AGREEMENT

Between

KASK & Conservatory, school of arts of University College Ghent (public institution with legal personality, pursuant to the Special Decree of 13 July 2012, organized under Belgian Law, having its administrative office in Belgium at Geraard de Duivelstraat 5, BE-9000 Gent, with enterprise number 0255.647.755) duly represented by Filip Rathé, dean

hereinafter referred to as KASK & Conservatorium

and

The CITY of BRUSSELS, in its capacity as organising authority ("OA") of "Académie royale des beaux arts de Bruxelles", rue du Midi 144, 1000 Brussels, represented by its College of Mayor by Mrs Faouzia HARICHE, in charge of Public Education, Youth and Human Resources, and Mr Dirk LEONARD, Municipal Secretary of the City of Brussels, are acting in execution of a decision of the Municipal Council of XX/XX/XXXX".

hereinafter referred to as "OA ArBA-EsA"

PREAMBLE - CONTEXT

KASK & Conservatorium and ArBA-ESs, which organising authority is the City of Brussels, will work together in realizing the Young Curators Programme (YCP). The YCP aims to promote a greater engagement of emerging curators of the two biggest language communities in Belgium in the frame of the participation in the Venice Biennale. Designed to offer opportunities for Brussels-based, Flemish and Walloon professionals at the beginning of their careers, the YCP focuses on nurturing the expertise of the curatorial practice while providing mediation for the Belgian pavilion at the Venice Biennale. The initiative features a unique and rare occasion to combine two goals and actors from its two most populous communities in the context of one of the world's most prestigious international art events.

ARTICLE 1. OBJECT

§1. The purpose of this agreement is to grant €5.000,00 (incl. VAT) by KASK & Conservatorium to ArBA-EsA for the practical organization of YCP 2023/ 2024.

§2. The missions of ArBA-EsA are the concrete organization of the different stages of the YCP in collaboration with the various partners (KASK, BIJ, FWB and the program coordinator Laila Melchior) as listed below;
- Administrative work relating to the organization of the YCP for the students and alumni of the two schools;
- Organization of travel and accommodation for the YCP and the coordinator on site in Venice;
- Management of contracts and remuneration of YCPs and the coordinator;
- Taking out working insurance ;
- A report of operations linked to the budget at the end of the project.

§3. Participants are selected via an open call, responding to criteria established beforehand. They are eligible based on their educational background in curatorial studies in Belgian schools and their connection on an equal foot to one of the two communities, at the end the decision is taken by a jury composed by responsible people from the two schools as well as from the Pavillion curatorial team

ARTICLE 2. BUDGET

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§1. KASK & Conservatorium's contribution of €5.000,00 (incl. VAT) will cover the costs listed in Art.2§2 of this agreement. This amount, upon receipt of the invoice, will be deposited into the account of ArBA-EsA.

§2. The YCP budget will cover the following costs : :
- Return ticket from Brussels to Venice;
- A weekly allowance;
- Accommodation in a shared apartment in Venice (private room);
- Transportation costs in Venice (Venezia Carta Unica);
- Working insurance

ARTICLE 3 - REPORT

A full report of the organization of YCP will be handed by ArBA-EsA when the project is closed in order to explain how the project has been realised and finalized including budgetary reporting.

Art. 4 - GENERAL PROVISIONS

4.1 Belgian law shall apply to this agreement.

4.2 The parties shall endeavor to settle any disputes amicably. Failing an amicable agreement, the courts of the district of Brussels shall have exclusive jurisdiction.

4.3 The possible invalidity of provisions of this agreement shall not affect the existence of the agreement or the validity of the remaining provisions. The parties undertake to replace the provisions declared invalid by the court in mutual consultation with legally valid provisions that are as close as possible in content and spirit to the provisions declared invalid.

4.4 Any modification, deletion or addition made to the clauses of the above agreement must - in order to be valid - be done by amendment . This only concerns changes made during the formation of the agreement. Oral agreements do not affect this agreement.

4.5 In case a party finds itself in an unforeseen situation where it is absolutely impossible to execute the agreement as foreseen, they shall immediately inform the other party by telephone and in writing. Both parties shall discuss what urgent measures can be taken with a view to executing the agreement.

This agreement is made in Ghent, on 2023 in two original copies, each party declaring to have received one.

Read and confirmed

For KASK & Conservatorium

Filip Rathé

Dean

The CITY of BRUSSELS, in its capacity as organising authority ("OA") of "Académie royale des beaux arts de Bruxelles",

Mrs Faouzia HARICHE representing College of Mayor

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