

**COOPERATION AGREEMENT
BETWEEN
TRACE 21 FOUNDATION + FOUNDATION VISISONOR
AND
INSTITUT SENI INDONESIA YOGYAKARTA FACULTY OF PERFORMING ARTS
ON
WORKSHOP, OPEN REHEARSAL, AND MUSIC CONCERT
Ref. Number: 1366/IT4.1/KS/2023**

Today, March 9th, 2023, the COOPERATION AGREEMENT (MoA), starting now referred to as "Agreement" has been made and entered into effect by and between:

Trace 21 Foundation (Ringdijk 55A, 1097 AH – Amsterdam - Netherlands) and **Foundation VisiSonor** (PO Box 22021, Almere Stad, Flevoland, Netherlands), herein represented by **Frans C. deRuiter**, as chairman of both foundation, therefore he has a legitimate act for and on behalf of Trace 21 Foundation and Foundation VisiSonor, from now on referred to as "**FIRST PARTY**";

And

Faculty Of Performing Arts, being part of **Institut Seni Indonesia Yogyakarta**, a state university located at **Jalan Parangtritis Km. 6,5 Sewon, Bantul, Yogyakarta, Indonesia**, herein represented by **Dr. Dra. Suryati, M.Hum.**, as a **Dean of the Faculty of Performing Arts**. Therefore he has a legitimate act for and on behalf of the **Institut Seni Indonesia Yogyakarta**, from now on referred to as "**SECOND PARTY**."

In this Agreement, **FIRST PARTY** and **SECOND PARTY** are referred to as **PARTY** or collectively as **PARTIES**. According to the Memorandum of Agreement **Number: 1366/IT4.1/KS/2023** both **PARTIES**, as a result, agree to establish cooperation in academic activities, stadium general, workshop, open rehearsal and music concerts with international perspectives.

On those bases, both **PARTIES** agree to make an Agreement in the framework of education, with the following provisions:

**Article 1
OBJECTIVE**

The **PARTIES**, subject to the terms of this agreement and the laws, rules, regulations, and applicable national policies, will endeavour to strengthen, promote and develop academic and educational exchange between the **PARTIES** based on equality and mutual benefit. Moreover, this

agreement shall be for the **PARTIES** to recognize the other party as a co-operator and to strive for the forward development of the **PARTIES**.

Article 2

SUBJECT OF THE AGREEMENT

Collaboration and mask performance 27 – 29 August 2023:

- a. Black Pencil, presenting a gamelan composition in collaboration with Kyai Fatahillah Ensemble on August 28, 2023.
 - 1) Clean Run and rehearsal will be held on August 28 2023 at 09.00-16.00 WIB.
 - 2) The series of performances will start at 19.30 WIB starting with the pre-event (Indonesia Raya national anthem, remarks, and opening performances from the Karawitan Department of ISI Yogyakarta).
- b. The parties require that the Mask performance will be held at the ISI Yogyakarta Concert Hall.
- c. The Parties are reluctant that the FIRST PARTY will hold a dress rehearsal and Mask – Masquerade Concert, followed by an academic discussion.

Article 3

ROLES AND RESPONSIBILITIES OF THE PARTIES

Trace 21 Foundation and Foundation VisiSonor (FIRST PARTY) will:

- a. Accepting and assisting all levels of students and researchers from ISI Yogyakarta, Faculty of Performing Arts, Karawitan Department, and other study programs in the surgical, open rehearsal, and concert programs;
- b. Waiver of Fees at all rehearsals, open rehearsals, and concerts;
- c. Ensuring that the surgical, open rehearsal, and concert programs must comply with all applications specified by the Trace 21 Foundation and the VisiSonor Foundation and ISI Yogyakarta;
- d. Review of works, open rehearsals, and concert programs for both PARTIES that meet the program requirements, namely in English;
- e. Prepare and provide copies of terminal reports to both Parties which include an overview of activities, outputs, and evaluation results;
- f. Continuing academic cooperation with Faculty of Performing Arts Institut Seni Indonesia Yogyakarta based on the results of other academic programs;
- g. All costs such as salaries, visas, return flight tickets, accommodation and insurance will be borne by the FIRST PARTY;
- h. Ensure that the process of reviewing works and practice concerts is carried out based on normative and legal documents;
- i. Providing educational services that meet the needs of the Karawitan Department, Faculty of Performing Arts, ISI Yogyakarta, and guaranteeing the quality of education that meets international educational standards and practices;
- j. Increase the normative and methodological support of educational processes and practical educational

programs;

- k. Continuous improvement of advanced services and teaching technologies in the process requirements of practical co-education programs;

Faculty of Performing Arts, Institut Seni Indonesia Yogyakarta (SECOND PARTY)
will:

- a. Faculty of Performing Arts, Institut Seni Indonesia Yogyakarta through the Karawitan Department is willing to work together in this program between Black Pencil and Kyai Fatahillah Ensemble;
- b. Assisting the First Party in providing buses/cars as a means of local transportation for musicians during the program period in Yogyakarta (from the station to the hotel, hotel to ISI Yogyakarta, the Ensemble musicians to the station and the airport.
- c. Faculty of Performing Arts, Institut Seni Indonesia Yogyakarta is willing to facilitate the program by providing a venue for the performance (Concert Hall). It is mean waiver of fees to use the Concert Hall on August 28, 2023.
- d. Faculty of Performing Arts, Institut Seni Indonesia Yogyakarta willing to provide gamelan and several percussion instruments needed by Black Pencil and Kyai Fatahillah Ensemble;
- e. Ensuring that work reviews, open rehearsals, and concert programs must comply with all applications determined by the First Party and the ISI Yogyakarta Faculty of Performing Arts;
- f. Open rehearsal work review, and concert program for both PARTIES that meet the program requirements, namely in English;
- g. Continuing academic and staging collaborations with the First Party based on the results of academic programs or other artistic processes;
- h. Ensure that all programs on August 28, 2023 are implemented based on normative and legal documents.

Article 4 **ADMISSION**

Trace 21 Foundation and Foundation VisiSonor (FIRST PARTY)

Admission to the stadium general, workshop, open rehearsal, and a concert program at the Institut Seni Indonesia Yogyakarta:

1. The admission procedure is coordinated with Trace 21 Foundation and Foundation VisiSonor and Institut Seni Indonesia Yogyakarta.
2. The cost of the stadium general, workshop, open rehearsal and concert are determined by mutual agreement and will be written in the Financial Agreement.

Institut Seni Indonesia Yogyakarta (SECOND PARTY)

1. The admission procedure is coordinated with Trace 21 Foundation and Foundation VisiSonor and Institut Seni Indonesia Yogyakarta.
2. The cost of stadium general, workshop, open rehearsal and concert are determined by mutual agreement and will be written in the Financial Agreement.

Article 5
WITHDRAWAL, EXCLUSION FROM THE PROGRAM,

Permanent exclusion from the educational program in the following cases:

1. Withdrawal from programs is a voluntary decision by PARTIES.
- a. Violation of academic discipline and internal regulations and ethics of the Trace 21 Foundation and Foundation VisiSonor and Institut Seni Indonesia Yogyakarta;
- b. In case of non-compliance with the terms of the contract between the Trace 21 Foundation and Foundation VisiSonor and Faculty of Performing Arts, Institut Seni Indonesia Yogyakarta, it has to be discussed by PARTIES;
2. In connection with the PARTIES' imprisonment by a court;
3. It is established that the court has violated the procedure of academic ethics.
4. Due to Death.

Article 6
RESPONSIBLE PERSONS FROM PARTIES

PARTIES have to select the responsible person for managing all the rules which are arising from the agreement.

Trace 21 Foundation and Foundation VisiSonor

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monet1871@gmail.com

Institut Seni Indonesia Yogyakarta

Faculty of Performing Arts Dra.

Dr. Dra. Suryati, M.Hum.

Dean Faculty of Performing Arts
Jl. Parangtritis No.KM.6, RW.5, Panggungharjo,
Kec. Sewon, Kabupaten Bantul,
Daerah Istimewa Yogyakarta 55188
Indonesia
Telepon : (+6274) 375380
Email : fsp@isi.ac.id

Article 7
FORCE MAJEURE

The parties should be deemed free of responsibility for non-execution or improper execution of the terms and conditions of the present AGREEMENT if such default was a consequence of insuperable forces (force majeure circumstances), which could not have been foreseen or prevented at the moment of AGREEMENT conclusion. For the present AGREEMENT, force majeure includes revolts, fires, floods, earthquakes, wars, embargoes, national and branch strikes, lock-outs, and state regulations, if the specified circumstances directly affected the execution of the obligations of this agreement.

Article 8
APPLICABLE LAW AND PROCEDURE FOR RESOLUTION OF DISPUTES

- a. All disputes and disagreements arising between the parties during the implementation or in connection with this Agreement will be resolved as peacefully as possible through negotiations.
- b. If disagreements and disputes arising between the Parties in connection with this Agreement cannot be resolved through negotiations, they are resolved in court by the International Court of Arbitration.

Article 9
ENTRY INTO EFFECT AND DURATION

This Agreement shall take effect on the date of its signing without prejudice to revisions or modifications of any of the contracting parties, provided that such revisions or modifications are consistent with the original purpose of the Agreement and shall remain in full force until the completion of the implementation of the program.

Article 10
NOTICES AND CORRESPONDENCIES

- (1) Any communication under this Agreement will be written in English and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of each **PARTY**.
- (2) All correspondence relating to the implementation of this Agreement is addressed to:

**Trace 21 Foundation and
Foundation VisiSonor**

Piet Hein Martien van de Poel
Sonologist, curator, and creative producer
Ringdijk 55A
1097 AH – Amsterdam
Netherlands
+31 653416581
phvdp@yahoo.com

Institut Seni Indonesia Yogyakarta

Dr. Dra. Suryati, M.Hum.
Dean Faculty of Performing Arts
Institut Seni Indonesia Yogyakarta
Jl. Parangtritis Km. 6,5
Sewon, Bantul
DI Yogyakarta 55188,
Indonesia
Tel: (+6274) 375380
E-mail: fsp@isi.ac.id

**Article 11
OTHER PROVISIONS**

Any matters not stipulated in this Agreement will be set in the separate cooperation agreement as an inseparable part of this Agreement.

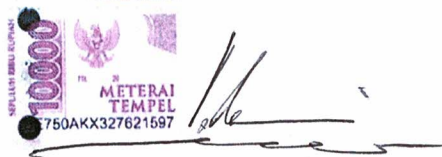
**Article 12
CLOSING**

This Agreement is written in English.

Herein this Agreement is made in 4 (four) original copies, each having equal validity, two copies for the FIRST PARTY and the other two for the SECOND PARTY.

FIRST PARTY

**Trace 21 Foundation and Foundation
VisiSonor**



A handwritten signature in black ink is written over a purple revenue stamp. The stamp is rectangular and contains the text '1000', 'Rp', 'METERAI', 'TEMPEL', and a serial number '750AKX327621597'.

Prof. Frans C. de Ruiter
Chairman of Trace 21 Foundation and
Foundation VisiSonor

SECOND PARTY

Institut Seni Indonesia Yogyakarta



A blue circular official stamp of Institut Seni Indonesia Yogyakarta is shown. It features a central emblem and text around the border. Overlaid on the stamp is a handwritten signature in black ink.

Dr. Dra. Suryati, M.Hum.
Dean Faculty of Performing Arts

**Trace 21 Foundation and
FoundationVisiSonor**

Piet Hein Martien van de Poel
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FIRST PARTY
Trace 21 Foundation and Foundation
VisiSonor



Prof. Frans C. de Ruiter
Chairman of Trace 21 Foundation and
Foundation VisiSonor

SECOND PARTY
Institut Seni Indonesia Yogyakarta



Dr. Dra. Suryati, M.Hum.
Dean Faculty of Performing Arts