



# COOPERATION AGREEMENT

between

**Goethe-Institut Indonesien,  
Dr. Heinrich Blomeke  
Regional Director  
Goethe-Institut Southeast Asia/Australia/New Zealand  
Jl. Sam Ratulangi 9-15, Menteng, Jakarta 10350, Indonesien**

**-hereinafter referred to as „Goethe-Institut“-**

and

**Universitas Negeri Malang,  
Professor Dr. AH. Rofi'uddin  
Rector  
Jl. Semarang No.5, Malang 65145, Indonesia**

**-hereinafter referred to as „cooperation partner“-**

## §1 Project structure

As part of the project on Choir-Conductors-Training with the renowned conductor from Germany Nicolas Fink, Goethe-Institut Indonesien and Universitas Negeri Malang join together to enable an optimal flow of the project.

## §2 Project description and procedure

The project will be implemented according to the attached timetable.

## §3 Obligations of Goethe-Institut Indonesien

1. The Goethe-Institut initiates and supports the project financially.
2. The Goethe-Institut will be in charge for the project coordination, organization and communication for all phases of the project.
3. The Goethe-Institut is responsible for the booking of flights and hotels in Indonesia for Nicolas Fink as well as the joining conductors from the different parts of Indonesia.

**Goethe-Institut**

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4. The Goethe-Institut is responsible for the accounting and administration of the project budget in agreement with the project partner.

#### **§4 Obligations of Universitas Negeri Malang**

1. Universitas Negeri Malang provides the choir in the periods listed in the time-table to be confirmed.
2. Universitas Negeri Malang provides a rehearsal room and a tuned Grandpiano, organ or electric piano and a high chair for the trainer as discussed during the project.
3. Universitas Negeri Malang supports the project by providing the main-hall for the final concert listed in the table attached.
4. Together with the Goethe-Institut, Universitas Negeri Malang is responsible for the organisation of the final concert in the main hall.
5. Universitas Negeri Malang provides the local transport for Nicholas Fink and the team from Goethe-Institut during the choir workshop.
6. Universitas Negeri Malang provides the food and drinks for the choir and participants of the master class during the choir workshop.

#### **§5 Budget control**

1. The Goethe-Institut is responsible for the budget control. All bookings are made by Goethe-Institut. If the partner needs to make any purchases or direct bookings within the framework of the project, they can only do so with authorization of the Goethe-Institut.

#### **§6 Copyright and right of publication**

1. Details will be regulated after commissioning.
2. The project partners obtain the copyright and right of publication for all events that go beyond contractual obligations, such as radio and TV broadcasts.

#### **§7 Warranty and liabilities**

1. The cooperation partners will fulfill the tasks they have assumed within the framework of this cooperation properly and to the best of their knowledge.
2. The cooperation partners exempt each other, their authorized representatives, managers, employees, affiliated companies and sub-contractors from all claims, liability claims, damages, lawsuits or any other actionable claims (including adequate lawyers' fees) arising from an infringement on the warranties of obligations as stated in this agreement.
3. The cooperation partners are liable to one another for compensation for loss suffered – irrespective of their legal grounds – only in case of deliberate intention or gross negligence. In

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case of simple negligence, they are liable to one another for damages arising from injury to life, body or health as well as damages due to the culpable breach of an essential obligation arising from this agreement.

4. Shall the fulfilment of the contract become impossible due to acts of nature; both parties lose their claim to consideration. This specifically includes a changed safety situation or natural disasters in the country where the project will be implemented.

#### **§8 Communication/PR**

The partners will work together in the field of communication and PR to introduce the project to the media and the target audience. Specifically, this includes the following:

1. The partners will coordinate the communication and PR work. Should there be any joint press releases; representatives of both partners will have the possibility to provide statements.
2. All print and online media of the cooperation partners that communicate the project must mention the project name. The project will always be presented with the logos of all participating project partners.

#### **§9 Duration of contract/termination**

1. The cooperation agreement comes into effect when both parties have signed and will last through out the implementation of the project.
2. Each party is entitled to terminate the contract without further notice for an important reason. A termination of the contract requires a written document. A reason for termination of the contract is given when one party violates the contractual obligation despite previous warning.
3. The right to termination without notice for good cause according to § 314 BGB remains unaffected by this.

#### **§10 Confidentiality**

Within the framework of this cooperation, all confidential information and company secrets shall be held in strict confidence by all parties. This specifically applies to the aforementioned numbers. This obligation goes beyond the termination of the contract.

#### **§11 Closing provisions**

1. The relationship between the parties shall be fully settled by this agreement. Changes and amendments shall be made in writing to be effective. This also applies to suspension of the written form requirement.
2. Should any of the provisions of this agreement be ineffective or invalid, this will not affect the validity of this agreement as a whole. Rather the ineffective provision is to be replaced by a legal one whose content and economic impact is equivalent to the ineffective provision.

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3. This agreement is subject to Indonesian law. Domestic place of general jurisdiction for any potential conflicts resulting from this agreement is Malang.
4. Any attachment will be an integral part of this agreement.

Jakarta, 08.11.2017

A handwritten signature in blue ink, appearing to read 'H. Blömeke', written over a horizontal line.

Dr. Heinrich Blömeke  
Representing  
Goethe-Institut Indonesien

Malang, 08.11.2017

A handwritten signature in blue ink, appearing to read 'Rofi'uddin', written over a horizontal line.

Professor Dr. AH. Rofi'uddin  
Representing  
Universitas Negeri Malang

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