**Agreement on the use of the euPrevent PROFILE**

**Starlight theatre package**

**[Party] and [Party]**

**THE UNDERSIGNED:**

1. the **[Party]**, having its registered office at [address, postcode and town] lawfully represented by [name + position] (hereafter referred to as the “Provider¨ of the theatre package)

and

1. the **[Party]**, having its registered office at [address, postcode and town] lawfully represented by [name + position] (hereafter referred to as the “Receiver¨ of the theatre package)

Hereinafter also referred to collectively as "Parties" and individually as "Party”

**CONSIDERING THAT:**

* The Provider makes the Starlight theatre package available to the Receiver in order to make the topic of loneliness (among the elderly) discussable in the own environment of the Receiver in an easily accessible manner;
* The theatre package was developed by the euPrevent PROFILE project, in cooperation with the theatre maker and director Luc Stevens (Luc Stevens Producties) and with the support of the Interreg V-A Euregion Meuse-Rhine programme;
* The parties wish to lay down in this Agreement arrangements regarding the way in which the theatre package Starlight is made available to the Receiver by the Provider.

**TO THIS END AGREE AS FOLLOWS:**

**Article 1. Purpose of the cooperation**

1. The Starlight theatre package aims to encourage organisations to discuss loneliness in their own environment in an accessible way.

**Article 2. Duties and responsibilities**

1. Within the framework of the cooperation, the Provider is responsible for:
	1. Granting the Receiver access to the digital theatre package Starlight, consisting of:
		1. A roadmap containing:
			1. The script;
			2. A plan of action (with timeline) 'How to start rehearsals?’;
			3. A description of the characters;
			4. An overview of the necessary attributes;
			5. A proposal to organise a preparatory process;
			6. A proposal to organise a debriefing;
		2. Sound clips/music (made by Stef Vanderbeken);
		3. An accompanying film (in Dutch and subtitled in English) in which Starlight is played by professional actors;
		4. A podcast where you can listen to Starlight in English;
		5. A template for the creation of a flyer to publicise the performance of the play.
	2. Acting as the first point of contact for the Receiver for questions relating to the theatre package and its implementation;
2. Within the framework of the cooperation, the Receiver is responsible for:
	1. Communicating the theatre package or play, always including the following information:
		1. ***"The play is supported by the Interreg V-A Euregion Meuse-Rhine programme",*** including the addition of the logo supplied by the Provider;
		2. ***“Starlight is a creation of author Luc Stevens (Luc Stevens Producties)”***, including the addition of the logo of Luc Stevens Producties supplied by the Provider;
		3. ***“The accompanying music to Starlight was designed by Stef Vanderbeken”***

If any other support or resources are available for the performance of the play, these sponsors will be presented in the same way. By this we mean that their logos must be presented in the same size and in the same prominent place;

* 1. Submit the PR and communication material to the Provider for approval.
	2. To provide the performer afterwards with some photographs of the performed play.
1. The intellectual property rights of the Starlight theatre package belong to Luc Stevens Productions and the euPrevent PROFILE project partners.
2. The theatre package is made available free of charge and digitally to anyone who wishes to use it.
3. The viewing of the play must remain a free offer until 31 August 2023. This means that the Recipient may not charge an entrance fee to visitors to the play. Tickets may be charged for viewing the play from 1 September 2023.
4. It is permitted to make changes to the script as long as the content or message remains the same. This means, among other things, that changes may be made to the use of language, the characters and the content, as long as the message 'create a warm neighbourhood to combat loneliness' is clearly conveyed and remains respectful.
5. When the provided script and music files are used, there are no obligations to pay copyright by Recipient.

**Article 3. Provision to third parties**

1. Requests for the theatre package by third parties must be made to the Provider.
2. Without the Provider's knowledge, products from the theatre package cannot be transferred to, or performed by, a third party.
3. The same obligations shall be imposed on these third parties as on the Receiver under this Agreement.

**Article 4. Allowance for performances after 31 August 2023**

1. No reimbursement of expenses will be provided to relevant Recipient(s) for performances performed after 31 August 2023
2. The following conditions shall apply for getting rights for performing the play:
	1. The Recipient is permitted to receive grants through other means for the performance of the theatre play to the extent that this complies with Article 2 of this Agreement, in particular PR and Communication requirements. These grants may not be used to reimburse expenses, for which the expense allowance of fifteen hundred euros (€1,500) including VAT per performance provided in the period from November 2022 to 31 August 2023 are already used.

**Article 5. Liability**

1. Provider shall not be liable for damages of Receiver or third parties as a result of or in connection with the execution of this Agreement or the performance thereof.
2. Receiver shall indemnify Provider for any claims of third parties in this respect, such barring intent or wilful recklessness on the part of Provider.
3. This exclusion and indemnification shall also apply to any assistants and subordinates engaged by Receiver in this Agreement or its performance.

**Article 6. Duration and termination of the Agreement**

1. This Agreement shall enter into force as soon as the last Party has signed it and shall end by operation of law on 31 August 2023. If the Receiver wishes to continue to use the Theatre Package after 31 August 2023, a new Agreement must be entered into with the Provider for that purpose.
2. This Agreement may be terminated in the interim by either Party in writing.

**Article 7. Applicable law and dispute resolution**

1. If any disputes arise in connection with the Agreement, the Parties shall first consult with a view to settling disputes amicably.
2. If disputes cannot be settled amicably, the Parties will submit any disputes arising in connection with this Agreement to the competent court.
3. In the event that the Receiver and the Provider are not domiciled/established in the same country, the law and the competent court of the defendant's country shall be chosen.

**Article 9. Other provisions**

1. In cases not provided for in this Agreement, the Parties undertake to consult with each other.
2. Obligations which by their nature are intended to continue after termination of the Agreement shall continue after termination. These provisions include those concerning liability, dispute resolution and applicable law.

Agreed and signed in duplicate,

[Receiver] [Provider]

[Date] [Date]

[Location] [Location]

[Name] [Name]

[Function] [Function]