliated logo in the “STF Network” and in any promotional communication related to the Network;
    - c) Inform the Project Affiliated about potential future projects related to STF.
  - 4.2.2** As for the Project Affiliated:
    - a) Communicate and promote the Partnership through its online and offline channels (social media, website, etc.);
    - b) Collaborating with the Project Partner and attending online or in person meetings if necessary
    - c) Support the STF visual artists in one or more of the following ways:
      - Through an economic contribution
      - Through an in-kind contribution
      - Hosting the artist(s) and his or her work at its location
      - Promoting through its own or third-party media the artist(s) and related work(s)

### **5. Fees**

- 5.1.** The Parties agree and mutually acknowledge that the Partnership is completely free, in consideration of the fact that the Parties have identified the scope of this Agreement both in the benefits for their respective business activities, and in economic and non-economic advantages arising from the development of the same. Except unless otherwise agreed in writing, no payment will be due in relation to this Agreement. Therefore, each Party shall not expect any payment from the other, for any reason or title, as a result of the Agreement.

### **6. Effectiveness, lasting, termination and Force majeure events**

- 6.1.** The Agreement shall enter into force from the date of its signature by both parties and will be valid and effective from 1st November 2023 until 30th June 2024. At the end of such a period, the Agreement shall cease automatically.
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- 7.2.** Each Party is entitled to mention the occurred performance of the Partnership, exclusively for promotional purposes, even after the conclusion of the Agreement, by use of its own communication channels and through (including but not limited to) the use of images, drawings, models, material of research, graphics. It includes the right of each Party to mention the name and/or the logo and/or the trademarks of the other Party by use of its own communication channels, both electronic channels and not, as a consequence of the cooperation.
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- a) which are of the public domain or become public not after actions or omissions of the Parties;
- b) which have been communicated by a third party without obligation of confidentiality;
- c) which have been developed independently by the other party;
- d) which have been rendered public by law.

**8.3.** The obligation of confidentiality provided for herein shall remain valid even after the conclusion of the Agreement and in any case until the confidential information does not become public.

## 9. Personal Data

**9.1.** Since the Parties could need to process personal data during the implementation of the activities connected to the execution of the present Agreement, each Party undertakes as of now to process such personal data in accordance with the provisions of the EU Reg. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as in accordance with any other applicable legal provision.

In particular, the Parties undertake to process such personal data according to the principles of fairness, lawfulness, transparency, and confidentiality protection of any involved person, with the exclusive aim to achieve the purposes of the Agreement and fulfil any connected legal provision.

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## 10. Applicable Law and Jurisdiction

**10.1.** The Agreement is governed by Belgium Law.

**10.2.** Any dispute, which should arise between the Parties in relation to the Agreement and/or its validity, interpretation, performance and/or termination, will be settled exclusively by the Court of Brussels.

## 11. Communications

**11.1.** Any communication shall be considered valid only if sent by e-mail to the following addresses:

-towards the Project Affiliated: [lucia@imal.org](mailto:lucia@imal.org)

- towards the Project Partner: CF1 - [contact@cityfab1.brussels](mailto:contact@cityfab1.brussels)

## 12. Ethical principles

**12.1.** The Parties declare to know the content of the Belgian legislation against public and private corruption (*Loi du 10 février 1999 relative à la répression de la corruption*)

**12.2.** Furthermore, the Project Affiliated, on its own and on behalf of its employees and partners pursuant Belgian legislation which establishes accountability of legal person (*Loi du 4 mai 1999 instaurant la responsabilité pénale des personnes morales*).

**12.3.** The Parties agree that the violation, even just partial, by the Project Affiliated of the provisions set for in the legislation mentioned above can reasonably cause detrimental consequences to CF1 and consequently represent a serious breach of the Contract. In such a case, CF1 may decide to terminate immediately the Contract, with any legal consequence.

## 13. Miscellaneous

**13.1** The Parties acknowledge that the terms and conditions of this Agreement are the result of a mutual negotiation, so that Belgian legislation relating to unfair clauses and membership contracts shall not apply thereto.

Brussels, 18.12.2023

**Project Affiliated**

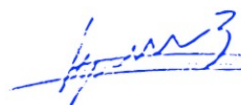
Name [Lucía García Rodríguez](#)

Role Director

**Project Partner**

Name Bart Vandeput

Role represent Cityfab1



**SHAPING THE FUTURE (STF)**

**Project Number: 101055789**

**Project Call: CREA-CULT-2021-COOP**

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

KIKK, with registered office in Rue de l'Évêché 10, 5000 Namur, Vat number BE0839 124 333, represented by Marie du Chastel (hereinafter "Project Affiliated")

**and**

i-City/Cityfab 1, with registered office in Brussels, Vat number BE0207373429, in the person of the Special Attorney Gwenaëlle de Spa (hereinafter also as "Project Partner")

Collectively, the Parties

**WHEREAS**

- KIKK is a non-profit organization operating in the field of new media art, science, technology, education, critical thinking (hereinafter "Organization Acronym");
  - XXX is a XXX operating in the field of XXX (hereinafter "Organization Acronym");
  - With this Memorandum of Understanding (hereinafter "MoU") the Parties intend to start and regulate a mutual cooperation (hereinafter "Partnership"), useful and constructive for both of them, regarding the Creative Europe Project "Shaping The Future" - STF – Project n. 101055789 – Call: CREA-CULT-2021-COOP (hereinafter, "STF").
- Now therefore, the Parties hereby.

**GIVEN THAT**

The overall goal of the project is creating and validating a model for empowering European visual artists in producing, disseminating and marketing their creations at international level by mastering and participating in current and future technological and audience trends.

To achieve this overall goal, the following objectives were designed:

- Specific Objective 1: To provide emerging visual artists with a series of competencies and skills in the realm of digital tools and methodologies.
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- Specific Objective 3: To create and pilot a support scheme to facilitate visual artists in undertaking artistic processes and developing futuristic ideas and artworks.

The project will produce the following results:

- OUTCOME 1. An integrated model for supporting visual artists in facing the challenges and opportunities of digital arts are developed.
- OUTCOME 2. A training methodology is tested and validated with project partners' staff and with n. 16 visual artists from n. 4 Countries.
- OUTCOME 3. A support scheme for helping n. 16 visual artists deliver innovative digital artworks using new technologies that are tested and validated in n. 4 Countries, with the support of a network of local and international stakeholders.

**WITH REGARD TO**

OUTCOME 3 and the creation of a Network of local and international stakeholders.

**Parties agree as follows:**

**1 Premises**

- 1.1 The Contract and the premises above are significant and essential parts of the MoU.

**2. Object**

- 2.1 The object of the MoU is to include the Project Affiliated into the network of local and international stakeholders that will support the STF visual artists in producing, disseminating and marketing their creation.

The MoU will define and share between the Parties their respective commitments in the management of the Partnership and their mutual obligations.

**3. General duties of the Parties**

- 3.1.** Each party shall perform its own duties in the condition of economic and managing total autonomy, operating in full compliance with the obligations under the Agreement.
- 3.2.** The Parties hereby undertake to provide each other with the widest possible cooperation for the execution of the Agreement.
- 3.3.** Each Party undertakes to give the highest visibility to the Partnership and to the other Party according to the obligations specified in art. 4.
- 3.4.** The Agreement shall not lead to any corporate, associative or different obligation between the Parties other than the obligations concerning the cooperation governed by this Agreement.

#### **4. Obligations of the Parties**

- 4.1** Each Party undertakes to carry out the following activities, at its sole and exclusive responsibility.
- 4.2.** In particular, the Parties undertake as follows:
- 4.2.1** As for the Project Partner:
- a) Communicate and promote the Partnership with the Project Affiliated through its online and offline channels (social media, website, etc.) and through a press release;
  - b) Insert the Project Affiliated logo in the "STF Network" and in any promotional communication related to the Network;
  - c) Inform the Project Affiliated about potential future projects related to STF.
- 4.2.2** As for the Project Affiliated:
- a) Communicate and promote the Partnership through its online and offline channels (social media, website, etc.);
  - b) Collaborating with the Project Partner and attending online or in person meetings if necessary
  - c) Support the STF visual artists in one or more of the following ways:
    - Through an economic contribution
    - Through an in-kind contribution
    - Hosting the artist(s) and his or her work at its location
    - Promoting through its own or third-party media the artist(s) and related work(s)

#### **5. Fees**

- 5.1.** The Parties agree and mutually acknowledge that the Partnership is completely free, in consideration of the fact that the Parties have identified the scope of this Agreement both in the benefits for their respective business activities, and in economic and non-economic advantages arising from the development of the same. Except unless otherwise agreed in writing, no payment will be due in relation to this Agreement. Therefore, each Party shall not expect any payment from the other, for any reason or title, as a result of the Agreement.

#### **6. Effectiveness, lasting, termination and Force majeure events**

- 6.1.** The Agreement shall enter into force from the date of its signature by both parties and will be valid and effective from 1st November 2023 until 30th June 2024. At the end of such a period, the Agreement shall cease automatically.
- 6.2.** The Parties agree as of now that in case an event of Force Majeure occurs (such as natural disasters, fire, flood, wars, declared and not declared, restrictive measures of epidemics and sanitary emergencies), the Party who may suffer consequences because of such an Event, shall inform the other Party about the Event and its effects on its capability of fulfilling the contractual obligations. In such a case, the Parties shall meet in order to adopt any necessary measure useful to void or reduce the Event effects or shall friendly agree new modes and terms for the contractual obligation's fulfilment. During the whole time, the Event is producing effects, the defaulting Party shall not be considered liable for the fulfilment of the contractual obligations prevented by the Event, notwithstanding that they shall be fulfilled in any case as soon as possible once the Event vanishes, if still interesting for both Parties.

#### **7. Advertisements and use of distinctive features**

- 7.1.** Each Party is entitled to use the other Party name, the trademarks and the distinctive features exclusively for the performance of the Agreement in any promotional communication concerning the Partnership and the Network.
- 7.2.** Each Party is entitled to mention the occurred performance of the Partnership, exclusively for promotional purposes, even after the conclusion of the Agreement, by use of its own communication channels and through (including but not limited to) the use of images, drawings, models, material of research, graphics. It includes the right of each Party to mention the name and/or the logo and/or the trademarks of the other Party by use of its own communication channels, both electronic channels and not, as a consequence of the cooperation.
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- a) which are of the public domain or become public not after actions or omissions of the Parties;
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- c) which have been developed independently by the other party;
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In particular, the Parties undertake to process such personal data according to the principles of fairness, lawfulness, transparency, and confidentiality protection of any involved person, with the exclusive aim to achieve the purposes of the Agreement and fulfil any connected legal provision.

Each Party shall process and keep the personal data collected as a consequence of the Agreement for the period of time strictly limited to the achievement of the aforesaid purposes.

## **10. Applicable Law and Jurisdiction**

**10.1.** The Agreement is governed by Belgium law.

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## **11. Communications**

**11.1.** Any communication shall be considered valid only if sent by e-mail to the following addresses:

-towards the Project Affiliated:

marie@kikk.be

- towards the Project Partner:

[contact@cityfab1.brussels](mailto:contact@cityfab1.brussels)

## **12. Ethical principles**

**12.1.** The Parties declare to know the content of the Belgian legislation against public and private corruption (*Loi du 10 février 1999 relative à la répression de la corruption*)

**12.2.** Furthermore, the Project Affiliated, on its own and on behalf of its employees and partners pursuant Belgian legislation which establishes accountability of legal person (*Loi du 4 mai 1999 instaurant la responsabilité pénale des personnes morales*).

**12.3.** The Parties agree that the violation, even just partial, by the Project Affiliated of the provisions set for in the legislation mentioned above can reasonably cause detrimental consequences to *i-City/Cityfab 1* and consequently represent a serious breach of the Contract. In such a case, *i-City/Cityfab 1* may decide to terminate immediately the Contract, with any legal consequence.

## **13. Miscellaneous**

**13.1** The Parties acknowledge that the terms and conditions of this Agreement are the result of a mutual negotiation, so that Belgian legislation relating to unfair clauses and membership contracts shall not apply thereto.

Tuesday 5 December 2023

**Project Affiliated**

Marie du Chastel

Artistic director, KIKK



**Project Partner**



**SHAPING THE FUTURE (STF)**

**Project Number: 101055789**

**Project Call: CREA-CULT-2021-COOP**

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

**FORUM LJUBLJANA**, with registered office in **Kersnikova ulica 4, Ljubljana, 1000 Ljubljana, Slovenia**, Vat number **S154830125**, represented by **Eva Rohrman** (hereinafter "Project Affiliated")

**and**

**Društvo Ljudmila, Laboratorij za znanost in umetnost**, with registered office in **Rozmanova ulica 12, Ljubljana, 1000, Slovenia**, Tax number **57494851**, in the person of the Special Attorney **Luka Frelj** (hereinafter also as "Project Partner")

Collectively, the Parties

**WHEREAS**

- **Forum Ljubljana** is an institute operating in the field of **artistic and cultural production** (hereinafter "FL");
  - **Društvo Ljudmila, Laboratorij za znanost in umetnost** is an association operating in the field of **art** (hereinafter "LASL");
  - With this Memorandum of Understanding (hereinafter "MoU") the Parties intend to start and regulate a mutual cooperation (hereinafter "Partnership"), useful and constructive for both of them, regarding the Creative Europe Project "Shaping The Future" - STF – Project n. 101055789 – Call: CREA-CULT-2021-COOP (hereinafter, "STF").
- Now therefore, the Parties hereby

**GIVEN THAT**

The overall goal of the project is creating and validating a model for empowering European visual artists in producing, disseminating and marketing their creations at international level by mastering and participating in current and future technological and audience trends.

To achieve this overall goal, the following objectives were designed:

- Specific Objective 1: To provide emerging visual artists a series of competencies and skills in the realm of digital tools and methodologies.
- Specific Objective 2: To build the capacity of partner organizations' staff of understanding new technologies in digital arts, to provide better training and support to visual artists.
- Specific Objective 3: To create and pilot a support scheme to facilitate visual artists in undertaking artistic processes and developing futuristic ideas and artworks.

The project will produce the following results:

- OUTCOME 1. An integrated model for supporting visual artists in facing the challenges and opportunities of digital arts are developed.
- OUTCOME 2. A training methodology is tested and validated with project partners' staff and with n. 16 visual artists from n. 4 countries.
- OUTCOME 3. A support scheme for helping n. 16 visual artists deliver innovative digital artworks using new technologies that are tested and validated in n. 4 Countries, with the support of a network of local and international stakeholders.

**WITH REGARD TO**

OUTCOME 3 and the creation of a Network of local and international stakeholders.

**Parties agree as follows:**

**1 Premises**

- 1.1** The Contract and the premises above are significant and essential parts of the MoU.

**2. Object**

- 2.1** The object of the MoU is to include the Project Affiliated into the network of local and international stakeholders that will support the STF visual artists in producing, disseminating and marketing their creation.

The MoU will define and share between the Parties their respective commitments in the management of the Partnership and their mutual obligations.

### **3. General duties of the Parties**

- 3.1. Each party shall perform its own duties in the condition of economic and managing total autonomy, operating in full compliance with the obligations under the Agreement.
- 3.2. The Parties hereby undertake to provide each other with the widest possible cooperation for the execution of the Agreement.
- 3.3. Each Party undertakes to give the highest visibility to the Partnership and to the other Party according to the obligations specified in art. 4.
- 3.4. The Agreement shall not lead to any corporate, associative or different obligation between the Parties other than the obligations concerning the cooperation governed by this Agreement.

### **4. Obligations of the Parties**

- 4.1 Each Party undertakes to carry out the following activities, at its sole and exclusive responsibility.
- 4.2. In particular, the Parties undertake as follows:
- 4.2.1 As for the Project Partner:
- a) Communicate and promote the Partnership with the Project Affiliated through its online and offline channels (social media, website, etc.) and through a press release;
  - b) Insert the Project Affiliated logo in the "STF Network" and in any promotional communication related to the Network;
  - c) Inform the Project Affiliated about potential future projects related to STF.
- 4.2.2 As for the Project Affiliated:
- a) Communicate and promote the Partnership through its online and offline channels (social media, website, etc.);
  - b) Collaborating with the Project Partner and attending online or in person meetings if necessary
  - c) Support the STF visual artists in one or more of the following ways:
    - Through an economic contribution
    - Through an in-kind contribution
    - Hosting the artist(s) and his or her work at its location
    - Promoting through its own or third-party media the artist(s) and related work(s)

### **5. Fees**

- 5.1. The Parties agree and mutually acknowledge that the Partnership is completely free, in consideration of the fact that the Parties have identified the scope of this Agreement both in the benefits for their respective business activities, and in economic and non-economic advantages arising from the development of the same. Except unless otherwise agreed in writing, no payment will be due in relation to this Agreement. Therefore, each Party shall not expect any payment from the other, for any reason or title, as a result of the Agreement.

### **6. Effectiveness, lasting, termination and Force majeure events**

- 6.1. The Agreement shall enter into force from the date of its signature by both parties and will be valid and effective from 1st November 2023 until 30th June 2024. At the end of such a period, the Agreement shall cease automatically.
- 6.2. The Parties agree as of now that in case an event of Force Majeure occurs (such as natural disasters, fire, flood, wars, declared and not declared, restrictive measures of epidemics and sanitary emergencies), the Party who may suffer consequences because of such an Event, shall inform the other Party about the Event and its effects on its capability of fulfilling the contractual obligations. In such a case, the Parties shall meet in order to adopt any necessary measure useful to void or reduce the Event effects or shall friendly agree new modes and terms for the contractual obligations fulfillment. During the whole time, the Event is producing effects, the defaulting Party shall not be considered liable for the fulfillment of the contractual obligations prevented by the Event, notwithstanding that they shall be fulfilled in any case as soon as possible once the Event vanishes, if still interesting for both Parties.

### **7. Advertisements and use of distinctive features**

- 7.1. Each Party is entitled to use the other Party name, the trademarks and the distinctive features exclusively for the performance of the Agreement in any promotional communication concerning the Partnership and the Network.
- 7.2. Each Party is entitled to mention the occurred performance of the Partnership, exclusively for promotional purposes, even after the conclusion of the Agreement, by use of its own communication channels and also through (including but not limited to) the use of images, drawings, models, material of research, graphics. It is included the right of each Party to mention the name and/or the logo and/or the trademarks of the other Party by use of its own communication channels, both electronic channels and not, as a consequence of the cooperation.
- 7.3. Notwithstanding the preceding provisions, each Party shall not use the name and/or the logo and/or the trademark of the other Party without written authorization for purposes and/or aims different from those provided for in the Agreement.

## 8. Confidentiality

8.1. Any documentation and technical or methodological information that the Parties may exchange in relation to the Agreement, shall be considered as reserved.

Therefore, the Parties shall not use them for other purposes than those for which they were provided for, without prior written consent of the Disclosing Party.

8.2. Each Party undertakes not to disclose to third parties any confidential information which might be communicated by the other Party, nor the confidential material eventually delivered for the execution of the Agreement.

In any case, the following information shall not be considered confidential:

- a) which are of the public domain or become public not after actions or omissions of the Parties;
- b) which have been communicated by a third party without obligation of confidentiality;
- c) which have been developed independently by the other party;
- d) which have been rendered public by law.

8.3. The obligation of confidentiality provided for herein shall remain valid even after the conclusion of the Agreement and in any case until the confidential information does not become public.

## 9. Personal Data

9.1. Since the Parties could need to process personal data during the implementation of the activities connected to the execution of the present Agreement, each Party undertakes as of now to process such personal data in accordance with the provisions of the EU Reg. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as in accordance with any other applicable legal provision.

In particular, the Parties undertake to process such personal data according to the principles of fairness, lawfulness, transparency, and confidentiality protection of any involved person, with the exclusive aim to achieve the purposes of the Agreement and fulfill any connected legal provision.

Each Party shall process and keep the personal data collected as a consequence of the Agreement for the period of time strictly limited to the achievement of the aforesaid purposes.

## 10. Applicable Law and Jurisdiction

10.1. The Parties agree to settle all disputes, which should arise between the Parties in relation to the Agreement and/or its validity, interpretation, performance and/or termination, will be settled exclusively by the Court of Ljubljana.

## 11 Communications

11.1. Any communication shall be considered valid only if sent by e-mail to the following addresses:

- towards the Project Affiliated:

FL – [core@mail.ljudmila.org](mailto:core@mail.ljudmila.org)

- towards the Project Partner:

LASL – [luka@ljudmila.org](mailto:luka@ljudmila.org)


Ljubljana, 1. 11. 2023


Project Affiliated

  
Eva Rohrman  
Director, Forum Ljubljana



Project Partner

  
Luka Frelih  
President, Ljudmila Art and Science Laboratory



## SHAPING THE FUTURE (STF)

Project Number: 101055789

Project Call: CREA-CULT-2021-COOP

### MEMORANDUM OF UNDERSTANDING (MoU)

#### Between

**Društvo humanistov Goriške**, with registered office in **XXX. divizije 13a, 5000 Nova Gorica, Slovenia**, Tax number **93277628**, represented by **Miha Kosovel** (hereinafter "Project Affiliated")

and

**Društvo Ljudmila, Laboratorij za znanost in umetnost**, with registered office in **Rozmanova ulica 12, 1000 Ljubljana, Slovenia**, Tax number **57494851**, in the person of the Special Attorney **Luka Frelj** (hereinafter also as "Project Partner")

Collectively, the Parties

#### WHEREAS

- **Društvo humanistov Goriške** is an association operating in the fields of **culture and literature** (hereinafter "DHG");
  - **Društvo Ljudmila, Laboratorij za znanost in umetnost** is an association operating in the field of **art** (hereinafter "LASL");
  - With this Memorandum of Understanding (hereinafter "MoU") the Parties intend to start and regulate a mutual cooperation (hereinafter "Partnership"), useful and constructive for both of them, regarding the Creative Europe Project "Shaping The Future" - STF - Project n. 101055789 - Call: CREA-CULT-2021-COOP (hereinafter, "STF").
- Now therefore, the Parties hereby

#### GIVEN THAT

The overall goal of the project is creating and validating a model for empowering European visual artists in producing, disseminating and marketing their creations at international level by mastering and participating in current and future technological and audience trends.

To achieve this overall goal, the following objectives were designed:

- Specific Objective 1: To provide emerging visual artists a series of competencies and skills in the realm of digital tools and methodologies.
- Specific Objective 2: To build the capacity of partner organizations' staff of understanding new technologies in digital arts, to provide better training and support to visual artists.
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The project will produce the following results:

- OUTCOME 1. An integrated model for supporting visual artists in facing the challenges and opportunities of digital arts are developed.
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- OUTCOME 3. A support scheme for helping n. 16 visual artists deliver innovative digital artworks using new technologies that are tested and validated in n. 4 Countries, with the support of a network of local and international stakeholders.

#### WITH REGARD TO

OUTCOME 3 and the creation of a Network of local and international stakeholders.

#### Parties agree as follows:

##### **1 Premises**

- 1.1** The Contract and the premises above are significant and essential parts of the MoU.

##### **2. Object**

- 2.1** The object of the MoU is to include the Project Affiliated into the network of local and international stakeholders that will support the STF visual artists in producing, disseminating and marketing their creation.

The MoU will define and share between the Parties their respective commitments in the management of the Partnership and their mutual obligations.

### **3. General duties of the Parties**

- 3.1.** Each party shall perform its own duties in the condition of economic and managing total autonomy, operating in full compliance with the obligations under the Agreement.
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- 3.3.** Each Party undertakes to give the highest visibility to the Partnership and to the other Party according to the obligations specified in art. 4.
- 3.4.** The Agreement shall not lead to any corporate, associative or different obligation between the Parties other than the obligations concerning the cooperation governed by this Agreement.

### **4. Obligations of the Parties**

- 4.1** Each Party undertakes to carry out the following activities, at its sole and exclusive responsibility.
- 4.2.** In particular, the Parties undertake as follows:
- 4.2.1** As for the Project Partner:
- a) Communicate and promote the Partnership with the Project Affiliated through its online and offline channels (social media, website, etc.) and through a press release;
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### **5. Fees**

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### **6. Effectiveness, lasting, termination and Force majeure events**

- 6.1.** The Agreement shall enter into force from the date of its signature by both parties and will be valid and effective from 1st November 2023 until 30th June 2024. At the end of such a period, the Agreement shall cease automatically.
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- towards the Project Affiliated:

**DHG – miha.kosovel@razpotja.si**

- towards the Project Partner:

**LASL – luka@ljudmila.org**

Ljubljana, 1. 11. 2023

### **Project Affiliated**

Miha Kosovel  
Legal representative,  
Društvo humanistov Goriške



Izjavljeno: 93277628 | matična: 2096358000

### **Project Partner**

Luka Frelj  
President, Društvo Ljudmila, laboratorij za znanost in umetnost



**SHAPING THE FUTURE (STF)**

**Project Number: 101055789**

**Project Call: CREA-CULT-2021-COOP**

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

**Center za raziskavo scenskih umetnosti Delak**, with registered office in **Ljubljana (Župančičeva ulica 12, 1000 Ljubljana)**, Vat number **92216307**, represented by **Aljoša Živadinov Zupančič** (hereinafter "Project Affiliated")

**and**

**Društvo Ljudmila, Laboratorij za znanost in umetnost**, with registered office in **Rozmanova ulica 12, Ljubljana, 1000, Slovenia**, Vat number **SI57494851**, in the person of the Special Attorney **Luka Frelih** (hereinafter also as "Project Partner")

Collectively, the Parties

**WHEREAS**

- **Center za raziskave scenskih umetnosti Delak** is an **institute** operating in the field of **theatre** (hereinafter "**DELAK**");
  - **Društvo Ljudmila, Laboratorij za znanost in umetnost** is an **association** operating in the field of **art** (hereinafter "**LASL**");
  - With this Memorandum of Understanding (hereinafter "MoU") the Parties intend to start and regulate a mutual cooperation (hereinafter "Partnership"), useful and constructive for both of them, regarding the Creative Europe Project "Shaping The Future" - STF – Project n. 101055789 – Call: CREA-CULT-2021-COOP (hereinafter, "STF").
- Now therefore, the Parties hereby

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#### **4.2.1** As for the Project Partner:

- a) Communicate and promote the Partnership with the Project Affiliated through its online and offline channels (social media, website, etc.) and through a press release;
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- a) Communicate and promote the Partnership through its online and offline channels (social media, website, etc.);
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**7.2.** Each Party is entitled to mention the occurred performance of the Partnership, exclusively for promotional purposes, even after the conclusion of the Agreement, by use of its own communication channels and also through (including but not limited to) the use of images, drawings, models, material of research, graphics. It is included the right of each Party to mention the name and/or the logo and/or the trademarks of the other Party by use of its own communication channels, both electronic channels and not, as a consequence of the cooperation.

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## **11. Communications**

**11.1.** Any communication shall be considered valid only if sent by e-mail to the following addresses:

-towards the Project Affiliated:

**DELAK – aljosa.zivadinov@gmail.com**

- towards the Project Partner:

**LASL – luka@ljudmila.org**

Ljubljana, 1. 11. 2023

### **Project Affiliated**

Aljoša Župančič Živadinov

Director, Center za raziskave scenskih umetnosti DELAK



### **Project Partner**

Luka Frelih

President, Ljudmila Art and Science Laboratory



**SHAPING THE FUTURE (STF)**

**Project Number: 101055789**

**Project Call: CREA-CULT-2021-COOP**

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

**Društvo - Associazione PINA**, with registered office in **Gortanov trg 15, 6000 Koper – Capodistria, Slovenia**, Tax number **30298938**, represented by **Borut Jerman** (hereinafter "Project Affiliated")

**and**

**Društvo Ljudmila, Laboratorij za znanost in umetnost**, with registered office in **Rozmanova ulica 12, 1000 Ljubljana, Slovenia**, Tax number **57494851**, in the person of the Special Attorney **Luka Frelih** (hereinafter also as "Project Partner")

Collectively, the Parties

**WHEREAS**

- **Društvo - Associazione PINA** is an association operating in the fields of **culture and education** (hereinafter "**PINA**");
  - **Društvo Ljudmila, Laboratorij za znanost in umetnost** is an association operating in the field of **art** (hereinafter "**LASL**");
  - With this Memorandum of Understanding (hereinafter "MoU") the Parties intend to start and regulate a mutual cooperation (hereinafter "Partnership"), useful and constructive for both of them, regarding the Creative Europe Project "Shaping The Future" - STF – Project n. 101055789 – Call: CREA-CULT-2021-COOP (hereinafter, "STF").
- Now therefore, the Parties hereby

**GIVEN THAT**

The overall goal of the project is creating and validating a model for empowering European visual artists in producing, disseminating and marketing their creations at international level by mastering and participating in current and future technological and audience trends.

To achieve this overall goal, the following objectives were designed:

- Specific Objective 1: To provide emerging visual artists a series of competencies and skills in the realm of digital tools and methodologies.
- Specific Objective 2: To build the capacity of partner organizations' staff of understanding new technologies in digital arts, to provide better training and support to visual artists.
- Specific Objective 3: To create and pilot a support scheme to facilitate visual artists in undertaking artistic processes and developing futuristic ideas and artworks.

The project will produce the following results:

- **OUTCOME 1.** An integrated model for supporting visual artists in facing the challenges and opportunities of digital arts are developed.
- **OUTCOME 2.** A training methodology is tested and validated with project partners' staff and with n. 16 visual artists from n. 4 countries.
- **OUTCOME 3.** A support scheme for helping n. 16 visual artists deliver innovative digital artworks using new technologies that are tested and validated in n. 4 Countries, with the support of a network of local and international stakeholders.

**WITH REGARD TO**

**OUTCOME 3** and the creation of a Network of local and international stakeholders.

**Parties agree as follows:**

**1 Premises**

- 1.1** The Contract and the premises above are significant and essential parts of the MoU.

**2. Object**

- 2.1** The object of the MoU is to include the Project Affiliated into the network of local and international stakeholders that will support the STF visual artists in producing, disseminating and marketing their creation.

The MoU will define and share between the Parties their respective commitments in the management of the Partnership and their mutual obligations.

### **3. General duties of the Parties**

**3.1.** Each party shall perform its own duties in the condition of economic and managing total autonomy, operating in full compliance with the obligations under the Agreement.

**3.2.** The Parties hereby undertake to provide each other with the widest possible cooperation for the execution of the Agreement.

**3.3.** Each Party undertakes to give the highest visibility to the Partnership and to the other Party according to the obligations specified in art. 4.

**3.4.** The Agreement shall not lead to any corporate, associative or different obligation between the Parties other than the obligations concerning the cooperation governed by this Agreement.

### **4. Obligations of the Parties**

**4.1** Each Party undertakes to carry out the following activities, at its sole and exclusive responsibility.

**4.2.** In particular, the Parties undertake as follows:

#### **4.2.1 As for the Project Partner:**

a) Communicate and promote the Partnership with the Project Affiliated through its online and offline channels (social media, website, etc.) and through a press release;

b) Insert the Project Affiliated logo in the "STF Network" and in any promotional communication related to the Network;

c) Inform the Project Affiliated about potential future projects related to STF.

#### **4.2.2 As for the Project Affiliated:**

a) Communicate and promote the Partnership through its online and offline channels (social media, website, etc.);

b) Collaborating with the Project Partner and attending online or in person meetings if necessary

c) Support the STF visual artists in one or more of the following ways:

- Through an economic contribution
- Through an in-kind contribution
- Hosting the artist(s) and his or her work at its location
- Promoting through its own or third-party media the artist(s) and related work(s)

### **5. Fees**

**5.1.** The Parties agree and mutually acknowledge that the Partnership is completely free, in consideration of the fact that the Parties have identified the scope of this Agreement both in the benefits for their respective business activities, and in economic and non-economic advantages arising from the development of the same. Except unless otherwise agreed in writing, no payment will be due in relation to this Agreement. Therefore, each Party shall not expect any payment from the other, for any reason or title, as a result of the Agreement.

### **6. Effectiveness, lasting, termination and Force majeure events**

**6.1.** The Agreement shall enter into force from the date of its signature by both parties and will be valid and effective from 1st November 2023 until 30th June 2024. At the end of such a period, the Agreement shall cease automatically.

**6.2.** The Parties agree as of now that in case an event of Force Majeure occurs (such as natural disasters, fire, flood, wars, declared and not declared, restrictive measures of epidemics and sanitary emergencies), the Party who may suffer consequences because of such an Event, shall inform the other Party about the Event and its effects on its capability of fulfilling the contractual obligations. In such a case, the Parties shall meet in order to adopt any necessary measure useful to void or reduce the Event effects or shall friendly agree new modes and terms for the contractual obligations fulfillment. During the whole time, the Event is producing effects, the defaulting Party shall not be considered liable for the fulfillment of the contractual obligations prevented by the Event, notwithstanding that they shall be fulfilled in any case as soon as possible once the Event vanishes, if still interesting for both Parties.

### **7. Advertisements and use of distinctive features**

**7.1.** Each Party is entitled to use the other Party name, the trademarks and the distinctive features exclusively for the performance of the Agreement in any promotional communication concerning the Partnership and the Network.

**7.2.** Each Party is entitled to mention the occurred performance of the Partnership, exclusively for promotional purposes, even after the conclusion of the Agreement, by use of its own communication channels and also through (including but not limited to) the use of images, drawings, models, material of research, graphics. It is included the right of each Party to mention the name and/or the logo and/or the trademarks of the other Party by use of its own communication channels, both electronic channels and not, as a consequence of the cooperation.

**7.3.** Notwithstanding the preceding provisions, each Party shall not use the name and/or the logo and/or the trademark of the other Party without written authorization for purposes and/or aims different from those provided for in the Agreement.

### **8. Confidentiality**

**8.1.** Any documentation and technical or methodological information that the Parties may exchange in relation to the Agreement, shall be considered as reserved.

Therefore, the Parties shall not use them for other purposes than those for which they were provided for, without prior written consent of the Disclosing Party.

**8.2.** Each Party undertakes not to disclose to third parties any confidential information which might be communicated by the other Party, nor the confidential material eventually delivered for the execution of the Agreement.

In any case, the following information shall not be considered confidential:

- a) which are of the public domain or become public not after actions or omissions of the Parties;
- b) which have been communicated by a third party without obligation of confidentiality;
- c) which have been developed independently by the other party;
- d) which have been rendered public by law.

**8.3.** The obligation of confidentiality provided for herein shall remain valid even after the conclusion of the Agreement and in any case until the confidential information does not become public.

## **9. Personal Data**

**9.1.** Since the Parties could need to process personal data during the implementation of the activities connected to the execution of the present Agreement, each Party undertakes as of now to process such personal data in accordance with the provisions of the EU Reg. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as in accordance with any other applicable legal provision.

In particular, the Parties undertake to process such personal data according to the principles of fairness, lawfulness, transparency, and confidentiality protection of any involved person, with the exclusive aim to achieve the purposes of the Agreement and fulfill any connected legal provision.

Each Party shall process and keep the personal data collected as a consequence of the Agreement for the period of time strictly limited to the achievement of the aforesaid purposes.

## **10. Applicable Law and Jurisdiction**

**10.1.** The Parties agree to settle all disputes, which should arise between the Parties in relation to the Agreement and/or its validity, interpretation, performance and/or termination, will be settled exclusively by the Court of Ljubljana.

## **11. Communications**

**11.1.** Any communication shall be considered valid only if sent by e-mail to the following addresses:

- towards the Project Affiliated:

**PINA – borut@pina.si**

- towards the Project Partner:

**LASL – luka@ljudmila.org**

Ljubljana, 1. 11. 2023

### **Project Affiliated**

Borut Jerman

President, Društvo - Associazione PINA



### **Project Partner**

Luka Frelj

President, Ljudmila Art and Science Laboratory



**SHAPING THE FUTURE (STF)**

**Project Number: 101055789**

**Project Call: CREA-CULT-2021-COOP**

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

**Zavod Projekt Atol**, with registered office in **Ljubljana (Trg prekomorskih brigad 1, 1000 Ljubljana)**, Vat number **SI20971770**, represented by **Uroš Veber** (hereinafter "Project Affiliated")

**and**

**Društvo Ljudmila, Laboratorij za znanost in umetnost**, with registered office in **Rozmanova ulica 12, Ljubljana, 1000, Slovenia**, Vat number **SI57494851**, in the person of the Special Attorney **Luka Frelih** (hereinafter also as "Project Partner")

Collectively, the Parties

**WHEREAS**

- **Zavod Projekt Atol** is an **institute** operating in the field of **art** (hereinafter "**ZPA**");
  - **Društvo Ljudmila, Laboratorij za znanost in umetnost** is an **association** operating in the field of **art** (hereinafter "**LASL**");
  - With this Memorandum of Understanding (hereinafter "MoU") the Parties intend to start and regulate a mutual cooperation (hereinafter "Partnership"), useful and constructive for both of them, regarding the Creative Europe Project "Shaping The Future" - STF – Project n. 101055789 – Call: CREA-CULT-2021-COOP (hereinafter, "STF").
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-towards the Project Partner:

**LASL – luka@ljudmila.org**

Ljubljana, 1. 11. 2023

**Project Affiliated**

Uroš Veber

Legal Representative, Zavod Projekt Atol

  
ZAVOD PROJEKT ATOL

**Project Partner**

Luka Frelj

President, Ljudmila Art and Science Laboratory



