# **Specimen contract: Coproduction agreement – suitable for coproductions with foreign partners**

**NOTE:**

*The present agreement is a specimen for coproductions with artists/cultural workers from cities twinned with Dortmund. Prerequisite is that artists/cultural workers based in Dortmund submitted an application for funding to the Kulturbüro Dortmund in the programme "ART. TRANSFER – working grant" and this was selected by the jury for funding. The programme criteria always* ***assume an artist****/****cultural worker from Dortmund*** *and* ***a coproducer from one of the twin cities****. Information is also given on p. 5 as to what must be considered and taken into account in the case of such cross-border coproduction agreements.
The specimen contract can be copied and then edited.*

*Version: May 2022*

**The following coproduction agreement is concluded**

between

Name: .......................................................................................................................................................

Address: ..................................................................................................................................................

Country: .......................................................................................................................................

hereinafter referred to as the applicant , and

Name: .......................................................................................................................................................

Address: ..................................................................................................................................................

Country: .......................................................................................................................................

hereinafter referred to as coproducer

**§ 1 Scope of the agreement**

The coproduction shall take place within the framework of: ..........................................................................
 *(programme name)*

This contract confirms the coproducer's decision to jointly coproduce the upcoming production entitled…………………………………………………………………………….(hereinafter referred to as PRODUCTION).

The PRODUCTION shall be produced jointly by the applicant and coproduced by the coproducer. The PRODUCTION shall be financially supported by:

................................................................................................................................................................................

*(public sponsors /promoters of PRODUCTION)*

The applicant shall be responsible for the use of public funding. Production is expected to take place from/to……………………………………….... (date) , in/at ......………………………………………...(location, city).

# **§ 2 Coproduction amount**

# The applicant applies for fees for the coproducer and the applicant themselves as well as material costs for the PRODUCTION.

Fee for the coproducer in the amount of €…………………………... for the above-mentioned production period.

Material costs for the production in the amount of €…………………………..

The coproducer shall support the PRODUCTION with:

………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

In addition, the coproducer shall provide the following benefits in kind, *examples: use of workshops, rooms, studios, etc.; production material; staff*…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

Unless otherwise agreed, both parties are equally responsible for the development of the PRODUCTION. The applicant undertakes to adequately reward the other artists and other project participants involved in the PRODUCTION or to have taken into account the resulting costs, including social security contributions and taxes. (cf. p. 5, Information).

The financial responsibility of the coproducer for the PRODUCTION shall be limited to the fee referred to in §2 above. All claims are satisfied by this.

The fee shall be paid into the bank account below by bank transfer by (date) at the latest after signing by both parties.

Account holder: ………………………………………………………………………………………………………………………………………

Name of the bank: ………………………………………………………………………………………………………………………………………

BIC (Swift Code): ………………………………………………………………………………………………………………………………………

IBAN: ………………………………………………………………………………………………………………………………………

# **§ 3 Copyright**All author's rights remain with the applicant and the coproducer equally, unless special agreements are concluded.

Special agreements:

……………………………………………………………………………………………………………………………………… ……………………………………………………………………………………………………………………………………… ……………………………………………………………………………………………………………………………………… ……………………………………………………………………………………………………………………………………… ………………………………………………………………………………………………………………………………………

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# **§ 5 Liability**

In the event that either party is prevented from performing its obligations under this agreement due to reasons of force majeure, fire, flood, war, public disasters, strikes or labour disputes, government orders, regulations or decrees, or any other cause beyond its control, that party shall not be liable to the other party. If desired by both parties and as far as practicable, the parties shall make other arrangements that are satisfactory to both parties in order to fulfil the purpose and intent of this agreement**.**

# **§ 6 Termination**

In the event that either party fails to perform any of its corresponding obligations under this agreement, the other party may immediately terminate this agreement by giving notice to the other party and the party terminating this agreement shall be released from all of their obligations under this agreement, without prejudice to their right to seek damages or other compensation to which they are entitled under the law.

# **§ 7 Final provisions**

Only this written agreement is decisive. Changes and additions must be made in writing. Should one or more provisions be invalid, the validity of the remaining provisions shall remain unaffected. Any ineffective provisions shall be replaced by legally effective provisions that come closest to the original version in terms of content and economic aspects.

In addition, the law of the Federal Republic of Germany applies, the place of jurisdiction is the applicant’s place of residence.

Place, date Place, date

……………………………………………………………………. ….....................................................................

Signature of applicant Signature of coproducer

**INFORMATION:**

*Any transfer fees or other fees will be borne jointly in consultation with both parties.*

***Exchange rate fluctuations***

*In order to avoid the risk of exchange rate fluctuations, a fee agreement in euros is recommended.*

*For fees in another currency, a minimum exchange rate should be* *set on a specific date.*

## **VAT**

*Information about the regulations on VAT and the possibilities for exemption from VAT can be found here* [*Touring Artists: taxes (touring-artists.info)*](https://www.touring-artists.info/en/taxes/)

## **Income tax**

*Each party has to pay tax on the income themselves and to take into account the country-specific regulations that apply to him/her.*

***The artists’ social security fund: social insurance coverage for self-employed artists and publicists in Germany (KSK)****The KSA is only to be paid if parts of the production and/or events take place in Germany. However, the foreign coproducer can be made not liable for the levy.*

*Even if the event/performance taking place in Germany is largely organized by a foreign organizer, the German applicant is obliged to pay the KSA for fees paid to the participating artists. More information about the KSA can be found* in the [*Checklist KSA*](https://www.touring-artists.info/en/social-security/the-artists-social-security-fund/) *(Touring Artists).*

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