WORLD CITIES CULTURE FORUM

City Partnership Agreement

1. Contractual parties

This contractual agreement (the "**Agreement**") commences on **1 April 2022**

between:

The City of Brussels, represented by its College of Mayor and Aldermen, on behalf of which act Mrs Delphine HOUBA, Alderwomen for Culture et Dirk LEONARD, City Secretary,

In execution of a decision of the City Council of hereinafter referred to as "The Partner City"

and

WCCF Ltd of City Hall, Kamal Chunchie Way, London, E16 1ZE, United Kingdom ("WCCF")

2. Contract scope

The City Partner wishes to contract with the WCCF for the provision of the services as listed and described in Appendix 1 by WCCF to the City Partner. Any variation to the services provided shall be agreed by the parties in writing.

By signing this agreement, the City Partner agrees to support WCCF's mission and to adhere to the principles of the Seoul Declaration set out in Appendix 2 as may be amended, restated or replaced from time to time.

3. Duration of contract

This agreement shall commence on 1 April 2022 and the initial term shall continue until 31 March 2023 (the "**Initial Term**"), unless terminated earlier pursuant to sections 8, 9 and 10 of this agreement. If the City Partner does not provide written notice to WCCF by 1 March of each year to Laia Gasch by email at laia.gasch@london.gov.uk, the agreement shall remain in place for the following year and WCCF will invoice the City Partner accordingly.

The duration of the contract shall not be affected by any suspension in accordance with clause 8, save where it is subsequently terminated due to a suspension still existing at the end of an annual period.

4. Fees

In consideration of the services provided by WCCF, the City Partner will pay ~~[a one-time joining fee of £15,000]~~[an annual fee of £7,150]~~[a biennial fee of £12,600]~~[in accordance with this clause 4. [WCCF reserves the right to increase the annual fee in its discretion for future years and shall notify the City Partner of any anticipated increase by at least 30 days before the start of the next annual period, as applicable.]

In consideration for the fee, the City Partner shall receive the services as listed and described in Appendix 1 for the term of this agreement.

The above fee is exclusive of any VAT or other tax that may be applicable due to regulations in the UK or the country in which the City Partner is located.

WCCF will issue an invoice addressed to:

fact-bru@brucity.be

Payment shall be made to the following account within 30 days of the invoice date.

Name on the account: WCCF Ltd
Account Holder's Address: WCCF – London City Hall, Kamal Chunchie Way, London E16 1ZE
Bank Name: The Co-Operative Bank plc
Bank address: P.O. Box 101, 1 Balloon Street, Manchester M60 4EP
Swift address/BIC: CPBKGB22
Account number: 63064148
Sort Code: 089299

Payment of the invoice shall constitute the City Partner's acceptance of the terms and conditions of this Agreement.

5. Data protection

WCCF processes personal data about representatives of City Partners as explained in the Privacy Notice at Appendix 3. As set out in that Privacy Notice, WCCF shares contact information (names, job titles and emails) of those representatives with other City Partners. If any City Partner representative does not wish for these details to be shared, the City Partner or such representative should notify WCCF.

The City Partner agrees to provide a copy of the WCCF Privacy Notice (as attached at Appendix 3 and/or as may be updated and provided to the City Partner by WCCF from time to time) to its

representatives or other associated individuals whose personal data WCCF may process in connection with this agreement.

6. Confidentiality

All data indicators will be kept confidential and no data shall be used for any other purpose until the launch of the research reports (such as the World Cities Culture Report) and the City Partner's written confirmation that the data concerning itself can be published on the WCCF website.

The parties acknowledge a duty during and after the term of this agreement to not disclose without the relevant party's prior written permission any confidential information either concerning the other's business, its business plans, customers or associated companies or any of the following information in respect of any other WCCF City Partner.

7. Intellectual Property

The World Cities Culture Forum is founded on an open data policy. Data indicators that are collected as part of the research will be made publicly available in a synthesised form in the final report. Any data used or created in the project will be released as open data on an online web database platform subject to City Partner approval.

The intellectual property rights of the future editions of the *World Cities Culture Report* (unless otherwise stated) and policy briefings will be owned by WCCF. By contracting with the World Cities Culture Forum, for the duration of this agreement (and any subsequent renewal), and provided that the translation credits WCCF as the originator of the initiative, the City Partner is granted the right to translate future reports, the *World Cities Culture Report,* and World Cities Culture Forum policy briefings in adherence with the WCCF brand guidelines (to be supplied separately) and subject to review and approval from the World Cities Culture Forum, the City Partner may distribute the same as it deems appropriate.

8. Termination

Either party may terminate this agreement forthwith by notice in writing to the other if the other party:

a) is in material breach of any of the terms of this agreement and, in the case of a breach capable of remedy, fails to remedy such breach within 30 days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it; or

b) passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect; or becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets; or ceases, or threatens to cease, to carry on business.

The City Partner may terminate this agreement in respect of the year following the Initial Term by providing notice in accordance with clause 4 above. Should the City Partner wish to terminate this agreement in subsequent years, it must notify the WCCF at least 30 days in advance of the start of the new agreement.

WCCF may (i) suspend the City Partner's rights and obligations under this Agreement or (ii) terminate this Agreement without prior notice if WCCF (acting in its sole discretion) determines that the association or affiliation of the City Partner with WCCF could bring WCCF into disrepute or otherwise result in a material disadvantage to WCCF (the "**Trigger Circumstances**"). If the suspension is continuing as of 31 March, this Agreement shall terminate prior to the commencement of the next annual period. Subject to the foregoing, WCCF may determine to lift the suspension if it determines (acting in its sole discretion) that the consequences of the Trigger Circumstances are no longer applicable. Upon the termination of this Agreement pursuant to this clause, WCCF shall, subject to applicable law and regulation and there being no material administrative or operational issues associated therewith, return any

fees paid on a prorated basis to the City Partner as soon as is reasonably practicable.

9. Force Majeure

If due to war, strikes, industrial action short of a strike, import or export embargo, lockouts or lockdowns, accidents, fire, blockade, flood, pandemics or disease, natural catastrophes or other obstacles out of the control of the parties ("**Force Majeure Event**"), WCCF fails to perform any of its obligations under this agreement, WCCF shall not be held responsible for any loss or damage which may be incurred as a result of such failure. Should the Force Majeure Event continue for longer than 60 days, the City Partner shall have the option of terminating this agreement immediately without further liability other than such liabilities as have already accrued when the term ends.

For the avoidance of doubt, if the City Partner is unable to participate in WCCF (including attend its events) due to domestic laws and/or regulations applicable to the City Partner, this will not constitute a Force Majeure Event. WCCF shall, in any event, use reasonable efforts to provide for attendance at its events by virtual/hybrid means so as to enable the participation of the City Partner if physical participation is the concern.

10. WCCF Organisation

Should WCCF undertake a reorganisation such that its corporate form changes from a private company limited by guarantee without share capital to a charitable incorporated organisation during the term of this agreement, the parties agree that the City Partner shall be entitled to contract with the new charitable incorporated organisation on such terms as may apply from time to time, subject to completion by the City Partner of any procedural formalities as required in relation thereto to the satisfaction of WCCF.

11. Survival of Obligations on Termination

The following clauses shall survive the end of the term:

Section 5: Data Protection

Section 6: Confidentiality

Section 7: Intellectual Property

12. Miscellaneous

Governing Law & Jurisdiction. This agreement is governed by the law of England and Wales and subject to the jurisdiction of the English Courts.

Entire Agreement. This agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this agreement.

No Waiver. No failure to exercise or delay in exercising any right or remedy under this agreement shall constitute a waiver thereof and no single or partial exercise of any right or remedy under this agreement shall preclude or restrict any further exercise of such right or remedy. The rights and remedies contained in this agreement are cumulative and not exclusive of any rights and remedies provided by law.

No Partnership or Agency. Notwithstanding the use of the word 'Partner' in this agreement, for the avoidance of doubt, nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture in any jurisdiction between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

Each party confirms it is acting on its own behalf and not for the benefit of any other person.

Severance. If any term or provision in this agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law in any jurisdiction that term or provision or part shall to that extent be deemed not to form part of this

agreement in that jurisdiction and the enforceability of the remainder of this agreement or of the agreement in any other jurisdiction shall not be affected thereby.

Done in Brussels, on

In two original copies, each party retaining its own

Signed by:

On behalf of City of Brussels

_____ _____

WCCF Ltd

Delphine HOUBA
Alderwoman

Date:

Dirk LEONARD
City Secretary

Appendix 1: Partner City Services and Participation

In order for WCCF to provide its service to City Partners, the City Partner is required to provide its active participation.

The WCCF team are always available to discuss queries or ideas you may have in relation to the services we provide to you. It is important that City Partners contribute to discussions, research and summit in a collaborative and supportive manner, recognising the many different contexts in which WCCF operates.

WCCF refers City Partners to the 2018 Seoul Declaration in Appendix 2 as a pledge from City Partners to make culture available to and empowering for all citizens.

1. Network and Exchange

WCCF will provide the following services to City Partners through which City Partners will access, share and promote actions around the future of culture in World Cities. WCCF will draw on network expertise and resources to support challenges Partner Cities are facing.

1.1 City Partners agree to participate in a peer network with a dedicated point of contact to facilitate city-to-city connections

1.2 WCCF will provide the opportunity for selected cities to take part in its Leadership Exchange Programme with other cities to share challenges and learning.

1.3 WCCF will provide City Partners with a quarterly newsletter with news from around the network, which WCCF will coordinate.

1.4 WCCF will provide the opportunity for City Partners to take on individual leadership within the network at partner and regional events through the Speakers Bureau.

1.5 WCCF will supply access for City Partners to an exclusive online platform to share research and news within the network.

1.6 WCCF will grant City Partners access to regular exclusive City Webinar series, to share case studies, challenges and learnings

2. World Cities Culture Summit

WCCF will organise the World Cities Culture Summit, which will enable City Partners to debate issues and share their approaches to using culture for a sustainable urban future.

2.1 Summit Participation

- City Partners will receive invitations from WCCF for two senior policymakers to participate in the full programme.

2.2. Summit Policy Briefings

- WCCF will share a policy briefing with City Partners which provides a framework for summit discussions.

2.3. Input into Summit Programme

- WCCF will consult City Partners about the content of the Summit programme and how they wish to participate.

2.4. Summit and Event Hosting

- WCCF will invite City Partners to bid to host future annual summits and will send City Partners an expression of interest form through which they can indicate their interest.

- In addition to the opportunity to host the Summit, City Partners may propose the organisation of activities such as themed symposia and research workshops in partnership

with WCCF, subject to adherence to the WCCF partnership framework (available on request).

3. World Cities Culture Report

WCCF will prepare a World Cities Culture Report, which is a significant compendium of data and policy best practice about culture and world cities. It looks at how cities are leading through their cultural policy. The report is an opportunity for City Partners to showcase their innovative programme, original approaches and responses to the challenges they face. It also highlights emerging trends and developing issues over the next years. To this end, City Partners agree to:

3.1. contribute to the 2022 World Cities Culture Report; and

3.2 supply up to date city data to WCCF for the online global index on an ongoing basis.

Appendix 2: World Cities Culture Forum Ethos (Seoul Declaration 2018)

City Partners are committed to the following:

- To ensure that culture is a golden thread in all aspects of city policy, whether that might be housing or transport, health or education.
- To make culture available to and empowering for all citizens. Recognising that world cities are the workplaces, inspirations, safe harbours and homes of outward-looking, open-minded citizens.
- To generate and learn from evidence and research, in pursuit of an enlightened and progressive approach to policy development and implementation.
- To act as leaders in our field and to continue to collaborate in the face of shared challenges and shared opportunities, as identified by the World Cities Culture Forum through its events, publications and networks.

While also being dedicated to:

- Pressing ahead with Making Space for Culture: to protect and preserve the places that make our cities what they are.
- Seeking out cultural responses to climate change, recognising that artists help us to comprehend the challenges we face.
- Speaking as one voice on behalf of all global citizens. To represent those who value humanist values of openness, exploration and free enquiry. Global citizens value free expression and understand that art does not respect national boundaries.
- Developing the work of the World Cities Culture Forum through its Leadership Exchange Programme.

Appendix 3: Privacy Notice

WCCF needs to process certain Personal Data in relation to the people and cities that we work with when carrying out our activities to enable us to, amongst other things:

- carry out and promote our educational and charitable mission;
- monitor and evaluate our reach and impact;
- hold WCCF events and facilitate participation;
- keep and update a relationship database consisting of partner and city contacts; and
- inform others of the work we are doing that may benefit them.

WCCF recognises the importance of the correct and lawful treatment of Personal Data and that the failure to do so can cause real harm and distress to the individual to whom the information relates and also cause harm to WCCF's reputation and trust.

WCCF has a Data Protection Policy which complies with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (UK). GDPR applies whenever there is Processing of Personal Data belonging to a Data Subject in the European Union or the United Kingdom, or in the context of the activities of a Controller or Processor in the EU or UK regardless of where the Processing takes place. Whilst GDPR governs the Processing of Personal Data for Data Subjects within (or in the context of an organisation within) the European Union and the United Kingdom, this policy will govern how WCCF treats ALL Personal Data, to ensure a consistent framework and standard of compliance.