

CULTURE NEXT 2025 - 2028
PARTICIPATION AGREEMENT

This participation agreement regulates the relationship between the signatory parties in the Culture Next Cities Network framework.

I. PARTIES

- a) Cluj Cultural Centre Association, located in Cluj-Napoca, Fluieraşului Street 3, 400073, Romania, fiscal number 27626490, VAT no. RO31451515 , represented by: Ştefan Teişanu - Executive Director, Project Leader of the Culture Next 2025 - 2028 project, and acting as Network Secretariat, hereinafter will be referred to as the **PROMOTER**;
- b), located in, Street, fiscal number, where represented by: XXXXX, as of, hereinafter will be referred to as the **PARTICIPANT**;

II. WHEREAS:

- **CULTURE NEXT 2025 - 2028**, is a multiannual project co-financed by the European Education and Culture Executive Agency (EACEA) in the framework of “Creative Europe” (project reference 101187472 — CN — CREA-CULT-2024-NET), as referred in the grant agreement signed on the October 11th, 2024 by Cluj Cultural Centre as Project Leader.
- **CULTURE NEXT 2025–2028** started on the 1st of January 2025 and has a duration of 48 months.
- **CULTURE NEXT 2025–2028** Network is currently operating as an informal network supporting current and former European Capital of Culture candidate cities to implement culture-led urban development programs and policies.
- **The CULTURE NEXT 2025–2028** project is coordinated by Cluj Cultural Centre, co-founder of Culture Next, serving as the Secretariat of the network in cooperation with CN Board members.
- **CULTURE NEXT 2025–2028** project presents a four years activity plan aim to (1) increase the representation capacity for the cultural and creative sectors by expanding the network to 50 member cities, (2) offer more support for European cities to implement ECoC bid book legacy

projects and culture-led sustainable development programmes, (3) strengthen the cultural connection and collaboration between EU and non-EU cities, countries and platforms and (4) increase the capacity of the cultural and creative sectors to contribute to cultural policies. The main target groups of the project are the ECoC candidate cities, their local ecosystems and the decision influencers in cultural policies. The project follows the priorities of the EU policy network and of the Creative Europe call, addressing the five areas of the mandatory WPs (artists and cultural professionals, culture for the people, for the planet, for co-creative partnerships, for digital transformation) through a series of networking, training, policy and advocacy actions meant to connect ECoC candidacy and legacy programmes to these topics. Through this project, Culture Next network continues its work to support ECoC candidate cities to bid better and to implement their programmes better, no matter if they were awarded with the title or not. 1300 artists and cultural professionals from 50 cities and 35 countries are involved in 8 conferences, 8 missions, 90 mobilities, 5 thematic working groups and other activities of the project.

III. OBJECT

1. The object of the contract is the participation of the _____ in the **Culture Next Cities Network for the 2025-2028 term as Full Member**.
2. This partnership agreement sets out the roles and responsibilities of the Cluj Cultural Centre Association respectively of the Participant City in the framework of the CULTURE NEXT 2025 - 2028 project financed by EACEA, project reference 101187472 — CN — CREA-CULT-2024-NET part of Culture Next Program.

IV. DURATION

The contract is valid from signing until December 31, 2028.

V. RESPONSIBILITIES OF THE PARTICIPANT

1. To confirm that it represents a European city that is or was a candidate city for the European Capital of Culture title;
2. To present legal documents proving that it is an ECoC bidding organization, an ECoC legacy body, a Municipality or another type of legal entity with a written representation mandate signed by the local public authority;
3. To approve the Culture Next Manifesto as described in Annex 1;
4. To keep their City Information (website profile and internal contact data) up-to-date annually or any time it is necessary;
5. To be actively involved in at least one other Culture Next activity every year;
6. To offer at least 5 accommodation nights in their city for a visiting cultural worker, in the

framework of the Culture Next mobility program, at least once per year;

7. To organise the cultural program during the visit of the cultural workers, in accordance with the scope and objectives of the CULTURE NEXT MOBILITY PROGRAM;
8. To organise their own procedure/contest through which to select cultural workers that will participate in the CULTURE NEXT MOBILITY PROGRAM; up to 3 cultural workers in 4 years;
9. To ensure that the procedure through which the Cultural Workers has been selected is in accordance with the interest of both the Sending City and the Host City, and in line with CULTURE NEXT MOBILITY PROGRAM principles;
10. To respect the provisions and the scope of the CULTURE NEXT MOBILITY PROGRAM.
11. To inform the Parties regarding any situation that might interfere with the development of the CULTURE NEXT MOBILITY PROGRAM;
12. To submit a feedback form for their Culture Next participation during the term of this agreement;
13. To pay the annual participation fee as well as any additional fees for hosting CONFERENCES, THEMATIC WORKING GROUPS or any other activities in the project, as provided in Annexes 2 to this contract;

VI. BENEFITS OF THE PARTICIPANT

1. Financial benefits
 - a. Possibility of free access to 8 Network Conferences for up to 2 people (up to 4.800 euro)
 - b. Possibility of 2 free nights of accommodation at 8 Network Conferences for up to 2 people (up to 4.800 euro)
 - c. Possibility of travel reimbursement for 2 people to 8 Network Conferences (up to 3.200 euro)
 - d. Possibility of 3 paid away mobility per term (up to 3.750 euro);
 - e. *For selected cities* - dedicate budget for hosting conferences and Thematic Working Groups (subject to higher membership fees);
 - f. *For selected cities* - matching fund for participating in the SDG Lab.
2. Non-financial benefits:
 - a. Free access to the Network's capacity-building program for cultural cities: an annual training program built on the needs of the members and funded through suitable European grants;
 - b. Free access to the Network's digital information channels: a database with ECoC bid books, contacts for partnerships and communication alignment for the members of the Network;
 - c. Technical and moral support to face the challenges specific to different phases of ECoC candidacy;
 - d. Access to potential participation in specific programs (residencies, artistic programmes a.o.) and grant application consortia;
 - e. Participation and support in advocacy campaigns related to culture, urban development

and Europe. The opportunity to contribute to local and European policies and establish best practices in these fields;

- f. Possibility to increase the European relevance and visibility of their work and their cities. The network facilitates European partnerships, mobility of cultural workers and creators, and the engagement of cities and citizens with European issues.
- g. Possibility to apply for hosting conferences, Thematic Working Groups and Missions;
- h. Participate in the Mobility Program, both as sending and receiving organisations (3 mobilities per term);
- i. Participate in the SDG and Future Thing, Conferences, Thematic Working Groups, Policy & Advocacy Taskforce; Participate in the Culture Next Board and any other network activity.

VII. ROLE AND RESPONSIBILITIES OF THE PROMOTER

- 1. Cluj Cultural Centre is the Network Secretariat responsible for the project's general management and administration, acting as the executive coordinator.
- 2. The organisation's role is to provide information, coordinate the implementation of activities, and manage Culture Next's day-to-day operations and communications.
- 3. Cluj Cultural Centre manages member relations, network development, marketing and outreach and coordinates the strategic program management activities.
- 4. As the network's Secretariat, the organisation will be in charge of administering the project, planning and reporting, directing and coordinating project work, and organising activities and events in collaboration with network members.
- 5. The organisation is responsible for ensuring full and equitable access to all participation benefits.

VIII. FINANCIAL TERMS

- 1. The contract's base value for FULL MEMBERS is 3,000 euros per year.
- 2. Cities selected for hosting conferences and Thematic Working Groups will pay an extra fee, as follows:
 - A. 2.500 euro for THEMATIC GROUP HOSTS;
 - B. 5.000 euro for CONFERENCE HOSTS.
- 3. The annual value of the contribution (participation fee & hosting fee) will be paid by the 30th of June every year.
- 4. If necessary, under national laws, participants may request an invoice from the Promoter for the annual contribution.
- 5. Participants who do not pay the annual contribution by the 30th of December of every year will be cancelled from the official participants list.

IX. JOINT COMMITMENTS OF THE PARTIES

- (1) The Parties agree to fulfil their duties and responsibilities in implementing this agreement and

organising CULTURE NEXT network activities following sound management practices, transparency, and partnership principles. Their actions will align with the applicable national legislation and the European Education and Culture Executive Agency (EACEA) legal framework under the Creative Europe Programme.

- (2) The Parties undertake to use the information and documents obtained or to which they have access during the implementation of the CULTURE NEXT network activities according to this Agreement and in line with the national legislation in force and the European Education and Culture Executive Agency (EACEA) legal framework under the Creative Europe Programme, concerning the legal provisions on transparency, access to information and personal data protection.
- (3) To participate in the CULTURE NEXT network activities, the Parties must ensure that they carry out their agreement in accordance with the following principles and obligations related to:
 - (a) Conflict of interests. All Parties involved must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests'). They must formally notify the Promoter without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation. The Promoter may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.
 - (b) Ethics. All network activities must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.
 - (c) EU Values. All Parties involved must commit to and ensure the respect of fundamental EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities)
 - (d) Data processing. All Parties involved must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/67914). They must ensure that personal data is:
 - processed lawfully, fairly and transparently about the data subjects;
 - collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
 - adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
 - accurate and, where necessary, kept up-to-date;
 - kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and;
 - processed in a manner that ensures the appropriate security of the data.
 - (e) Sensitive information. The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') — during the agreement's implementation. The Promoter may disclose sensitive information to its staff and to other EU institutions and bodies.
 - (i) It may moreover disclose sensitive information to third Parties if:

- this is necessary to implement the Agreement or safeguard the EU financial interests and
 - the recipients of the information are bound by an obligation of confidentiality.
- (ii) The confidentiality obligations no longer apply if:
- the disclosing party agrees to release the other party
 - the information becomes publicly available without breaching any confidentiality obligation
 - the disclosure of sensitive information is required by EU, international or national law.

X. VISIBILITY

- (1) Communication activities related to this agreement and the Culture Next Cities Network (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities, and any infrastructure, equipment, vehicles, supplies, or significant results funded by the grant must acknowledge the EU support and display the European flag (emblem) and funding statement. Where appropriate, they should also use the Culture Next visuals.
- (2) The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.
- (3) Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.
- (4) When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed as prominently and visibly as the other logos.
- (5) Any communication or dissemination activity related to the action must use factually accurate information. Moreover, it must indicate the following disclaimer (translated into local languages where appropriate): "Funded by the European Union. Views and opinions expressed are, however, those of the author(s) only and do not necessarily reflect those of the European Union or European Education and Culture Executive Agency (EACEA). Neither the European Union nor the granting authority can be held responsible for them."

XI. AMENDMENT OF THE AGREEMENT

- (1) Any amendment to this Agreement or its annexes shall be made in writing by an addendum.

XII. TERMINATION OF THE AGREEMENT

- (1) The agreement terminates by right, without the need for delay or other formality, in case of non-compliance by the Participant with the obligations provided in this agreement.
- (2) This Agreement may be terminated in case of force majeure. Force majeure means an unforeseeable, insurmountable and unavoidable event, irrespective of the will of the parties,

that occurred after the date of signature of the Agreement, which impedes the full or partial execution of the Agreement and which exonerates from liability the party claiming it. Events such as natural calamities (earthquakes, floods, landslides), war, revolution, embargo, etc. may be causes of force majeure.

- (3) The party invoking force majeure must notify the other party of the force majeure case within five calendar days from its appearance and prove it within a maximum of 10 calendar days. The party invoking force majeure must communicate the date of cessation of force majeure within 3 calendar days.
- (4) The Parties are obliged to take all measures at their disposal to limit the consequences of force majeure. If the Party invoking force majeure fails to notify the commencement and cessation of force majeure under the prescribed conditions and time limits, it shall bear all damages to the other party for failure to notify.

XIII. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by the terms of the Agreement as expressly set out herein, and the European Union rules applicable to this Agreement. In case of any disputes arising for the alleged breach of any or all parts of this Agreement, each Party agrees to apply Alternative Means of Dispute Resolution (ADR). If these means have not received a solution, the parties shall accept the jurisdiction of Romanian law and the exclusive jurisdiction of the Court of Cluj Napoca, Romania.

XIV. FINAL PROVISION

- (1) This agreement, together with its amendments and appendices, is the will of the parties and supersedes any understanding prior or subsequent to the conclusion hereof.
- (2) The legal relations between the parties shall be governed by the Romanian laws in force in the field.
- (3) This contract shall be amended only with the written consent of both parties by an addendum hereto.
- (4) The rights and obligations of the parties under this agreement shall be duly supplemented by the legal provisions in force on the date of its signing.

This Participation Agreement will be signed in 2 copies, by the legal representatives of both institutions, one for each partner entity.

In Cluj-Napoca, Romania

Date: _____

Cluj Cultural Centre

Ștefan Teișanu, Executive Director

.....

Name, Title

ANNEX 1

CULTURE NEXT CITIES NETWORK

MANIFESTO

Considering that:

Bidding for the European Capital of Culture title requires commitment, investment and cooperation among various local actors, and the candidature is an important unique development opportunity for all participating cities;

More than 80% of the bidding cities are not awarded the title and then all their efforts and emotional and financial investments are lost. All these cities develop strong cultural strategies, establish mechanisms for cultural planning and citizen participation and they manage to raise significant budgets and energy for the implementation of their programme;

There is a need to gather and offer possible answers to this delicate question: How can candidate cities – be they candidates, title holders or former candidates that did not make it through the selection – make the most of this exceptional mobilising of talents, ideas, resources and energy?;

Cities are where democracy, inclusiveness and innovation are produced, with culture being a facilitator of this entire ecosystem. More cities with cultural programmes for sustainability mean more power to address European challenges and opportunities;

There is a need to support cities to implement culture-led urban development programmes and policies, building on the experiences, participatory processes and collaborations established during the preparation for the ECoC bid and therefore contribution to the legacy of the ECoC project.

US, THE SIGNATORIES OF THIS MANIFESTO AGREE TO COLLABORATE IN THE FRAMEWORK OF THE CULTURE NEXT CITIES NETWORK IN 2025 TO 2028.

By doing this we express our commitment to make culture work as a catalyst for sustainable development in our communities and to engage in a European ecosystem of collaboration.

We commit to make the most out of, and to respect the guiding principles of Culture Next, as stipulated in the Network's documents.

ANNEX 2

MEMBERSHIP FEES & BENEFITS 2025 - 2028

Membership fees	New fees, starting 2025
Full member fees (annual)	€ 3,000.00
Financial benefits	
Acces to 8 networks conferences	<i>2 ppl x 2 nights accommodation (300 euro/ person)</i> <i>no conference fee for 2 ppl (300 euro/ person)</i> <i>travel reimbursement (200 euro/ person)</i>
	3.200 euro/ year
Mobility Fund (2 mobilities in 4 years)	<i>Up to a maximum of 1.250 euros/ mobility</i> <i>3 mobilities/ city</i>
	1.250 euro/ year
Communication budget	-
TOTAL BENEFITS	€ 4,450.00
Membership fees	New fees, starting 2025
Conference host	1 payment 5.000 euro/ conference
Financial benefits	
Conference grant	<i>25.000 euro</i> <i>--</i> <i>50 delegates x 150 euro/ night = 15.000 euro</i> <i>1 x venue rent & catering = 8.000 euro</i> <i>1 x guests, experts, speakers = 2.000 euro</i>
	€ 25,000.00
TOTAL BENEFITS	€ 25,000.00
Membership fees	New fees, starting 2025

TWG hoast	2.500 euro/ TWG
Financial benefits	
TWG host	<i>8.000 euro</i> <i>--</i> <i>1 written output</i> <i>1 online conference open to anyone interested</i> <i>2 podcasts</i>
	€ 8,000.00
TOTAL BENEFITS	€ 8,000.00

Membership fees	New fees, starting 2025
CN Mission	5.000 euro/ mission + travel & accommodation for 5 persons
Financial benefits	
CN Mission	<i>5 experts x 1 day</i>