

COOPERATION AND ARTISTIC PARTNERSHIP AGREEMENT

between

Inclusion in Dance

CVR 38410350

(the “Association”)

and

Nordic Ballet

CVR 36627271

represented by Valeriy Shvetsov, owner

(the “Artistic Partner” or “Nordic Ballet”)

collectively referred to as the “Parties”.

1. Purpose and nature of the cooperation

The Association and Nordic Ballet are independent organisations with separate legal, financial and organisational responsibility.

The purpose of the Association is to promote children's and young people's access to dance, culture, artistic development and inclusive participation.

The Parties intend to cooperate on artistic, educational and cultural projects benefiting children and young people, including projects which may otherwise be difficult or significantly more costly to realise.

Nordic Ballet is an independent professional artistic and educational organisation and serves as the Association's **principal artistic partner** for ballet and dance activities within the scope of this Agreement.

Nothing in this Agreement establishes a partnership, joint venture, employment, agency or ownership relationship between the Parties.

2. Scope of cooperation

Cooperation may include:

- artistic productions and performances;
- competitions and participation projects;
- talent development;
- masterclasses and workshops;
- cultural and educational projects;
- scholarships and participation initiatives;
- travel and other activities benefiting children and young people.

The Association determines its charitable objectives and manages its funding.

Nordic Ballet is responsible for the professional artistic and educational delivery of activities commissioned from it.

The Association may cooperate with other artists, experts or organisations where appropriate for a particular project, including where required by its artistic concept, professional expertise, educational or technical requirements, venue, competition rules or funding conditions.

Such cooperation does not by itself alter Nordic Ballet's role as the Association's principal artistic partner.

3. Individual projects

Projects may be developed and delivered in cooperation with Nordic Ballet following an agreement between the Parties concerning the relevant project.

For significant projects, the Parties should agree in writing on the scope, responsibilities, budget, deliverables and any specific funding requirements.

A project may include artistic development, choreography, artistic direction, educational preparation, rehearsals, coaching, production, technical preparation, performance, documentation and other professional services or resources required for its implementation.

Participation in individual activities remains voluntary. Parents or legal guardians, and where appropriate the participants themselves, decide whether a child participates in a particular performance, competition, workshop, travel activity or other project.

The Association may support participation costs and project costs through grants, donations and other external funding, subject to the applicable funding conditions.

4. Principal artistic partnership and artistic responsibility

Where Nordic Ballet is commissioned to develop or deliver an artistic project, it retains professional responsibility and artistic authority for the artistic work within the agreed project framework.

This may include decisions concerning:

- artistic concept;
- choreography;
- musical and artistic treatment;
- repertoire;
- visual and costume concept;
- artistic casting and allocation of roles;
- artistic preparation and presentation.

The Association determines the social, educational and charitable objectives and financial framework of an Association-supported project.

Financing a project does not by itself give the Association the right to direct or alter its artistic content.

5. Professional remuneration and transparency

Nordic Ballet shall be entitled to reasonable professional remuneration for services commissioned by the Association.

Remuneration shall reflect the scope and complexity of the work, professional time, personnel, production requirements, travel and documented costs, and the professional nature and market value of the services.

The Parties acknowledge that original choreography, artistic direction and other specialised artistic services may not have directly comparable market prices.

Material transactions shall be appropriately documented, budgeted and recorded in the Association's accounts. Documentation may include quotations, comparable professional rates, previous contracts, project budgets, time estimates, production costs or other relevant evidence.

The Parties intend that transactions between them are conducted on a reasonable and transparent arm's-length basis.

6. Funding and project budgets

Significant projects shall have an approved project budget. The Association remains responsible for complying with the conditions imposed by funders.

Where a grant or other funding arrangement contains specific requirements concerning ownership, procurement, accounting, reporting, use of resources or other project conditions, those requirements shall be taken into account before the relevant commitment is made.

The Parties shall cooperate in providing information reasonably required for grant applications, reporting and documentation.

7. Project resources and ownership

The Parties recognise that an artistic project may involve artistic, educational, technical and production resources.

Unless otherwise expressly agreed in writing, a project developed and delivered by Nordic Ballet under this Agreement remains part of Nordic Ballet's professional artistic and production activities, and materials, resources and other elements developed, provided or acquired by Nordic Ballet for its professional delivery remain under the ownership or control of Nordic Ballet or the relevant rights holder. The Association's financing or support of a project does not by itself constitute a transfer of ownership or intellectual property rights.

Where a grant, donation or other funding arrangement requires a particular resource or project element to be owned, controlled or accounted for by the Association, the Parties shall make the necessary arrangement in the relevant project agreement.

Any specific departure from the above principle shall be expressly agreed in writing.

8. Intellectual property and subsequent use

Each Party retains ownership of its pre-existing intellectual property, materials, know-how, artistic repertoire, designs, branding and other resources.

Nothing in this Agreement constitutes an assignment of copyright or other intellectual property rights to the Association unless expressly agreed in writing.

This includes, without limitation, choreography, artistic concepts, original designs, production concepts, teaching materials and other original artistic works created by Nordic Ballet or its artists.

Where an artistic work is created by an individual artist, the relevant rights remain with that artist or other applicable rights holder unless expressly transferred.

For projects supported by the Association, the Association shall receive a non-exclusive, non-transferable right to use agreed project documentation and materials for:

- grant reporting;
- annual and impact reporting;
- fundraising;
- archival purposes;
- the Association's website and social media;
- non-commercial communication of the Association's activities; and
- performances or other uses expressly agreed for the particular project.

Such use does not include the right to independently reproduce, adapt, transfer or restage protected artistic works without the consent of the relevant rights holder.

Any continued or additional use of a Nordic Ballet artistic work may be subject to a separate agreement concerning artistic supervision, rehearsals, coaching, adaptation, licensing or professional remuneration.

9. Children, families and educational independence

Children and young people participating in supported projects are the principal beneficiaries of the cooperation.

Participation in an Association-supported project does not transfer to the Association any ownership or control over Nordic Ballet's students, families, customer relationships, enrolments or educational activities.

Nothing in this Agreement restricts parents or children from making independent educational choices or participating in activities organised by other schools or organisations.

10. Branding and documentation

Each Party retains its own name, logo, brand, visual identity and goodwill. Joint projects shall accurately reflect the respective roles and contributions of the Parties.

The Parties may agree on the appropriate wording and order of their names in connection with each project, including acknowledgement of funders and other partners where applicable.

Neither Party may represent itself as the owner or controller of the other or imply a legal relationship beyond this Agreement.

Each Party may document and communicate its participation in joint projects, subject to applicable copyright, privacy requirements, parental consents and third-party agreements. The Association may use project documentation for grant reporting, fundraising, impact reporting, archival purposes and non-commercial communication.

11. Conflict of interest and related-party transactions

The Parties acknowledge that persons associated with the Association may also have personal or economic relationships with Nordic Ballet.

The cooperation framework shall be disclosed to the Association's members and handled in accordance with the Association's Constitution and applicable conflict-of-interest requirements.

Where a Board member has a material personal or economic interest in a specific matter, that interest shall be disclosed and the Board member shall withdraw from the relevant consideration and decision where required.

Approval of this general cooperation framework does not make individual future transactions automatically conflict-free.

Individual transactions shall nevertheless be project-related, properly documented, reasonable, proportionate and appropriately budgeted.

12. Governance and operational independence

The Board of the Association remains responsible for the Association's governance, funds and project decisions.

Nordic Ballet remains responsible for its own business, personnel and professional artistic work.

Nothing in this Agreement gives Nordic Ballet authority over the governance of the Association, and nothing gives the Association authority over Nordic Ballet's ordinary business or activities outside commissioned projects.

13. Cancellation and force majeure

Where an approved project is cancelled or materially reduced by the Association for reasons not attributable to Nordic Ballet, the Association shall remain responsible for professional services already performed, materials and commitments specifically incurred for the project, and reasonable documented non-refundable costs incurred within the approved project framework.

Nordic Ballet shall take reasonable steps to minimise such costs.

Neither Party shall be liable for failure or delay caused by circumstances beyond its reasonable control, including governmental restrictions, war, natural disasters, major public emergencies, serious epidemics or pandemics, venue cancellation or closure, transport disruption or other extraordinary circumstances.

The Parties shall cooperate in good faith to postpone, modify or reschedule an affected project where reasonably possible. Force majeure does not relieve the Parties from payment obligations already incurred for services performed or documented non-refundable costs.

14. Term and termination

This Agreement shall remain in force until terminated.

Either Party may terminate the Agreement by giving six months' written notice.

Where necessary to complete an ongoing funded project or fulfil an existing contractual commitment, the Parties may agree on a longer transition period.

Termination does not affect existing project agreements, funding obligations, payment obligations already incurred, ownership rights, intellectual property rights or licences expressly granted before termination.

Termination shall not by itself give the Association the right to reproduce, transfer or continue a Nordic Ballet artistic project through another organisation without addressing the relevant intellectual property, artistic and contractual rights.

Following termination, the Association remains free to develop new projects with other artistic partners.

15. Fundamental changes and amendments

The Association shall handle any fundamental change to the long-term cooperation framework in accordance with its Constitution and applicable governance requirements.

Ordinary operational decisions within an approved framework remain the responsibility of the Board.

Any amendment to this Agreement shall be made in writing and approved by both Parties.

16. Documentation and transparency

The Parties shall maintain appropriate documentation concerning project scope, budgets, professional services, payments, funding conditions and project outcomes.

The Association may report the social, educational and cultural impact of projects to its members, funders, partners and relevant public authorities.

Both Parties shall provide reasonable information necessary to demonstrate the nature, purpose and financial basis of their cooperation.

17. Signatures