**Cooperation agreement**

Between

(1) **Name of theatre/venue**

**Address**

***represented by …***

hereinafter referred to as "**THEATRE**“

and the (2) Hessian Theatre Academy

 Eschersheimer Landstrasse 29 - 39

 60322 Frankfurt am Main

*Represented by the president*

*of Hessian Theatre Academy,*

*Prof. Ingo Diehl*

hereinafter referred to as "**HTA**“

and the (3)

 **Name of university/institution**

**Address**

***Represented by … (teacher/professor)***

hereinafter referred to as "**INSTITUTION**“

the following cooperation agreement is concluded:

**§ 1 MULTILATERAL production**

1. The HTA, the INSTITUTION and the THEATREjointly produce:

Format: **Theatre event or production or
 performance or presentation etc.**

Title: **Piece title**

by: **Name student (as person in charge)
 Name Institution, department, study programme**

1. **Piece title** is to be rehearsed and to be shown at the THEATRE:

First rehearsal: **Date first rehearsal**

Last rehearsal: **Date last rehearsal**

Opening night: **Date opening night**

Venue: **Venue**

Additional shows: **amount additional shows in total,
 dates of the additional shows**

**§ 2 OBLIGATIONS OF CONTRACTING PARTIES**

1. The TheatrE

provides the necessary cast in consultation with the directing team;

provides technical, organisational and dramaturgical support after consultation with the directing team;

provides appropriate spaces and corresponding facilities for the rehearsals;

provides the venue **Name of the Venue/Stage** including technical support for the final rehearsals and the shows;

produces the appropriate equipment and allows access to its inventory (costume, furniture, props, etc.);

provides the cashier and admission personnel required for the event;

includes the event in its programme and produces the usual programme booklet variant for equivalent **Name of the Venue/Stage** productions;

promotes the event and takes over the press work in consultation with the HTA, the INSTITUTION and the respective student(s);

claims the final artistic responsibility of the production; and

is responsible for adhering to the overall budget.

1. The HTA

provides a production amount of **HTA funding in EUR** to the THEATRE in order partially cover the production costs (see § 4 (b)).

1. The INSTITUTION

is responsible for the didactic and pedagogical supervision of the respective student(s). **Name of the student(s)** isresponsible for the project.

**§ 3 Ticket sales and distribution of revenue**

The THEATRE retains the respective box office receipts to cover to cover the production costs.

**§ 4 Other agreements**

1. **Piece title** will be credited to **Name student(s)** as part of the study programme “**Name study programme**“.
2. The HTA funding is used by the THEATRE for the following expenses:

**List of the corresponding expenses\***

*\*The listed expenses follow HTA’s remarks on funding and billing.* [*The remarks can be obtained online accordingly*](https://hessische-theaterakademie.de/media/hessian_theatre_academy_remarks_on_funding_and_billing.pdf)*.*

1. The THEATRE provides material and labour costs mentioned in § 2 (a) free of charge.
2. The**Name of the Venue/Stage** provides **Number of seats** per show.
3. Up to **Number of free tickets** guests of the HTA and the INSTITUTION will be given free admission to the opening/premiere. A corresponding list will be submitted to the THEATRE ten days prior to the premiere.
4. The producers and co-producers work closely together on all press and public relations issues. Press tickets for the performances are processed by the THEATRE’s press department.
5. The THEATRE commissions a photographer for press and other photos at its own expense. The HTA and the INSTITUTION will be provided with a selection of these photos for advertising, study and information purposes (corresponding copyright data and - if necessary - the given consent of the depicted persons are additionally to be annexed).
6. Any performing rights arising are to be obtained by the THEATRE; the THEATRE pays the corresponding fees arising in this connection - if any. **Name student(s)** prepares and submits a list for any used musical records / songs by the date of the premiere at the latest. Any copyrights related to footage or videos used in the show, that are to be clarified, belong to the responsibility of **Name student(s)**.
7. In all flyers and advertising material, the cooperation partners are to be named with their logo as follows: HTA (logo), INSTITUTION (logo) plus **Name student(s)**.

**§ 5 General terms and conditions**

1. None of the contracting parties shall be liable in the event that the services agreed in this contract cannot be provided due to force majeure such as strike, earthquake etc., which is beyond the control of the parties. Mutual compensation claims are excluded.
2. The parties shall only be liable to each other for damages caused intentionally and by gross negligence. This shall not apply to damages resulting from injury to life, body or health.
3. In the event of any dispute between the parties concerning this contract, its validity, breach of contract or termination of the contract, the parties agree to facilitate an amicable settlement.
4. In case disputes cannot be settled within four weeks of written notification of one party by the other, the related party or parties are free to address the issue by court.
5. Changes and additions must be made in written form to become legally effective. Additional, non-written agreements to this contract do not exist. If a provision of this agreement is or becomes legally invalid or if there is any gap that needs to be filled, the validity of the remainder of the agreement shall not be affected thereby. The invalid paragraph shall be replaced by the parties by a provision that corresponds to the purpose of the contract.
6. Each party receives a signed copy of this agreement.

The formulated cooperation agreement (§ 1 - § 5) is signed by the contracting parties:

|  |  |
| --- | --- |
| (1) Theatre | **Name of Theatre/Venue** |
|  | **Name Representative** |
|  | **Place and Date** |
|  |  |
|  | Signature Representative THEATRE |

|  |  |
| --- | --- |
| (2) HTA | Hessian Theatre Academy |
|  | Prof. Ingo Diehl |
|  | Frankfurt, **Date** |
|  |  |
|  | Signature Prof. Ingo Diehl (President HTA) |

|  |  |
| --- | --- |
| (3) Institution | **Name of Institution** |
|  | **Name Representative** |
|  | **Place and Date** |
|  |  |
|  | Signature RepresentativeINSTITUTION |

|  |  |
| --- | --- |
| (4) Student(s) | **Name student(s)** |
|  | **Study Programme,****Department** |
|  | **Place and Date** |
|  |  |
|  | Signature Student(s) |