

Negotiating Reciprocity: Contracts as Institutional Work in Europe's Independent Performing Arts

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Abstract: Europe's Independent Performing Arts (IPA) field thrives on transnational collaborations between project-based artistic companies and presenters, yet faces systemic precarity. While Fabian Eder's (2023) large scale quantitative study revealed pan-European isomorphism stabilizing IPA structures, it also highlighted imbalances destabilizing the field. This thesis shifts focus to the micro-level, asking: What form of reciprocity logic is pre-dominantly encoded in written contracts between IPA companies and presenters? (RQ1) and Do these contracts exhibit transnational convergence linked to isomorphic pressures? (RQ2).

Through qualitative content analysis of 13 guest performance contracts (2022–2025) from 10 European countries, this study reconceptualizes contracts as dynamic sites of institutional work (Lawrence et al., 2006, 2009). This practice-theoretical lens deciphers how competing logics—transactional (economic equivalence) versus relational (sociocultural embeddedness)—are encoded in clauses and form the processes and practices between parties. A novel Reciprocity Ratio Score (RRS) quantifies the dominance of each logic per contract.

Findings reveal institutional duality: Contracts predominantly enforce transactional practices—rigid liability terms, unilateral penalties, and EU compliance clauses—driven by coercive isomorphism (e.g., tax/employment regulations). However, relational outliers emerge: 30% of cases standardize ethical guidelines (e.g., anti-harassment protocols), shared insurance, or proportional cancellation liabilities. These outliers represent intentional efforts to disrupt exploitative norms and sustain mutual trust through sociocultural reciprocity.

Transnational convergence is evident in administrative/technical clauses, reflecting mimetic adoption of "best practices." Yet divergence persists: Swiss, and Scandinavian presenters lead in relational innovation (e.g., Hamburg's graduated cancellation fees; Zurich's co-insurance), while the German, French, and Dutch contracts stress compliance. Critically, presenters exercise agency: as first-movers drafting contracts, they balance the ambiguity of reciprocity and negotiate isomorphic pressures, balancing top-down regulations with bottom-up relational repair.

The study concludes that contracts are both products and acts of resistance within the IPA's field. While Eder advocates structural governance, this research reclaims stakeholder agency in shaping sustainable reciprocity. Practically, it urges presenters to adopt hybrid contracting and policymakers to incentivize socioethical standards. The RRS framework offers a tool for self-assessment and sectoral reform, but also for further scientific application in research on reciprocity in network structures.¹

¹ This abstract was generated with GenAI (DeepSeek-R1, 2024), minor adoptions were made by the author.

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1. INTRODUCTION

The Independent Performing Arts [IPA], highlighted for their artistic autonomy, collaborative work modes, and innovative potential, are defined as an emerging pan-European field characterized by vivid transnational network exchanges, which reflect structural convergences across Europe. At the same time, the vitality of the field is at risk. Especially freelance artists and small-scale companies face precarious working conditions and are threatened in their making by insufficient long-term structural or income stability (Eder, 2023). While scholarly research tends to focus on macro-level phenomena like industry structures, market dynamics, or regulatory frameworks in the search for origins or improvement of undesired structural conditions, this study suggests a directional turn, observing how the micro-level interactions in the field reinforce or counteract unsustainable structural conditions.

Independent from any commissioner IPA artists [companies] gather the necessary resources and teams to realize their artistic vision on their own terms. Yet, these productions are typically co-produced by one or more presenting partners [presenters], who promote and showcase the production to the public. Researchers suggest that IPA companies have structurally internalized their flexibility and autonomy in their organization and collaboration, by forming less hierarchical, reciprocal network partnerships with presenters. But reciprocity, a state where collaborators are mutually dependent on each other's resources, is defined as an ambiguous concept in network theory: with parties either striving for transactional equity in a one-off deal or more concerned with the sustainability of the mutually obligational relationship (Powell, 1990), this study sets out to examine which form of reciprocity is most evident in the company-presenter collaboration.

Written contracts typically employed to govern the conditions and processes in network collaborations, and which were chosen as the unit of analysis for this research, are dynamic, empirically fertile, yet under-researched sites of power dynamics and collaborative norms. With the sustainability of reciprocity hinging on mutual trust and knowledge, merely transactional, economically driven, or exploitive conditions will necessarily compromise the reciprocity of partners and erode the very qualities and capital the field has been fighting and acknowledged for.

While Eder (2023) flags macro-level pan-European isomorphism, and transnational convergences in the IPA field, Powell (1990) highlights the ambiguity of reciprocity in such network structures. Yet, the micro-level implications of such theoretical conceptualizations remain

underexplored in empirical research so far, which incentivized the scientific objective for this study and the following two research questions:

RQ1: What form of reciprocity logic is pre-dominantly encoded in written contracts between IPA companies and presenters?

RQ2: Do the company-presenter contracts in the IPA and the collaborative practices they encode, exhibit transnational convergence and can this be related to isomorphic pressures?

Grounded in a dedicated interest in the IPA, and in several years of experience as production manager in the field, this research is driven by the researcher's ambition to strengthen the scientific and political visibility of the field and potentially contribute to the improvement of its socio-economic conditions. The author urges for a paradigm shift in the theoretical conceptualization of contracts in the CCS, not as passive economically driven, legal tools, but rather as dynamic sites of 'institutional work' (Lawrence & Suddaby, 2006), where collaborators actively negotiate competing organizational logics (transactional economics vs. sociocultural embeddedness) and institutional forces. The study thus not only empirically tests Powell's (1990) ambiguity assumption by exploring which form of reciprocity dominates the company-presenter collaboration but also extends Eder's (2023) macro-level findings into micro-level observation, to reveal how transnational isomorphism operates in practice, exposing tensions between structuration pressures and institutional agency in the IPA field.

For this, a dataset consisting of 13 guest performance contracts, issued by presenters from 10 different European countries between 2022-2025 was constructed. A qualitative content analysis was conducted to examine and cross-compare the contract cases, their terms and conditions, and the practices they enforce. The content was coded on a sentence level for reciprocity logics expressed in 'institutional work' indicators (Lawrence et al., 2006, 2009), phrasings purposefully creating, maintaining or disrupting taken-for-granted collaborative standards in the company-presenter agreements. Moreover, a 'Reciprocity Ratio Score' [RRS] was developed to quantify economic vs. sociocultural dominance per contract and better assess transnational reciprocity tendencies.

To further reason for the analytical focus of this research, the following section will first introduce the IPA as the field conflicted by ambiguous reciprocity logics and argue for the reconceptualization of contracts in the CCS. The embeddedness of this research in institutional and practice theoretical theory, shall further reason for the deductively derived analytical framework

developed in the course of this study. Moreover, the methodology section details the analytical procedure employed to conduct the comparative content analysis. The sampling process and distribution, the operationalization of the key concepts ‘reciprocity’ and ‘isomorphism,’ and the coding process are laid out, while also the limitations of the research design and framework are critically discussed. In the results section, the micro-level findings of convergences and divergences in the conditions and practices observed in the company-presenter contracts are summarized and after, supported by the RRS synthesized with macro-level findings observing the institutional forces at play in the agreements. To conclude this study the final section will recap the results with respect to the research questions, and highlight the theoretical and practical implications. Next to that potentials for further applications of the analytical procedure and framework are highlighted, as well as pathways for future scientific research on the IPA field or institutional forces in reciprocal network structures more generally.

2. THEORETICAL BACKGROUND

2.1 Independent Performing Arts - Autonomy, Networks & Structural Tensions

The Independent Performing arts [IPA], a subfield of the broader performing arts and theater sector, internationally emerged from grassroots movements around the 1960s (Büscher, 1987; Bottoms, 2004, Cseh-Varga & Czirak, 2018). Early scholarly research on the field, especially from German theater studies, has described the IPA field in opposition to traditional institutions - the “permanent stages” (Brauneck, 2016, p. 13) - city or national theaters publicly governed or owned. These institutions, typically facilitate massive technical infrastructures and employ excessive personnel, organized in highly hierarchical department structures. In contrast to this so-called “theater apparatus” (Balme, 2021, p. 36), which was criticized for its inflexible organizational structures and for producing highly normative and standardized content, the IPA artists established a rather nomadic, project-based, and strongly collaborative production mode.

Independent from any steady engagement or commission, IPA artists typically establish their own legal entities [companies], often in the form of NPOs, and acquire the necessary resources and teams to produce their artistic projects on their own terms, while engaging in more or less loose collaborations or co-productions with (independent) performing arts presenters [presenters] to showcase and distribute their artistic productions. Other than the public, fully subsidized theater institutions, IPA presenters, similar to their artistic collaborators, often strongly depend on project-based funds to facilitate their programs. With fewer structural resources available than their institutional counterparts, presenters hence employ comparably smaller teams, and while they also tend to organize tasks in departmental structures, splitting curation, administration, or technical responsibilities, internal collaborations are typically organized less hierarchically. Next to that IPA presenters do not employ their own artistic ensemble and thus depend on collaborations or co-productions with the IPA companies to realize their programs.

IPA companies are highlighted for their autonomy, flexibility, and innovative potential (Eder, 2023, p. 61). This potential is not only reflected in their creative output and experiential aesthetics but also in how they have pro-actively transformed the structural arrangements and work modes in the field. This shows in the companies’ internal and external collaborations, where they realize their

productions in less hierarchical and more dynamic network structures. Scholarly literature hence suggests, that particularly by internalizing their autonomy in their operational structures and by positioning themselves as independent entities, IPA companies have gained the structural power that enabled the formation of reciprocal network structures in the field - with presenter and company mutually reliant on each other's resources (Eder, 2023).

Nowadays, the IPA field is internationally recognized as a steady second strain in the wider, foremost urban theater sectors (Brauneck, 2016; Fülle, 2016), and even institutional theaters are showcasing the former "off" productions in their programs, and increasingly engage in co-productions with the IPA companies. While much scholarly attention has so far been dedicated to the exploration of the IPA's local or national dimensions, their aesthetic traditions, and cultural-political regulations, a pivotal shift emerges in Fabian Eder's 2023 quantitative study. Drawing on DiMaggio and Powell's (1983) institutional theory, Eder highlights the IPA as a pan-European "organizational field with similar structural characteristics, a high degree of institutional definition and homogeneity" (Eder, 2023, p. 64). Even though local stakeholders "are subject to their own national path-dependent structures and funding systems and thus to endogenous influences that may differ from country to country", vivid international exchange structures in the IPA field foster transnational "isomorphic convergence processes" (p. 9).

Isomorphism is defined by DiMaggio and Powell (1983) as a continuous process of adoption and alignment in a particular field, institutionalizing structures and behaviors of its agents. In this view, and in contrast to neo-classical economic theory, such homogenization is not solely driven by market dynamics, industry structures, or efficiency-maximizing rationales, but is rather strongly related to individuals' and organizations' striving for socio-political legitimacy within the field they are embedded in. The authors hereby differentiate three types of isomorphic mechanisms, sometimes overlapping or reinforcing each other: While external pressures, such as legal regulations or cultural expectations drive *coercive* isomorphism, *normative* isomorphism is related to educational standards and shared networks supporting the professionalization within a field, while the imitation of other organizations' "best practices," often detected in early stages of field formations, is described as *mimetic* isomorphism (pp. 150). While such isomorphic convergence processes are typically assumed to stabilize structures and conditions within a field, Eder simultaneously emphasizes the persisting

precarious conditions. The lack of cultural-political recognition, insufficient (transnational) funding schemes, and foremost inadequate long-term social security or income destabilize the IPA field and threaten its long-term viability.

Cultural economic studies commonly tend to examine macro-level phenomena, such as cultural policy regulations and industry dynamics as catalysts of such conditions, or in search of measures for their improvement. In contrast, representatives of the EIPA, interviewed in the course of Eder's research, directed the attention rather towards potential disproportions in the company-presenter collaboration. Apart from the structural challenges mentioned above, they specifically highlight the lack of "long-term employment opportunities, production, and administrative staff, social protection" (p. 62) for companies, and criticize that the full "artistic, financial, and administrative responsibility and risk usually rest with individual artists and not with the organizations" (p.64). These statements suggest significant structural imbalances between the collaborators, with the self-employed artistic agents often holding a disproportional share of legal and administrative responsibilities in the collaboration with presenting partners. Such observations cast doubt on the reciprocity in company-presenter networks. This doubt together with Eder's findings of isomorphic convergence of IPA structures across Europe, serves as the point of departure for this research.

In his seminal study, Eder observes a progressing pan-European institutionalization in the IPA from a macro-level perspective, the convergences and divergences in micro-level collaborative practices between companies and presenters in the field remain underexplored. He explicitly acknowledges that gap, noting that "more detailed analysis of the working methods and interactions between the various professional groups [...] is strongly recommended for future research" (Eder, 2023, p. 79). This notion motivated the following research question: *Do the company-presenter contracts in the IPA and the collaborative practices they encode, exhibit transnational convergence and can this be related to isomorphic pressures? (RQ2)* By conducting a comparative analysis of guest performance contracts from different European countries this question examines whether observed convergences in the collaborative practices defined in these documents can be linked to coercive, mimetic, or normative mechanisms.

Yet, while isomorphic mechanisms can explain macro-level convergences, they might not fully account for patterns that arise in the collaborative practice, or how power and agency operate in the

companies-presenters collaborations within the IPA field. This shifts the analytical focus to the micro-level practices between the seemingly reciprocal network partners. To further develop this lens, the following sections highlight Powell's definition of reciprocity—an ambiguously defined theoretical concept in network theory—and suggest a reconceptualization of contracts as 'institutional work' rooted in institutional and practice theory (Lawrence & Suddaby, 2006, Lawrence et al., 2009). This shift in perspective reclaims the collaborators' agency in creating, maintaining, and disrupting the dominant practices within the IPA field, and thus their potential to negotiate taken-for-granted conditions. While these elaborations provide the theoretical backbone for the analysis, they also strengthen the argument for the broader research objective.

2.2 Reciprocity in Network Collaborations - Transaction Economics or Sociocultural Obligation

In his foundational article "*Neither Market nor Hierarchy*" Walter Powell (1990) defines networks as distinct organizational forms, often established where parties depend on each other's resources, while there are mutual gains from pooling (p. 303). Unlike hierarchies or markets, transactions in networks do not depend on executive order or market dynamics but rather occur between "individuals engaged in reciprocal, preferential, mutually supportive actions" (p. 303). These "open structures" (Castells, 2009, p. 501), foster flexible and innovative environments, and relationships of collaborators strongly build on mutual trust and shared knowledge gained from previous exchanges, which makes them an ideal structural arrangement where quality and liquidity of information is essential, as in the exchange of cultural, creative goods. Castells even frames network cultures as the 'new' societal logic of organization and, in this context, stresses their potential for dramatic reorganization of power relationships (Castells, 2002, p. 502).

However, Powell (1990) also highlights the ambiguous characteristics of 'reciprocity' in network structures. While from an economic perspective, reciprocity can be achieved in one-off, 'fair' deals where parties mutually agree to give and receive something of equal value in an immediate transaction, sociologists and anthropologists are more concerned with the indebtedness of collaborators and define reciprocity as a rather long-term and ongoing obligational commitment. While the economic

logic strives for equivalence of gains and losses, and assumes agents as entirely self-interested, hence vulnerable to game theoretical treatments of reciprocity, the sociological definition, emphasizes the underlying socio-cultural logic of ongoing obligational commitments and the “normative standards that sustain exchange” between reciprocal partners in the long run. The basic distinction is hence reflected in the sustainability of the transactional relation: while from an economic logic immediate equivalence is the ultimate goal, such immediate equivalence rationale undermines and devalues reciprocity in the sociocultural logic (pp. 304).

This ambiguity of reciprocity drives the empirical focus of this study: *What form of reciprocity logic is pre-dominantly encoded in written contracts between IPA companies and presenters? (RQ1)* While contracts are commonly viewed as neutral economic, or legal instruments reducing uncertainties in market transactions (see section 2.3)—and could hence be considered as ill-suited to reflect non-economic logics or values—the following discussion proposes an understanding of written contracts rather as purposeful institutional practices (Lawrence et al., 2006, 2009). By analyzing the contractual terms, the practices, and dynamics they encode, it will be examined whether the agreements strive more for transactional equivalence (economic reciprocity logic) or if they reflect mutual embeddedness and ongoing obligational commitments of parties beyond the immediate transaction (sociocultural reciprocity logic).

This question is not merely theoretical. If contractors in the IPA predominately institutionalize economic reciprocity logics, this promotes short-term commitments and self-interested behavior. Given the precarious structural conditions identified by Eder (2022, 2023), this could incentivize presenters—as first-movers setting the standards and basic conditions for the collaboration—to exploit their structural advantages and bargaining power in a way, that not only devalues reciprocity but also reproduces the very challenging conditions threatening the vitality of the field. Conversely, only if contracts internalize a more sociocultural reciprocity logic, acknowledging structural imbalance and striving to mitigate them in the long run, they can be expected to foster more sustainable, socio-culturally embedded collaborations, and safeguard the mutual trust and autonomy of agents foundational in the IPA field.

2.3 Contracts as Institutional Work - Negotiating Organizational Logics

By framing written contracts as proactive institutional work the agency of individuals and organizations constructing the relational norms and standards within the IPA networks is foregrounded. This questions the passive neutrality of contracts and reconceptualizes them as empirical sites where the ambiguity of reciprocity is both contested and negotiated. However, reasoning for this shift of perspective will first require outlining the currently seminal scholarly perspective on contracts in cultural and creative sectors. With his text *“Creative Industries Contracts Between Art and Commerce,”* Richard Caves (2000) offers the most influential cultural economic analysis on contracting practices and artist-intermediary² dynamics in the cultural and creative sectors³ [CCS]. He suggests an understanding of contracts—strictly established and issued by the intermediary, in all examples given in his text—as market-driven, reciprocity tools formed in response to industry structures and transaction costs economics. Contracts bridge ‘humdrum’ and ‘creative inputs:’ the commercial interests of the intermediary—following an economic logic—and the artistic interests following an “art for art’s sake”-logic—more intrinsically than economically motivated (p. 73).

By delineating workflows and responsibilities contracts in the CCS strive to reduce uncertainty between the collaborating parties. At the same time creative processes and the public reception of ‘experience goods’ in its essence are diffuse and uncertain —“nobody knows” for sure about the outcome. Caves follows, that contracts in the CCS “fiercely resist governance by anything approaching a complete contract” (p. 73). While the conditions laid out can hence vary substantially, with differing priorities and decisions made by the contractors on what to include, Caves claims that CCS contracts share the “best-feasible” property - not aiming for the most complete or ideal but the most workable or pragmatic solution (p. 74).

While Caves, economic perspective offers insights into the macro-dynamics, the specific industry structures or market pressures determining contracts in the CCS, he fails to grasp their sociocultural embeddedness. Mark Suchman (2003) challenges the perception of contracts as passive or neutral instruments and rather defines them as “social artifacts,” products of and contributors to broader

² While Caves refers to “gatekeepers” when talking about commercial distributors or presenters in the CI, “intermediaries” seems better suited in the IPA context, with presenters commonly organized in NPOs rather than in profit-maximizing businesses.

³ While Caves refers to the “Cultural Industries,” the author adopts the more inclusive CCS term, better suited in the IPA context, rather counteracting the industrialization forces of the broader theater sector.

institutional and sociocultural environments. In his article "*The Contract as Social Artifact*" he explores the symbolic, communicative, and organizational functions of contracts as "things," signaling legitimacy and resembling norms, routines, or assumptions common in the specific organizational fields they apply to (p. 92).

In this line of thought, contracts can be considered "institutional work" as defined by Thomas Lawrence and Roy Suddaby (2006) – "purposive practices of individuals and organizations aimed at creating, maintaining or disrupting institutions" (p. 215). The authors argue for a shift in directionality in empirical and theoretical studies of institutions by adopting a practice theoretical lens. Instead of emphasizing pressures and constraints imposed on organizational structures and behaviors by institutions, the authors highlight the influence of organizational agency and intentionality in constituting institutions (p. 220). Written contracts as institutional artifacts participate in this process by encoding, or renegotiating field-level logics (e.g. economic or sociocultural) and power structures. Moreover, their written content is not solely symbolic but actively creates, maintains, or disrupts taken-for-granted collaborative practices in the field, by delineating responsibilities and workflows, and by enforcing adherence through deadlines, penalties, or other consequences in case of non-compliance.

Stressing the embeddedness and performativity of contracts as institutional work, links back to the accountability of the IPA presenters - as first-movers internalizing the structural power and resources to perform 'institutional work' (Battilana & D'Aunno, 2009). Which institutions do they create, maintain, or disrupt and which organizational logic do the practices they enforce follow? While cultural and creative organizations have been highlighted in organization or management theory for their flexibility and their ability to form more adaptive practices and structures, better able to foster creativity and innovation than hierarchical firms, while balancing the ambiguity of economic and artistic logics (Eikhof & Haunschild, 2007; Lampel et al., 2000), other scholars point out the "paradox of embedded agency" in institutional settings (Battilana & D'Aunno, 2009). If the range of practices within a field is determined by more or less conscious norms and standards, it seems questionable, how agents develop a degree of agency capable of changing these very institutions (p. 37).

With the scientific focus in institutional theory drifting away from a sole structuralist view and increasingly integrating micro-level practices in their observations, empirical research of institutional entrepreneurship and institutional change processes has detected specific enabling conditions for

agency in organizational fields. On field-level “the degree of heterogeneity and incomplete institutionalization of practices, values or norms” (p. 39), but also external shocks or crises can give rise to activities that diverge from existing standards. On an organizational level the position within a field can be decisive for the degree of agency, with organizations on the margins or at the intersection of fields more likely to initiate institutional change processes (p. 41). All of those, conditions exhibited in the IPA field. But where or how do IPA actors perform their agency, and where is this limited by structural institutional forces?

2.4 Contracts in the IPA - Sites of Reciprocity, Structural Pressures & Agency

While Caves’ (2000, 2003) seminal economic account of contracts in the CCS remains influential, (best feasible/ incomplete) his view is predominately grounded in transactional logic: contracts are seen as tools to manage uncertainty, and bridge artistic and commercial interests. Although this perspective captures the structural and economic drivers for contracting conditions in the CCS, contracts remain a passive, unilateral tool—primarily shaped by the intermediaries' interests (bargaining power/ first movers). However, in reciprocal networks as the IPA field collaborations are not merely transactional but rather rely heavily on mutual trust, fostered through reoccurring exchanges. In such context contracts are more than neutral instruments, they become socially constructed artifacts in which the ambiguity of reciprocity—economic equivalence versus sociocultural obligation—is encoded and enacted. Moreover, by adopting a practice-theoretical lens their content can be observed as institutional work (Lawrence & Suddaby, 2006): as purposeful actions by actors seeking to create, maintain, or disrupt institutional norms, resembling broader field-specific logics or power dynamics.

These theoretical considerations informed the analytical framework for this research and set the scope of its contribution: to examine not only whether IPA contracts and the practices they enact exhibit transnational isomorphic patterns, but also how they institutionalize—or challenge—reciprocal logics under structural asymmetries. This shifted perspective on contracts and institutions does not remain solely theoretical, in practice it reclaims the agency of contractors over the conditions they form and, on the long run over the vitality of the emerging pan-European field. If pan-European structural

similarities exist in the IPA field, are such convergences also found in the way contracts negotiate economic and sociocultural logics of reciprocity? Are contract schemes across different countries coercively aligned with regulative or cultural pressures, mimetically copied from peers, or normatively shaped by shared professional networks or standards? And are there relational divergences that challenge dominant or exploitive work modes? Contracts, thus, are not just a side phenomenon in the IPA's collaborative practice, but central to understanding how field-specific standards and organizational logics are sustained or contested.

Before presenting the empirical findings, the following section reasons for the research design and lays out the methodological approach of this research. It reflects the author's position as an ethnographically embedded researcher, and details the process of sampling and data collection. Further, the section describes how the analytical framework was developed and gives insight into the coding procedure. Particular focus is on how the key theoretical concepts introduced above—reciprocity, institutional work, field logics, and isomorphism—were operationalized and how this deductively informed the analytical framework.

3. METHODOLOGY

Through a comparative content analysis, best suited to gain interpretative in-depth understanding of written documents (Schreier, 2012), guest performance contracts from 10 different European countries, issued in the years 2022-25 (see 4.2 Sampling & Data), were empirically observed to explore the transnational similarities and differences in the collaborative practices encoded in these written agreements between artistic companies [companies] and presenting venues [presenters] in the Independent Performing Arts [IPA]. The goal is to uncover and compare underlying patterns relating to ‘reciprocity’ and ‘isomorphism’ in these documents and find answers to the following research questions:

RQ1: What form of reciprocity logic is pre-dominantly encoded in written contracts between IPA companies and presenters?

RQ2: Do the company-presenter contracts in the IPA and the collaborative practices they encode, exhibit transnational convergence and can this be related to isomorphic pressures?

Since the IPA field, considered the population under study, in its pan-European scope and due to its heterogeneous and fluid nature, so far resists a precise or concise scientific definition, this complicates not only the definition of a population but also drawing a representative sample of contracts (Eder, 2022). The dataset established and observed in the course of this study hence resembles a curated approximation of the field. Thus, its findings neither claim to be fully representative, nor exhaustive, but rather aim to uncover indicative underlying patterns and develop theoretical and practical propositions, which invite for further empirical research on the impact of agency on operational institutions in the IPA, or other network structures.

Written contracts were chosen as the unit of analysis, over interviews or field observations, since they reveal how previous informal negotiations between performing art presenters and the artistic companies are ultimately formalized in written agreements. How responsibilities and processes are defined and distributed, and which collaborative processes and practices the contract schemes enforce allows for interpretative statements about the predominant organizational logic forming the collaborative practices in the field. Moreover, the comparison of contract terms across cases uncovers potential transnational patterns and their degree of institutionalization within the field. With the IPA classified as a pan-European field in a state of emergence (Eder, 2023), and the aim of this research to

further contribute to the ongoing empirical exploration of the most current development in the field, the observation focuses on the post-COVID period 2022-25.

3.1 Ethnographic Embeddedness

Next to the theoretical and field-specific relevance to deepen the empirical understanding of the relational practices in company-presenter collaborations within the IPA-especially in the attested state of emerging pan-European structuration, where institutional standards and norms are still under construction and in the making-this research is also deeply rooted in the researcher's eight years of experience as a production manager in the field. While this study does not employ a mixed-methods approach, it is important to acknowledge its ethnographic embeddedness. Not only is the dataset constructed for this qualitative analysis, consisting of contracts they negotiated in previous collaborations, but also their tacit, sometimes sub-conscious, knowledge has informed the reading of the documents, and thus had influence on the interpretative meaning-making of their content.

3.2 Sampling & Data

Sample Scope & Representativeness

The empirical observations have been derived from a constructed dataset of guest performance contracts negotiated by the researcher for two different independent artistic companies. The sample includes agreements with 13 presenters based in 10 different European countries, which have been issued between 2022 and 2024. By exclusively including guest performance contracts in the comparison, excluding other forms of company-presenter collaborations such as co-production or residency agreements, the internal validity of findings was ensured.

While not fully representative of the pan-European scope, the geographical spread of the sample does offer insights into broader regional tendencies in similarities and differences found in contracting schemes across different European countries and regions (see Figure 1 - Geographic Spread of Cases). Moreover, the different types of presenters included in the comparison reflect the diversity of potential partners engaging with IPA companies: from small-scale venues or (showcase) festivals and co-production houses to public theater institutions, the sample encompasses a wide range of potential

network partners, which enhances the external validity of findings (see section 3.4 – Limitations, Reliability & Validity).

Both companies represented share a queer-feminist artistic profile, best categorized as dance or performance art. One is a queer-feminist solo performer from Switzerland (Company A), the other is a trio based in Germany, including a performer with a disability (Company B). Company A toured two different productions in 2022 before the collaboration with the researcher ended. Company B was presented with one production throughout the years 2022–2024, with a decrease in collaborations contracted in the course of 2023/24 and due to the researcher’s shift into academia. Four contracts, two per company, were issued in 2022, all remaining cases in the years 2023-24 resemble guest performance agreements with Company B. In some cases, due to shifts in the direction or administration, presenters preferred to provide updated contracting schemes for this research instead of the originally negotiated version. Such cases (3 in total) are dated 2025 and flagged as ‘O-cases’ in the dataset (see Figure 2 - Distribution of Cases 2022-25).

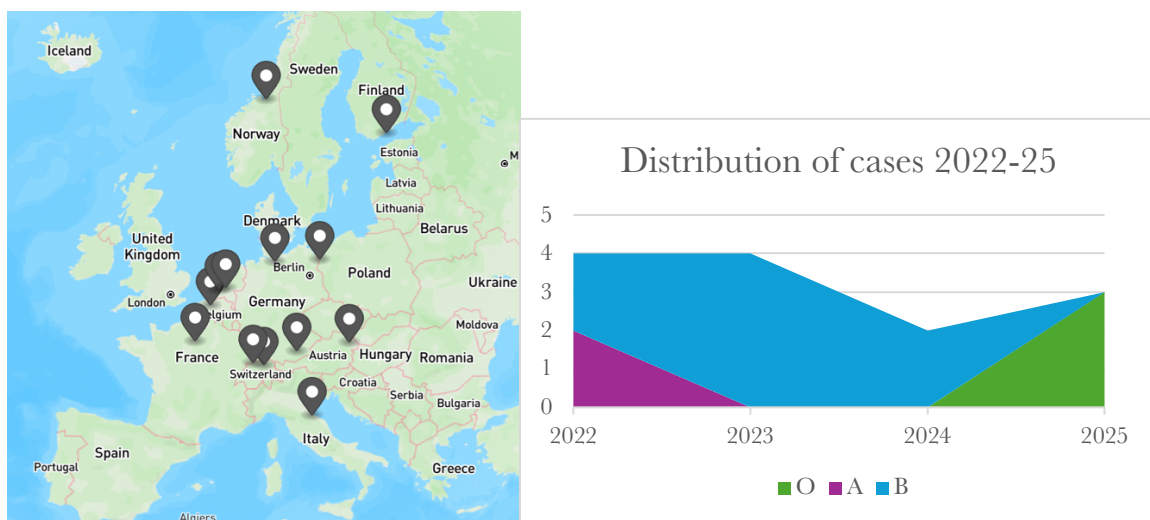


Figure 1 - Geographic Spread of Cases

Figure 2 – Distribution of Cases 2022-25

As also acknowledged in Eder’s studies of the field (2022, 2023) no statistically representative population or sample can be applied in the observation of the IPA. To date, no conceptually coherent scientific definition of the field is available, especially not in its emerging transnational form and post-COVID. Thus, the findings developed throughout this study are not exhaustive but indicative, which allows for statements about tendencies or the degree of convergence in contracting schemes across different European countries in the IPA field. The comparative analysis aims to identify shared

standards or divergences in how processes and responsibilities are encoded between contractors in guest performance agreements, and how their conditions may link to broader field-level dynamics such as isomorphic pressures or logics of reciprocity. Building on Eder's quantitative pan-European assessment of the field (2023), this qualitative research approach strives to contribute to the ongoing empirical mapping and scientific understanding of the IPA field's transnational network structures and exchanges.

Sample Bias & Limitations

With the dataset reflecting the contracting history of only two, relatively small-scale, queer-feminist companies, this might result in a bias in the origin or artistic focus of presenters. The programming interests of these partners might be related to regional aesthetic or policy trends. Also, presenters actively choosing to showcase works that create visibility for socio-political issues or underrepresented communities, potentially internalize a higher degree of awareness for structural power imbalances or unsustainable working conditions, and might thus be more engaged with such topics intersectionally - not only in the artistic content but also in their internal organizational policies and processes. Geographically, the geographic distribution of cases is slightly skewed towards the central European regions, while the far South/Eastern and Western areas, remain rather underrepresented.

Despite these constraints, the structural heterogeneity of presenters, including small as large scale organizations and transnational spread over 10 European countries support the validity of insights. Rather than claiming representativeness for the entire pan-European IPA population, the analytical findings of this study offer directional insights into how contracting logics circulate across borders, and negotiate institutional tendencies between structurization and agency. At the same time, the research approach outlined holds model potential, providing an assessment template for further scholarly research, or the self-assessment of contractors in reciprocal network relations within the IPA and beyond.

Anonymization

To ensure compliance with ethical research standards, and the confidentiality of all parties involved, all documents used in this research were anonymized. All identifying details, such as artist's or institutions' names or addresses, project titles, or performance dates were redacted in the documents

and excluded from the analysis, to ensure the privacy of participants. Further, all remuneration or bank information was redacted and excluded, as the primary interest is not to analyze the collaborative conditions between IPA partners in economic metrics but in how responsibilities, practices, and organizational logics are encoded and negotiated in their written agreements.

3.3 Analytical Framework & Procedure

For this study a two-dimensional analytical approach was employed, with the micro-level findings forming the basis for the macro-level observations. While the micro-level analysis will interpret and compare the content of written contracts established between performing arts presenters and their artistic partners to explore the collaborative conditions and processes defined by these agreements and the reciprocity logic they resemble, the macro-level analysis investigates the institutional forces linked to the similarities and differences observed across cases.

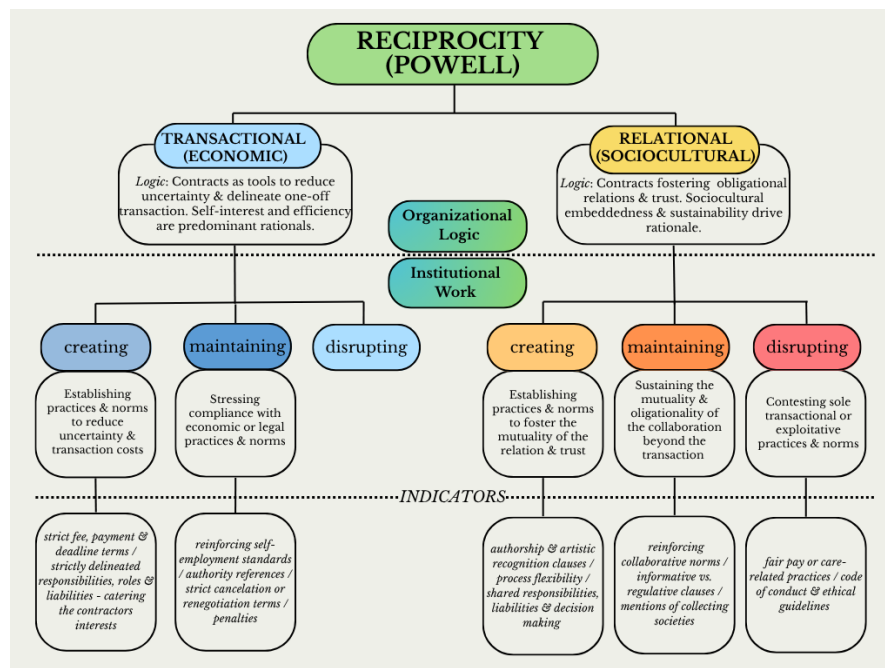


Figure 3 – Reciprocity Operationalization & Indicators

Micro-Level Analysis

On the micro-level, the analysis compares the structure and content of the contract documents, to find answers to RQ1: *What form of reciprocity logic is pre-dominantly encoded in written contracts between IPA companies and presenters?* Through initial inductive coding, three core topics were detected across cases, which also structure the comparative findings in the result section: administrative and financial conditions, (technical) realization terms, and public relations and promotion agreements. Further, the researcher has deductively developed an analytical framework embedded in institutional and practice theory, that operationalizes the concept of ‘reciprocity’ in two dimensions: first, differentiating between economic and sociocultural organizational reciprocity logics (Powell, 1990), which on a second dimension link to three ‘institutional work’ variables ‘creating,’ ‘maintaining,’ and ‘disrupting’ (Lawrence & Suddaby, 2006). The six resulting categories served as the analytical lens through which the contract content was deductively coded.

Building on Powell’s notion of the ambiguity of reciprocity (1990), the framework assumes the two different types of reciprocity as a result of particular organizational logics either more economically, or more socio-culturally driven. These logics further shape which responsibilities and collaborative processes are typically defined and delineated between the collaborating parties. The contracting clauses and the collaborative practices they encode are treated as the purposeful practices of presenters to institutionalize particular processes and conditions in the collaboration with their artistic partners. With cultural organizations inherently challenged by the balancing act between economic/self-interested and artistic/social logics (Lampel et al., 2000), this results in two potential pathways for ‘reciprocity logics’ and ‘institutional work’ to be encoded in written contracts: formulations creating and/or maintaining economically driven practices and norms –resembling transactional reciprocity, or clauses creating and/or maintaining more relational practices –acknowledging the embeddedness of the reciprocal network partners, and striving for a sustainable and equitable risk and liability distribution between contracting parties (see Figure 3 - Reciprocity Operationalization & Indicators).

Each ‘reciprocity logic’ therefore links to three institutional work categories which each have been associated with potential indicators – illustrative examples of the different reciprocity logics can be materialized in contractual language. For example, rigid payment conditions or deadlines, and strictly delineated responsibilities, roles, and liabilities – catering to the contractor’s interests are coded

as ‘creating transactional practices,’ while phrasings emphasizing the company’s artistic ownership and autonomy, suggesting process flexibility and agreeing shared responsibilities, liabilities or decision-making rights are coded as ‘creating relational practices.’ While, it can be assumed that contracting terms predominately follow transactional rationales, which as introduced necessarily compromises (or disrupts), long-term reciprocity in network structures, a specific interest of this research is to uncover the terms and practices actively disrupting sole economic logics, rather suggesting for mutual obligations beyond the sole transaction and contesting exploitive practices or norms, which were coded as ‘disrupting relational practices.’

Using ATLAS.ti, all documents first underwent a structural coding process, categorizing paragraphs by the three core themes. Further, the analytical framework was applied on a sentence level, granularly interpreting the individual clauses, and coding them with one or more of the six reciprocity categories. The software’s code distribution charts, document segmentation, and co-occurrence tools enabled for structured cross-case comparison of the collaborative processes created, maintained, and disrupted throughout individual thematic sections, allowing for a quick overview of similarities and differences of the collaborative practices encoded and the proportional shares of reciprocity logics resembled herein across cases. With institutionalization defined as a gradual process in practice-focused institutional theory (Lawrence & Suddaby, 2006; Lawrence et al, 2009), where standards and norms are initially created, further maintained, and ultimately disrupted by new field-specific practices, the proportional distribution of ‘creating,’ ‘maintaining,’ and ‘disrupting’ indicators allowed for insights into the degree of internalization of either logic, with cases presenting more sociocultural creating than maintaining indicators, for example suggesting a less progressed state of institutionalization of such relational logics within the collaboration.

To make these proportions better comparable across documents with different lengths, a ‘reciprocity ratio score’ [RRS] was developed to quantify the dominance of economic versus sociocultural logics per contract. Reasoned by the progressing nature of institutional processes weighted scores were assigned to the different ‘institutional work’ categories. The scores reflect the theoretically reasoned premise, that the creation of collaborative standards (1 point) necessarily precedes any maintenance strategies (2 points), until these over time might require adaption and disruption (3 points), while also acknowledging the increasing institutional efforts required throughout

the different phases. Next to allowing for a proportional comparison, the scoring also enabled the coding of ambiguous or overlapping reciprocity logics reflected in individual sentences. For example, where relational practices are created, but their enforcement practices follow an economic maintenance logic, as in the following example from Utrecht (2023): “The Organizer can be held liable for any loss or damage, of whatever nature, it causes as a result of negligence or lack of due care by the Organizer to materials belonging to the Company or its crew/artists. If and insofar the Organizer could be held liable in the execution of this contract, such liability shall be at all times limited to the amount actually paid by the insurance company in the matter concerned.” While the contract establishes shared liability standards in cases of material damage in their contract schemes, they at the same time limit their engagement by stressing compliance-driven insurance standards, catering to the presenter’s economic self-interest. Such a statement hence scored 1 point in the ‘relational reciprocity,’ but also 2 points in the ‘economic reciprocity’ logic score, since the economic corruption of the sociocultural dedication is reflected in a total scoring per contract.

The values associated with the individual codes were further subsumed in a total sociocultural and economic reciprocity score per contract and by dividing the two scores with each other the RRS was calculated. Total scores can vary from 0 indicating cases with no sociocultural reciprocity indicators to 1 suggesting for an even balance of economically and sociocultural rationales, while scores > 1 would flag cases with more sociocultural than economically driven indicators. Everything below 1 resembles cases that predominately encode economically driven standards in their contract schemes.

Macro-Level Analysis

Based on the comparative micro-level findings and the RRS the macro-level analysis examines whether the similarities in conditions and processes observed across cases can be linked to isomorphic pressures (DiMaggio & Powell, 1983), to offer answers to RQ2: *Do the company-presenter contracts in the IPA and the collaborative practices they encode, exhibit transnational convergence and can this be related to isomorphic pressures?*

The synthesis of the micro- and macro-analytical findings follows a causal pathway: While the different sentence-level institutional work indicators and their proportion per contract resemble the predominant organizational logic institutionalized in the individual company-presenter collaboration, convergences in these tendencies and particular processes across cases can point towards isomorphic processes. Following DiMaggio & Powell's definition, isomorphic mechanisms were coded by differentiating between external regulative or cultural *coercive* pressures, *mimetic* adoption of 'best practices' or *normative* forces, the professionalization of practices through network exchanges or educational standards. Thus, where cases reoccuringly established references to similar external regulative frameworks, as for example national or transnational employment or social security regulations, this was identified as coercive isomorphism. Convergences across cases in rather unregulated collaborative processes as the technical realization or planning and promotion of the guest production, were flagged as mimetic or normative isomorphism where practices are copied and professionalized in transnational networks or through educational standards.

Contract Indicator (ex: Utrecht, 2023)	Micro - Reciprocity Logic	Macro - Isomorphism
"In case of cancellation due to new or revised COVID-19 measures, the Company and the Organizer shall first and foremost discuss the option of alternative solutions for the Performance (i.e. postponing). If rescheduling the Performance proves to be impossible, the Organizer will pay the Company no more than one third of the Total Fee (as mentioned in article 3.1), plus any expenses already advanced by the Company (i.e. travel or cargo) that have been preapproved by the Organizer."	maintaining sociocultural reciprocity / artist centered	Mimetic (such compensation were quickly copied transnationally during COVID, and long before national regulations formed)
"The Company will supply the Organizer with any available promotional and/or publicity material free of charge."	creating transactional reciprocity / unilateral interest	Normative (unregulated field-specific collaborative standard)
"In case the Organizer has not received the copies of the passports and the proof of the official residence of the Company [...] before the date of the first Performance, the Organizer shall be entitled to withhold any applicable taxes and/or wage levy, according to the Dutch law "loonheffingen Artiesten- en Beroepspassportersregeling"	maintaining transactional reciprocity	Coercive (National contract law reference)
"The Organizer will safely store the Company's (administrative) personal details and will hold on to these for as long as is required by Dutch tax law. When this period has expired, this data will be destroyed."	maintaining sociocultural reciprocity / artist centered	Coercive (National privacy law reference)

Figure 4 – Micro-Macro Links Examples (Utrecht, 2023)

While following neo-institutional theory and Fabian Eder's findings it could be anticipated, that contracts and the conditions and process they encode are determined by such isomorphic pressures, particular attention in this research is paid to the directionality of the institutional forces. Differentiating between coercive mechanisms, enforced upon the field by legal or cultural political regulation, and mimetic or normative pressures, which rather standardize processes from within the field. While coercive isomorphism strives for external legitimacy, the latter two mechanisms rather arise from field-

specific peer pressures, fostered in the vivid peer exchanges within the field, with agents copying the dominant collaborative ‘best practices,’ and integrating field-specific norms or values as promoted in professional networks and scientific reports to legitimize their operations within the field.

While this focus on convergences offers insights into the field-level pressures determining particular contracting standards, the observed divergences - relational outliers and sociocultural ‘best practices’ standardized in individual contract schemes or clauses - highlight the individual-level agency of presenters in creating and maintaining the collaborative standards, and hence their capabilities to impact institutionalization processes in the IPA field.

3.4 Analytical Reliability, Validity & Limitations

As this study is grounded in qualitative methodology, the validity or reliability of findings cannot easily be backed by numeric indicators or statistics but rather depend on the trustworthiness, consistency, and transparency of the researcher’s analytical procedure.

The framework has been carefully established in alignment with the theoretical context and the research questions laid out for this thesis. As presented above the central analytical framework for the micro-analysis (RQ1) was deductively derived from theoretical conceptualizations of reciprocity (Powell, 1990), and the institutional work framework as defined by Lawrence et al. (2006, 2009) - which by itself is particularly suited for empirical studies of institutional structures and agency. Also, the isomorphism codes employed in the macro-level analysis have been defined in alignment with DiMaggio and Powell’s definition.

While intercoder validity testing, requiring as second coder with professional expertise in IPA contract procedures, was not possible in the scope of this research, limited by timely and financial constraints, the credibility of coding was strengthened by repeated cycles of close reading, code revision, and structured recoding after two weeks using a combination of ATLAS.ti and Excel. For transparency, a comprehensive list of all coded quotations in the most relational contract case (Helsinki, 2023) is enclosed in the appendix (see APPENDIX 3-Reciprocity Coding, Helsinki). Additionally, a table summarizing the micro-level findings and linking them to the respective coding categories is enclosed to provide verifiable audit tracking (see APPENDIX 4-Summary Micro-Level Findings).

As mentioned this study, limited by its sample size and scope alone, does not claim to be statistically representative for all IPA collaborations, or in all pan-European contexts. Yet, the deliberate sampling of diverse structural and socio-geographic environments of presenters, strengthens the transferability within the IPA field. Moreover, the author is confident, that the research design and analytical procedure developed for this study take an important step in scientifically exploring the ambiguous institutional logic and dynamics networking partners in the IPA agents are operating under and build a strong basis for qualitative follow-up studies in the field to broaden and test the framework and its findings. Especially the RRS as a prototype framework, offers a theoretically validated template that invites for further empirical application and validity testing on larger datasets. Further applications or tests of the analytical approach and the established findings could also be imagined in empirical research of institutional forces in other comparable, rather unregulated, publicly funded fields, where actors collaborate in reciprocal network structures, as rather common in the CCS.

With this study, constrained by its academic embeddedness and the available research resources, exclusively focused on the exploration of ‘reciprocity’ and ‘isomorphism’ in written contracting practices, it is important to acknowledge, that the reciprocity of company-presenter collaboration, might be enacted in more informal interactions, potentially not reflected in written contracts. Yet, written contracts provide objective grounds for the empirical examination of processes and power dynamics formalized and standardized in contract schemes, mitigating potential social desirability biases common in self-reports conducted in interviews, and overcoming geographic restrictions of field observations.

Despite these limitations, and the inherent geographic/ artistic sample bias (see section 3.2 - Sample Bias & Limitations), this research, prioritizing analytical depth and theoretical embeddedness over generalizability, reconceptualizes contracts as scientifically understudied institutional sites, uncovering ambiguous institutional logics and power dynamics on micro-level. This not only enhances the empirical relevance, and contributes to the scholarly exploration of the IPA field in theory, but also offers field-specific learnings and assessment tools for IPA agents in practice.

3.5 Ethics

The contracts analyzed in this study contain sensible information regarding working conditions, roles, intellectual property, and financial arrangements between artists and organizers. In accordance with scientific research ethics, not only all presenter, or company-related, and numeration details have been redacted, as detailed in 3.3.3 on data anonymization, moreover, the researcher acknowledges, that the documents used in this dataset, include sensitive data beyond the financial and legal details, which were handled with due care and sensitivity.

The digital files used for the analysis are stored, in their anonymized form, on a password-protected cloud server that complies with European data protection standards (GDPR). Written informed consent has been granted by all contracting parties for the use of the contracting documents for this academic research. Access to the redacted documents is strictly limited to the researcher and the academic personnel of Erasmus University Rotterdam for the purpose of evaluation, and no original or redacted documents will be publicly disclosed beyond the context of this Master thesis.

4. RESULTS

Based on the analytical steps taken, the comparative findings discussed in the following sections will be structured as follows: First, the broader *structural* particularities and similarities of the contracts studied, their tone of language, and main themes that evoked from inductive coding will be introduced. Divided by the three main topics, a) administrative & financial processes, b) (technical) realization, and c) PR & communication processes, the further sections will highlight the *content* of the respective contract clauses - how they describe, and distribute the general obligations between parties, and how the practices they define create, maintain, or disrupt either transactional economic or relational sociocultural institutions. In a final section, these comparative, *micro-level* findings, inform the *macro-level* analysis, to conclude whether the sample observed reflects transnational convergence with respect to the collaborative practices the company-presenter agreements institutionalize in the IPA and the reciprocity logic they resemble.

4.1 Document Structure, Topics & Language Use

As described in section 3.2 the sample consists of 13 (transnational) guest performance contracts from 10 different countries, as established between independent performing arts companies [company] and a presenting organizations [presenter] to regulate the processes, responsibilities, and liabilities connected to the collaborative realization of the performance in the presenters' venue.

The presenters included in this sample, not only vary greatly in their geographic and sociocultural origin (see Figure 1 – Geographic Spread of Cases), but also range from simple presenting venues, or production houses (5 of 13), to performing arts festivals (5 of 13), and public theater institutions (3 of 13). While public institutions on the one hand, and as highlighted in the theoretical introduction of the IPA, operate in rather hierarchical standardized regimes, and with secured multi-year budgets, the IPA venues, production houses, and festivals on the other hand often operate with limited structural support. Predominately sustaining their programs with project-based funds, they employ comparably smaller, less hierarchical, and more fluctuating teams than their institutionalized counterparts, which is typically related to less rigid productional regulation and standardization in such organizations.

Despite these evident geographic and structural differences, the contracts these different presenters establish, present strong similarities in their overall document structure and scope, as well as in the tone of language and in the main topics they adopt.

Scope, Structure & Topics

The scope of the documents varies throughout the sample from 2 to 12 pages, while 8 of 13 cases govern the conditions in 3-5 pages, with a median of 4 pages. The institutional theaters (Szczecin, 2024; Hamburg, 2023; Munich, 2023) establish the longest contracts with 7 to 9 pages, while Paris is an outlier with 12 pages, due to in-text translation of clauses from French to English.

The documents are structured in a minimum of 5 to 15 sections, with a median of 8 sections, in 6 cases these are referred to as paragraphs (§) or “article.” While the sequencing and titles can vary, all cases in this sample cover at least the following topics: in an introduction, the contractors and the subject of the agreement are defined; financial terms, detailing conditions and deadlines of payments; agreements on the (technical) realization, delineating the productional processes and technical responsibilities; PR & communication clauses, detailing on the distribution and copyrights of promotion materials; and a finishing section involving the cancelation or force majeure liabilities of parties, the place of jurisdiction, and ‘other’ or ‘general’ terms of the agreement. 6 of 13 cases, while still including the same topics, opt for a structural division of “the company’s obligations” and “the presenter’s obligations”. To structure later micro-analytical results the five main contracting topics were further condensed into three main sections: a) administrative & financial (including cancelation liabilities, insurance, and jurisdiction clauses), b) (technical) realization, and c) PR & communication (including author right regulations).

The most striking structural variation is found in the integration and scope of copyright, and insurance or liability regulations in the documents. In some contracts, such agreements are stretched throughout the document, handling these in the particular thematic sections they relate to - for example, where the insurance of technical equipment is addressed in the technical realization section, and insurance matters concerning the company’s team or cases of cancelation are addressed in the financial or general legal agreements -, other cases, opt for additional sections, mostly at the end of the documents, titled “Insurance”, “Author Rights” or “Liabilities”, handling these conditions bundled and separately from other topics. While in the integrated cases these definitions tend to be more concise and

mentioned more as a side note, cases that adopt explicit sections typically are also more detailed in their definitions.

Tone of Language & Formalities

All contracts included in the observed dataset adopt a predominantly formal, regulative language. For further comparison, a differentiation between ‘strict’ and more ‘moderate,’ or ‘regulative’ and more ‘informative’ formulations of regulations and their conditions will be made. Additionally, reoccurring formal standards have were observed across the sample.

All cases introduce the contractors by assigning them legal synonyms, which are used throughout the contracts to refer to either party. While the self-description of presenters varies between ‘Organizer,’ ‘Association,’ ‘Festival,’ or simply the name of the organization, most cases agree on terms like ‘company’ or ‘ensemble’ for their artistic collaborators, only the public institutions or other more rigid cases (Paris, 2022; Hamburg, 2023; Munich, 2023; Szczecin, 2024) tend to also employ more economic definitions like ‘producer’ or ‘contractor.’

Another recurring contracting standard, is the definition of how amendments or changes of the contracting terms are handles, which in all cases requires written mutual consent. Many contracts additionally mention, that if “any provision of this contract should be ineffective, this shall not affect the validity of its other provisions” (Utrecht, 2023, also Rimini, 2022; Basel, 2022; Munich, 2023; Hamburg, 2023; Rotterdam, 2025). Further most cases establish the contract jurisdiction, defining which local regimes govern the conditions of the agreement, and which local court will be responsible in cases of contract disputes.

While such ‘general’ clauses defining the legal handling of the contract are typically closing the contractual agreements and follows on the definitions of the termination, cancelation, Force Majeure⁴ regulations their scope and how strict or collaborative such jurisdiction standards are described, varies significantly across cases, as the section on administrative and financial terms will highlight.

⁴ Force Majeure – unexpected, extraordinary events or circumstances that prevent one or both parties from fulfilling the agreement. Typically releasing both parties from their liabilities or obligations.

The content of the contracts compared focuses on the definition and delineation of obligations between parties and the coordination of production processes. While all cases occasionally employ formulations describing shared responsibilities, in the majority of cases (8 of 13), there are more mentions of the company's obligations than of those of the presenter, while the ratio is significantly imbalanced in five cases, with at least five more mentions (Paris, 2022; Munich, 2023; Utrecht, 2023; Szczecin, 2024; Zurich, 2025; Vienna, 2025). One case even presents a 27/13 ratio in the distribution of company/ presenter obligations mentioned (Paris, 2022).

The descriptions of obligations predominantly delineate processes and responsibilities directly connected with the guest performance, as well as the infrastructural and personnel requirements to realize the set-up and presentation of the production, which, as the section on the (technical) realization will highlight, present strong similarities across the sample. At the same time, the agreements do not only regulate the activities or inputs on one or two evenings, the collaborations defined rather stretch over week- or month-long periods, including detailed technical and administrative handling instructions, travel planning and booking processes, or exchanges of communication materials, before, during, and after the actual guest performance.

The content of these documents observed does not only resemble collaborative dynamics and power structures on an interpretative level but actively defines processes between and authorities of the contractors, in some rigid cases, by even linking compliance to such definitions to substantial financial or collaborative consequences. To further analyze the degree of standardization of such behavioral directives and their reciprocity, the following sections, divided by the three main topics introduced above, will first introduce the broader similarities in the practices encoded, to then comparatively highlight the most interesting divergences in the company-presenter collaboration, contrasting economic/ transactional and more sociocultural/ relational approaches.

4.2 Micro-Analysis – Reciprocity in Distribution & Description of Processes

4.2.1 Reciprocity in Administrative & Financial Conditions

With IPA companies typically contracted by the presenters on a self-employment basis, the basic conditions are the same across all cases: The presenter provides the infrastructural means, which next to the venue include the technical materials and general personnel necessary to promote and host the artistic production and is obliged to hold all necessary insurances in this respect. In all agreements compared for this research, presenters commit themselves to cover the material and transport, travel, accommodation, and per diem⁵ costs, connected with the guest performance, next to the agreed-upon fee. Also, the presenter's coverage of royalties is agreed, which will be discussed further in the PR & communication section. The company on the other hand provides the necessary means to realize the production at the presenters' venue and is expected to handle all author rights, employment, and insurance contracts in this context independent from the presenter and holds all liability concerning the team and materials they tour. In a transnational employment context this requires expertise in international employment, insurance, and taxation regulations, knowledge of international VAT, withholding tax, and double taxation law, as well as (international) social, health, accident, and liability insurance standards, which places substantial administrative burdens on companies.

While the administrative obligations in such self-employment agreements could be considered as taken for granted, the descriptions of employment, insurance, and cancelation liabilities, vary significantly in their explicitness and in their underlying rationale. While in some cases such clauses establish and reinforce the strict administrative independence of the two contracting parties or aim to safeguard the presenters' legal integrity, others opt to create and maintain more relational practices, defining shared liabilities or responsibilities even beyond the project, with some cases even disrupting strict transactional employment or liability standards.

⁵ Per Diem – regulated daily allowances typically paid to employees during business trips to cover costs such as meals or accommodation.

Employment & Social Security Practices

International employment, taxation, social insurance practices and the according administrative obligations probably impose the biggest challenge onto IPA companies, which in contrast to their presenting partners, often lack the necessary structural resources, and trained personnel to handle these matters professionally. Still, the company's obligations in a self-employment contract with the presenter and as an employer of its team, and all liabilities in this context strictly remain with the company in all cases compared, or as stated in Paris (2022): "As their employer, THE PRESENTER will bear sole responsibility for paying salaries with full benefits and taxes for this personnel." Some presenters will hence require the company to provide certificates of residence as verification of their fiscal taxation status (Paris, 2022; Helsinki, 2023; Utrecht, 2023; Szczecin, 2024), or social insurance (Zurich, 2025; Basel, 2022; Paris, 2022). While such practices on the one hand reinforce self-employment standards, integration of such regimes, can also improve the parties awareness of their socioeconomic responsibilities, and as such be considered an indicator of presenters striving to create more sustainable working conditions in their contracts.

What stands out in the comparison is that some cases enforce the adherence to such employment and social security standards, by linking compliance to financial consequences, for example in Szczecin (2024): "The Contractor shall be obliged to submit to the Organizer a "Residence Certificate" and the Organizer shall settle the income tax in accordance with the relevant international agreement on avoidance of double taxation [...] If the Residence Certificate is not submitted by the date of presentation of the Performance, the Organizer shall apply the relevant tax regulations applicable to it." Similar in Paris (2022), with respect to the A1 certificate⁶: "The full payment of the aforementioned amount can only take place if the A1 forms of company members on tour have been given by THE PRODUCER to THE PRESENTER." Others again rather frame these obligations in brief formulations, as in Ghent (2022): "The company confirms that all members are insured against accident during their stay. Freelancers are responsible for their own insurances." Or in Rimini (2022)

⁶ A1 Certificate – an official document that proves an employee's social insurance in their home country, during business trips in another European country.

“The Company declares that the payment received will be regularly taxed in the country of origin of the Company accordingly to the local laws.”

While the examples above are ultimately linked to the presenters’ economically driven self-interest to comply with local legal regulations themselves, other cases stand out by adopting rather informative than regulative clauses, or by disrupting exploitive employment standards. Such cases integrate detailed explanations of the applicable (international) employment or taxation regulations, and point out the company’s responsibilities in this context. As for example in the case of Hamburg (2023): “It is pointed out that the contractual partner may be obliged to withhold and pay income tax on the fees paid to the artists and accompanying persons, regardless of whether or not the contractual partner is considered a resident under the German Income Tax Act (EStG). [...] For detailed information on applicable taxes and possible exemptions, please refer to the attached fact sheet *Fees & Taxes*.”⁷ Or in Zurich (2025), detailing explanations of possibilities for tax deductions: “Foreign companies may be exempt from tax if they can provide proof that at least half of their work or production is publicly funded or subsidized.”⁸ Helsinki and Basel again, not only include informative statements but also specify and ensure their own local tax payments, and assuring the unaffectedness of the company’s payment:

“XXX€ from which the Festival withdraws tax-at-source [footnote: § 10.4 b, Income Tax Act & § 7.5; Act on the Taxation of Nonresidents' Income] XXX€ (15 %) is paid by the Festival to the Company. The Festival is responsible for the payment of taxes to the Finnish tax authorities. The Net Compensation of the fee paid by the Festival to the Company is XXX€.” (Helsinki, 2023)

“Taxes incurring out of the fee in Switzerland (e.g. VAT and/or Withholding Tax) will be borne by the PRESENTER. No deductions of the payments shall be made for reasons of local taxation or expenses incurred by the PRESENTER before, during or after the engagement.”⁹ (Basel, 2022)

In the most relational examples, presenters even define binding ethical standards in their collaborations. Referring to ethical guidelines or code of conduct or including them in the appendix as an integral part of the agreement can help to create but also maintain more sustainable collaborative

⁷ German content translated with Gen AI (Chat GPT-3.5/-4.5, 2025)

⁸ German content translated with Gen AI (Chat GPT-3.5/-4.5, 2025)

⁹ German content translated with Gen AI (Chat GPT-3.5/-4.5, 2025)

standards. While the German employ references to local minimum wage acts (Munich, 2023; Hamburg, 2023), examples like Zurich or Trondheim strive to foster more inclusive collaborative standards:

“Furthermore, we adhere to the regulations against sexual and sexist harassment in the workplace and kindly ask that the recommendations for sustainable production practices be taken into consideration.”¹⁰ (Zürich, 2025)

“Presenter is concerned with ensuring a working environment that is inclusive, accessible, and sustainable for everyone involved, both on and around the stage, internally and externally. We therefore expect from ourselves, our employees, partners, and artists/companies that we all work towards this, with the aim of constantly reaching further. The company can find our ethical guidelines on our website. Presenter has zero tolerance for all forms of harassment and abuse of power. According to this contract, such behavior shall be considered a material breach, and may lead to the contract being terminated. If you experience being exposed to such behavior, or wish to notify on behalf of others, contact Presenter, either Artistic Director or Producer.” (Trondheim)

Especially the case of Trondheim resembles a good example of how transactional standards or unsustainable practices are disrupted, and how more socially concerned practices are not only proactively created and enforced but also jointly maintained.

Liability & Insurance practices

Next to the challenges imposed by international employment laws, the responsibilities in liability and insurance matters can be considered another substantial structural challenge for the company under contract, often unable to finance long-term insurance or unknowledgeable in such matters. All cases observed in this sample emphasize the company’s sole liability for all damage caused by the company’s behavior on the presenter’s infrastructure, with some cases extending these liabilities to the accommodation facilities (Szczecin, 2024), detailing the company’s liability for their team members’ behavior (Hamburg, 2023) or demanding all collaborators to adhere to specific security standards or authorities of the venue (Trondheim, 2024; Utrecht, 2023; Hamburg, 2023).

¹⁰ German content translated with Gen AI (Chat GPT-3.5/-4.5, 2025)

In some cases it seems as if presenters try to balance the companies' insurance liabilities by detailing on their own, like in Rotterdam (2025) "The PRODUCER must have total insurance coverage for their own or their staff's personal belongings and provides for its own liability insurance. The ORGANIZER declares to have signed the necessary insurances linked to the performance in XXX." Yet again such statements might not so much be concerned with the sustainability of the reciprocal relationship as with local legal regimes the presenters need to comply with.

Moreover, such shared liabilities or insurance concessions, if found at all, are typically phrased comparatively short and uninformative, which fails to create or maintain sincere trust between parties. As counterexamples, Hamburg (2023) and Zurich (2025) stand out in the comparison, by offering detailed descriptions of the conditions under which the insurance applies and the extent of coverage:

"[Name presenter] shall be liable without limitation for claims arising from damages caused by [Name presenter], their legal representatives, or vicarious agents in the event of injury to life, body, or health, in cases of intentional or grossly negligent breach of duty, in the event of guaranteed commitments, where agreed, or based on mandatory liability, such as under the Product Liability Act."¹¹ (Hamburg, 2023)

"Equipment brought by the company as an essential part of the performance is co-insured by [Name presenter] against burglary/theft, natural hazards, fire, and water damage, up to a maximum amount of CHF XXX. No further insurance coverage will be provided by [Name presenter] beyond this limit. In all cases, the insurance policy shall apply. An inventory list provided by the guest, including the value of the items to be insured, must be attached as part of the contract. If such a list is missing, it will be assumed that the company has arranged full insurance coverage for its equipment independently."¹² (Zurich, 2025)

Such cases, and the example of Zurich (2025) more specifically, break with unilaterally delineated insurance standards in the company-presenter agreements by ensuring transparency about the presenters' liabilities or committing to the coverage of the companies' losses in cases of material damage under particular circumstances.

¹¹ German content translated with Gen AI (Chat GPT-3.5/-4.5, 2025)

¹² German content translated with Gen AI (Chat GPT-3.5/-4.5, 2025)

Cancelation & Force Majeure practices

Cases of cancelation typically impose severe risks for both reciprocal partners. Yet, the likelihood, as well as the consequences of an unexpected cancelation, is typically skewed toward the company side – the bigger the team the higher the risk. The companies collaborators might get sick, their travel routes can be troubled or other reasons might suddenly hinder their participation, with some team members unbearable for the realization of the guest performance the risk of a cancelation on behalf of the company is significantly higher. Considering that in terms of self-employment standards, all risk and liability ultimately remain with the producer, the reciprocity of partners takes on its most ambiguous form in the cancelation terms between companies and presenters in the IPA. While all contracts observed in this sample differentiate between cases of ‘Force Majeure’ and unilateral fault in their cancelation clauses, the compensations and collaborative practices presenters establish in this context vary significantly. Moreover, these differing cancelation practices nicely reflect, how the striving for sole “equality” of partners in the conditions can still bear very unequal consequences for either party, or even bare financial consequences, which push companies to the brink of insolvency.

Cancelations that cannot be attributed to the fault of any party, that are rather caused by “higher forces,” typically including pandemics, natural disasters, strikes, government actions, or sickness are defined as cases of Force Majeure [FM], often requiring the immediate notification of the other party (Zurich, 2025; Utrecht, 2023; Helsinki, 2023; Hamburg, 2023; Szczecin, 2024), some contracts demand for proof of sickness in form of a doctors certificate (Zurich, 2025; Basel, 2023; Hamburg, 2023). As common for self-employment contracts, most cases immediately release both parties from any further obligations and liabilities in FM cases, only in 4 of 13 cases do presenters aim to mitigate potential losses by agreeing on mutual renegotiation and rescheduling efforts prior to an ultimate cancelation (Utrecht, 2023; Helsinki, 2023; Munich, 2023; Hamburg, 2023). Two cases define COVID-related cancelations as exceptional FM cases, where companies are assured 30% (Helsinki, 2023) or 1/3 of the agreed-upon fee additional to the coverage of already occurred expenses (Utrecht, 2023), if no replacement or new performance date can be agreed. And Basel (2023) pays for transport and travel costs in cases due to sickness of the main performer if the company has already arrived in Switzerland.

For any cancelation related to either party's fault or in cases of contract breach, all contracts compared agree on compensations. In more economically-driven examples penalties follow fixed percentages tied to the total fee agreed upon, ranging from 30% in Szczecin (2024) to 50% in Vienna (2025), to charges as high as 100% of the total net fee (Paris, 2022; Ghent, 2022; Utrecht, 2023; Rimini, 2023) – with fees from 300€ upwards per person/ per day equaling amounts that companies – lacking the long-term structures or resources – in paxis could rarely cover. More relational examples define *proportional* damage claims that depend on the number of performances canceled (Munich, 2023; Zurich, 2025), or agree on coverage of the *actual* damages claimed, as for example travel bookings, or losses from ticket sales (Basel, 2022; Hamburg, 2023; Helsinki, 2023; Trondheim, 2024; Rotterdam, 2025).

Whereas all contracts define the same liabilities for either party only Hamburg (2023) differentiates between presenters and companies in the cancelation clauses. Here the presenter offers a graduated compensation scheme (50% of the total fee 8 weeks, 100% 4 weeks prior to the presentation date), if cancelation is on their behalf. Conversely, if the company is responsible the presenter only claims their actual damage (Hamburg, 2023). Such practices not only acknowledge the companies' gradually increasing opportunity costs of neglecting other offers and ensure compensation of work already invested in the collaboration, but also consider the structural differences of the contracting parties, defining more realistic compensation regulations.

4.2.2 Reciprocity in Technical Realization Conditions

Especially in the productional/ technical planning and realization of a guest performance, collaborators in the IPA depend on each other's resources: with the company having the best knowledge about their production, and the presenter holding the expertise and personnel to professionally support the processes in place. Hence sustainable reciprocity of partners in these practices will greatly depend on eye-level communication, mutual knowledge, and trust. Due to the broad variety of stage productions in the field, and their artistic forming, their technical requirements and processes before during, or after the presentation differ significantly. At the same time, the comparison of the contracts included in this sample uncovers strong similarities in the collaborative conditions in the (technical) realization terms.

All cases require the company to present a technical rider, including light, sound, and stage plans, which forms the basis for all further planning of schedules, personnel, and equipment rentals to realize the guest performance. 6 of 13 contracts, while acknowledging the necessity of mutual collaboration in technical/ productional matters, predominately reflect transactional logics in the way they create or maintain the collaborative workflows or hierarchies in the planning and realization of the production (Paris, 2022; Basel, 2022; Szczecin, 2024; Zurich, 2025; Vienna, 2025; Rotterdam, 2025). Some clauses establish rigid deadlines ranging from four weeks to three months for the company to provide the technical information, while linking the timely provision of technical information to the presenters' obligation to provide the required technical means (Zurich, 2025), or to even present the production overall (Munich, 2023; Vienna, 2025). In other cases, agreements cap the hours of technical personnel provided by the presenter to set up and facilitate the guest performance, with some referring to the applicable labor law (Paris, 2022; Trondheim, 2024), or detailing on the companies' costs for additional technician hours (Paris, 2022; Basel, 2023; Vienna, 2025).

On the other side of the reciprocity spectrum, the comparison uncovers 5 of 13 cases that not only emphasize the collaborative aspects of the technical/ productional planning and realization in their wording (Munich, 2023; Hamburg, 2023; Trondheim, 2024), but where presenters also do not define any boundaries or consequential cost schemes to the provision technical material and personnel (Utrecht, 2023; Helsinki, 2023). While some others at least establish more flexible collaborative regimes, and allow for renegotiation of costs or workflows in the course of the collaboration. Two cases, Munich (2023) and Hamburg (2023), interestingly adopt the exact same formulation in this context: "If the plans are submitted late and thereby cause unforeseeable additional effort in terms of materials and personnel, the distribution of the resulting additional costs must be renegotiated within the framework of the contract."¹³ Also Utrecht (2023) and Trondheim (2024), stress collaborative problem-solving practices and mutual support in the technical realization, or shared responsibilities especially in the context of safety prevention measures.

Two cases stand out in the comparison for the conciseness of their technical/ productional terms: Ghent (2022) handles this part of the agreement in one sentence "Technical requirements: The technical rider is an integral part of the contract," and Rimini (2023) defines the company's

¹³ German content translated with Gen AI (Chat GPT-3.5/-4.5, 2025)

responsibilities by “anything else related to The Company not specified in the following art. 5.,” while an ‘art. 5’ is not existent. Further, they detail the presenters’ responsibilities by only stating: “the technical equipment as per technical rider in accordance with the production office of the Association.” These definitions do not provide any reliable commitment or assurance of the presenter in supporting the production/ technical realization in place. Moreover, Rimini (2023) points toward further, potentially informal side agreements with the production office, which in case of conflict, cannot be proven or claimed by any party through this contract.

4.2.3 Reciprocity in PR & Author Right Conditions

With the presenter being the host of the guest performance, they are typically responsible not only for facilitating the ticket sales but also in charge of the appropriate public communications and promotion of the program. The presenters in this position link the company to local audiences and media broadcasters. The public promotion of the artistic production though relates to inherent interest conflicts between the partners, with the more commercially interested presenter striving to promote the production in a way that blends in with their own branding and promotion strategy while maximizing ticket sales, and the company, on the other hand, more concerned with the appropriateness of the public representation of their artistic vision and product. Next to how the promotion practices are defined and delineated in the collaboration agreements, this section will also highlight more or less exploitive practices in how artistic ownership, copyrights, and third-party claims are treated in the cases observed within this sample.

PR & Marketing Practices

All contracts compared for this study require the company to supply the necessary promotional materials to enable the presenter’s PR and promotion activities. Most of them detail the requirements for these materials, typically including photos, videos, and credits of the production, some even specify the data format, size, or transfer channels (Basel, 2022; Szczecin, 2024; Vienna, 2025). Some examples set deadlines for the provision of such materials (Vienna, 2025; Zurich, 2025), others explicitly mention that these materials will be provided by the company free of charge (Utrecht, 2023; Rimini, 2022), and that the company “guarantees against any recourse by a third party on the grounds of copyright or

neighboring rights related to the show” (Rotterdam, 2025; but also Utrecht, 2023; Munich, 2023; Szczecin, 2024).

With the main responsibility for the execution of promotion activities remaining with the presenter in all cases, most contracts (9 of 13) predominately aim to delineate processes unilaterally, and in accordance with “the routines and standards that are usual for Presenter” (Trondheim, 2024; but also Ghent, 2022; Zurich, 2025). Vienna (2025) strictly limits the presenter’s promotion commitment, by stating: “Any press support that goes beyond the mere provision of information to media representatives must be coordinated with the PR office and documented in writing.”¹⁴ In such cases presenters claim the rights “to publish, to make available to the public, to distribute and reproduce the said material [...] any copyrights, neighboring rights, trade names, trademarks, design rights, portrait- and image rights contained in such material” (Utrecht, 2023), sometimes even “without territorial, time, or quantity limitations” (Szczecin, 2024).

At the same time, the comparison highlights cases, that stress the mutual collaboration of partners in the distribution or in the additional production of promotion materials and media publications. Some contracts for example require the company and their collaborators to jointly share the program announcements, ask for their participation in photo, or video shoots (Paris, 2022; Vienna, 2025) or in press appointments (Hamburg, 2023). While such practices might still be related to the presenter’s economically driven interest to increase the visibility of their program or ticket sales, other agreements commit the presenter to dedicated feedback and consent loops with the company for all publications (Hamburg, 2023; Basel, 2022). In other examples, presenters explicitly assure to signal copyrights and credit all collaboration partners involved in the production in all their publications (Basel, 2022; Hamburg, 2023; Helsinki, 2023) or as stated in Paris (2022), “endeavor to respect the general spirit of the documentation supplied by the Producer and [...] scrupulously observe the obligatory notices.” Such definitions, ensuring the company’s artistic integrity and decision-making rights in the public promotion of their work, signal the presenter’s awareness of the companies’ ‘molty crew’ reality and efforts to safeguard their artistic agency in the collaboration.

¹⁴ German content translated with Gen AI (Chat GPT-3.5/-4.5, 2025)

Ownership, Third Party Claims, and Copy Right Practices

Considering authorship and copy right, the company–presenter agreements compared in this study tend to cover two key dimensions. First, the company is usually obliged to hold all ownership and copyrights related to the presentation of the production — such as for music, text, or choreography — or the associated promotion materials, ceding these to the presenter. Second, a more complex aspect arises with regard to newly created documentation or promotional material produced by third parties or commissioned by the presenter. These materials often involve the use or reproduction of the companies’ copyrighted content, such as music or choreographic elements, and therefore also involve copyright consideration. As in the comparison of the PR and promotion clauses, 4 of 13 cases stand out in this context but for different reasons (Paris, 2022; Basel, 2022; Hamburg, 2023; Helsinki, 2023).

Considering the first dimension of author and copyright-related practices all German, Swiss, and French cases dedicate themselves, with reference to local author rights agencies (SUISA/ SSA in CH, GEMA in DE, SACEM in FR), to the payment of the music-related royalties after the presentation. The payment is commonly based on an information form provided by the company (including a list of titles, composer names, and duration in the piece), which is defined as an integral part in these contracts. While such regulations, similar as the A1 forms in the social insurance practices, can increase the awareness for precarious aspects in the collaboration and promotes the shared accountabilities of partners in this, the explicit reference to collecting societies and local laws suggests presenters are more focused on legal compliance, than on genuinely protecting artists’ author rights. Szczecin (2024) on the other hand, while unilaterally allocating all legal and financial liabilities with the company, specifies: “The Contractor agrees to assume its responsibility to clarify demands and settle claims that might be made by other parties not involved in the preparation or execution of the Performance who believe they have rights or claims arising therefrom.” While not explicitly enforcing any particular local regulation such a phrasing fosters a more considerate and sustainable handling of author rights and informs the company about their obligations in this context.

In two other examples, the comparison highlights practices safeguarding the company's author rights during the presentation. In Basel (2022) “The PRESENTER assures that it will inform the

audience about the forbiddance of recording the show in any kind,”¹⁵ also Helsinki (2024) adopts a very similar phrasing and commits to communicate that “it is strictly forbidden to make pictures or sound, video and film recordings during the performances,” while additionally specifying, “that no part of The Production is to be recorded, broadcast, televised, filmed, videotaped or photographed or extended in any way for commercial purposes without the prior permission of The Company.” Besides assuring to gather explicit consent from the company for any photo- or video recording, Basel (2022) even agrees that each publication, whether printed or online, needs to be run through the company for approval. Helsinki (2023) is the only case that explicitly states, that “The Company retains the sole right to manage and direct all artistic matters related to The Production.” In both these cases, presenters while still reflecting a dedicated interest in documenting or advertising their program, convey a strong degree of sensitivity for questions of artistic ownership or privacy. Especially where artists on stage are naked or intimate with each other, as is the case in the productions contracted, such empathy and consensual practices are key in creating and maintaining sustainable trust relations between the collaborators.

While Basel (2022) and Helsinki (2023) stand out for the explicit consensuality they agree for recordings and distribution of the artistic materials, Hamburg (2023) needs to be acknowledged for their transparency with regard to their promotion and copyright protection practices, and the detailedness of the relevant agreements in this context, which stretch over two sides and three sections (public relations, copyrights and GEMA). While also here the presenter’s self-interest to claim copy and adaption rights for the artistic material is evident, they explicitly detail on all further usage of recorded material and the collaboration with the company on this in four subsections within the copyright agreements: “the right to record and stream the performances,” “the right to reproduce, distribute, and transmit the recordings and streams,” “the right to make the recordings and streams publicly accessible,” and “the right to adapt and synchronize.”¹⁶ While Hamburg (2023) hence definitely agrees for the most comprehensive exploitation of the company’s materials, each and every of these marketing measures, any recordings or edits, can only be processed after gathering the informed consent of the company. In contrast to other contracts where the presenters only refer to “the standards that are usual to the presenter”¹⁷ (Vienna, 2025), which keeps the actual marketing practice

¹⁵ German content translated with Gen AI (Chat GPT-3.5/-4.5, 2025)

¹⁶ German content translated with Gen AI (Chat GPT-3.5/-4.5, 2025)

¹⁷ German content translated with Gen AI (Chat GPT-3.5/-4.5, 2025)

and distribution channels of the copyrighted material rather vague, examples like Basel (2022), Helsinki (2023) and Hamburg (2023) present a compelling awareness for the artistic sentiments when it comes to their author rights, or the public representation and distribution of their artwork, and convey an appropriate balance of the presenter's commercial interests while maintaining the company's artistic agency in marketing and documentation practices before, during and after the presentation.

<i>Contractual Topic</i>	<i>Transactional Standards</i>	<i>Relational Best Practices</i>	<i>Key Contract References</i>
1. Administrative & Financial Processes			
Employment & Social Security	<ul style="list-style-type: none"> - Self-employment model: Companies bear all employment, taxation, and social security liabilities. - Presenters require proof of compliance (e.g., Residence Certificates, AI forms). 	<ul style="list-style-type: none"> - Transparency & support: Detailed explanations of tax regulations (Hamburg 2023; Zurich 2025). - Ethical safeguards: Binding codes of conduct against harassment (Zurich 2025; Trondheim 2024). - Shared obligations: Presenters cover local taxes/royalties (Basel 2022; Helsinki 2023). 	<ul style="list-style-type: none"> Strict: Paris 2022; Stettin 2024 Relational: Hamburg 2023; Zurich 2025; Basel 2022; Helsinki 2023; Trondheim
Liability & Insurance	<ul style="list-style-type: none"> - Companies solely liable for damages to venue/equipment. - Presenters insure infrastructure, but rarely cover company assets. 	<ul style="list-style-type: none"> - Shared coverage: Presenters co-insure essential equipment (Zurich 2025). - Transparent liability clauses: Clear conditions for presenter liability (Hamburg 2023). 	<ul style="list-style-type: none"> Transactional: Rotterdam 2025; Stettin 2024 Relational: Zurich 2025; Hamburg 2023
Cancellation & Force Majeure	<ul style="list-style-type: none"> - Force Majeure (FM): Mutual release from obligations (9/13 cases). - Fault-based cancellation: Fixed penalties (30–100% of fee). 	<ul style="list-style-type: none"> - Loss mitigation: Renegotiation/rescheduling before cancellation (Utrecht 2023; Hamburg 2023). - Flexible compensation: Proportional fees or actual damages (Hamburg 2023; Trondheim 2024). - COVID exceptions: Partial fee retention and compensation of expenses (Helsinki 2023; Basel 2023). 	<ul style="list-style-type: none"> Strict: Paris 2022; Ghent 2022; Vienna 2025 Relational: Hamburg 2023; Basel 2022; Helsinki 2023; Trondheim 2024
2. (Technical) Realization			
Production Planning	<ul style="list-style-type: none"> - Companies must submit technical riders by strict deadlines (4 weeks–3 months). - Presenters cap technician hours; extra hours at company's cost. 	<ul style="list-style-type: none"> - Flexible collaboration: Renegotiation of costs for delays (Munich 2023; Hamburg 2023). - Shared problem-solving: Joint safety responsibilities (Utrecht 2023; Trondheim 2024). 	<ul style="list-style-type: none"> Transactional: Paris 2022; Zurich 2025; Vienna 2025 Relational: Munich 2023; Hamburg 2023; Utrecht 2023; Trondheim 2024
Resource Commitment	<ul style="list-style-type: none"> - Presenters provide venue/personnel "as per technical rider." 	<ul style="list-style-type: none"> - Unlimited support: No caps on technical personnel (Utrecht 2023; Helsinki 2023). 	<ul style="list-style-type: none"> Vague: Ghent 2022; Rimini 2023 Supportive: Utrecht 2023; Helsinki 2023
3. PR & Communication			
PR & Marketing	<ul style="list-style-type: none"> - Companies supply promotional materials free of charge. - Unilateral control over branding/promotion ("usual standards"). 	<ul style="list-style-type: none"> - Artistic consent: Presenters seek approval for publications (Basel 2022; Hamburg 2023). - Credit assurance: Mandatory attribution (Helsinki 2023; Basel 2022). 	<ul style="list-style-type: none"> Unilateral: Vienna 2025; Stettin 2024; Utrecht 2023 Collaborative: Paris 2022; Hamburg 2023; Basel 2022; Helsinki 2023
Copyright & Ownership	<ul style="list-style-type: none"> - Companies guarantee third-party copyright clearance. - Presenters pay music royalties via local agencies (GEMA/SUISA/SACEM). 	<ul style="list-style-type: none"> - Audience restrictions: Ban on recordings during performances (Basel 2022; Helsinki 2023). - Artistic control: Company retains sole rights over artistic decisions (Helsinki 2023). - Explicit consent: Required for recordings/streams (Hamburg 2023). 	<ul style="list-style-type: none"> Compliance-focused: German/Swiss/French cases Artist-centric: Basel 2022; Hamburg 2023; Helsinki 2023

Figure 5 – Summary of Micro-Level Analysis (also see Appendix 4)¹⁸

¹⁸ The table summarizing the micro-level findings was generated by AI, based on the final Result section. (DeepSeek-R1, 2024)

4.3 Degree of Institutionalization & Reciprocity Score

In the previous sections, the comparative content analysis of the administrative, technical production, and promotion agreements in written company-presenter contracts presented the most prominent convergences and divergences in the collaborative practices they encode. For each section, the most striking examples of relational, sociocultural driven or transactional, economically driven practices have been highlighted and cross-compared to make statements about the reciprocity logic they create, maintain, or disrupt (see Figure 5 – Summary of Micro-Level Analysis). While this comparison assessed the reciprocity in different parts of the collaboration, this study was further interested in establishing a comparative ranking of the overall most sociocultural- or economically driven cases.

As highlighted in the previous section (4.2), the observed contracts and the practices they enact, rarely reflect one form of reciprocity exclusively. Some cases seemingly create more relational practices suggesting a certain degree of embeddedness on the one hand, while at the same time, they establish economically driven maintenance practices. By strictly delineating the respective processes or enforcing authorities, and reinforcing the companies' self-employment status, unilateral risks, and liability distributions, they corrupt the relational reciprocity. It has also been observed, that the logic of reciprocity found in individual contracts can vary across different sections and depending on the collaborative processes they govern. While the administrative and financial terms, employ comparably more references to legal frameworks and practices maintaining economic standards, the technical realization and promotion terms and practices, typically not regulated by external frameworks but rather formed from experience and knowledge exchanges within and amongst organizations, also put more emphasize on collaborative practices and share responsibilities, reflecting aims to create and maintain the relational trust during and beyond the production.

Considering Lawrance and Suddaby's (2006) definition of 'institutional work' highlighting the processual nature of institutions - which first need to be created, then maintained, and further disrupted through the purposive practices of agents - comparing the proportion of these practices and the ratio of competing reciprocity logics encoded herein, offers insights into the degree of institutionalization of these collaborative tendencies (see Figure 6 – Reciprocity Indicator Distribution).

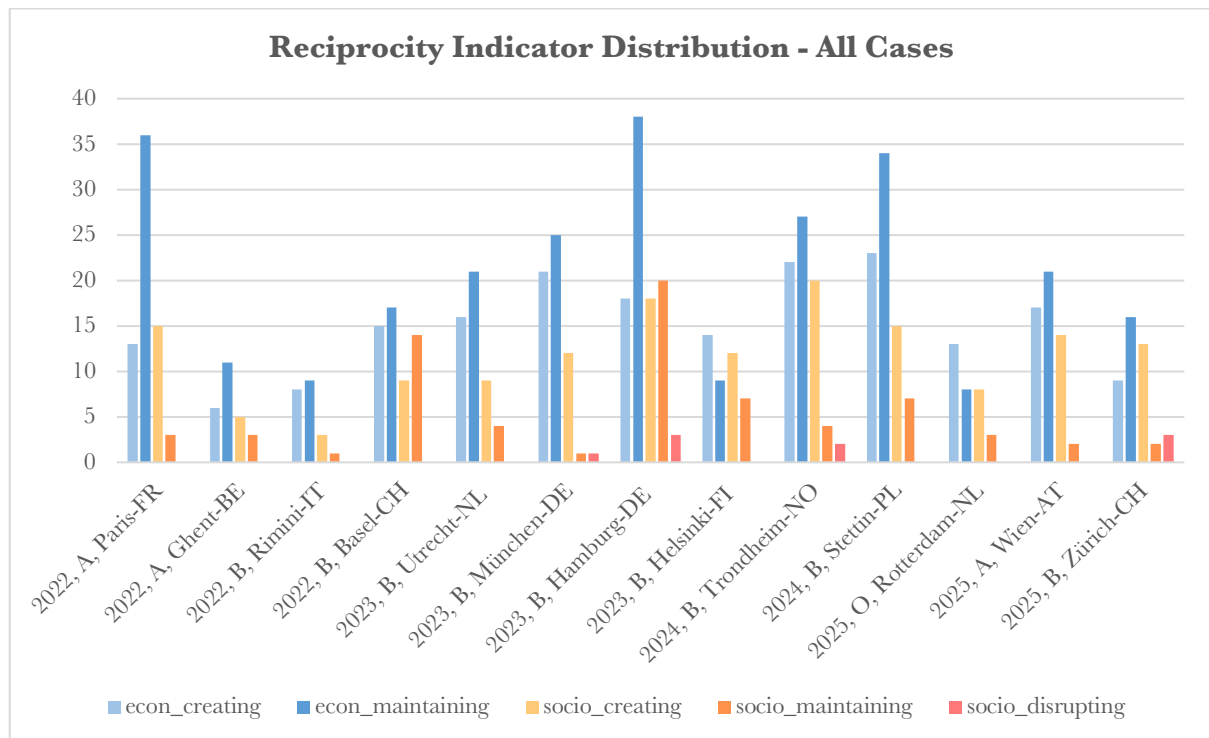


Figure 6 – Reciprocity Indicator Distribution - All Cases (also see Appendix 5)

Looking at the proportion of ‘creating’ and ‘maintaining’ indicators per contract, 11 of 13 cases predominately *maintain* economic logics in their contracting terms. In such cases economically driven standards and strictly delineated processes between collaborators are not only *created* but even more often *maintained* through rigid compliance practices, reinforcing the independence of contractors, and the oftentimes precarious self-employment status of the companies. In the sociocultural reciprocity spectrum, only Basel (2022) and Hamburg (2023) establish more *maintaining* than *creating* indicators and hence practices not only emphasizing the collaborative character of the collaboration and decision-making practices, but also striving to sustain trust and mutually obligational practices beyond the one-off guest-performance. Only 4 of the cases compared in this sample establish practices *disrupting* sociocultural practices, with a maximum of 3 such indicators in Hamburg (2023) and Zurich (2025), while two indicators are found in Trondheim (2024) and only one in Munich (2023). While Munich (2023), and Hamburg (2023) include informative references to taxation, minimum wage, and social security regulations and highlight the company’s responsibilities herein, Zurich (2025) and Trondheim

(2024) refer to binding ethical guidelines in their contracts to *disrupt* exploitive employment standards while simultaneously *creating* or *maintaining* more inclusive and sustainable working conditions and collaborative standards.

As detailed in the Methodology, all contracts compared for this study were coded on a sentence level, flagging each statement as creating, maintaining, and/or disrupting, either economically, or sociocultural-driven practices and got allocated a numeric score 1-3 (see 3.3 Analytical Framework). Computing the scores of economically and sociocultural-driven indicators, and comparing the resulting ‘Reciprocity Ratio Scores’ [RRS] across the sample (see Figure 7, Reciprocity Ratio Score), it can be observed that all cases are predominately economically driven in their practices. While Helsinki (*RRS*: 0,812), Basel (*RRS*: 0,755), Hamburg (*RRS*: 0,680), and Zurich (*RRS*: 0,634) reach scores closest to 1 and thus closest to an even share of economic and sociocultural reciprocity logics, Rimini (*RRS*: 0,192), Munich (*RRS*: 0,239), Paris (*RRS*: 0,247), and Utrecht (*RRS*: 0,293), on the other end of the spectrum reach scores closest to 0, with their contract conditions therefore nearly exclusively resembling transactional reciprocity logics.

These scores suggest that even though contracts predominately institutionalize economically driven conditions and collaborative practices, which as presented above often fail to consider the working reality and structural capacity of the artistic agents, a spectrum of practices can be observed where contracting schemes better reflect the reciprocal embeddedness of the parties. While underrepresented and less standardized in the individual contracts, or across the sample, such terms actively create more relational practices or strive to maintain the mutually obligational collaboration - beyond the sole ‘transaction.’ Presenters, by sharing their professional knowledge with the companies’, offering expertise in international administrative matters, or by contesting rigid liability standards, acknowledge the structural imbalance evident in the collaboration and reclaim their agency in making an impact on the precarious conditions, challenging their reciprocal partners, even beyond sole enforcement of local social security, taxation or author right regulations.

	CASE	SCORE ECON	SCORE SOCIO	TOTAL
1	2023, B, Helsinki-FI	32	26	0,8125
2	2022, B, Basel-CH	49	37	0,755102041
3	2023, B, Hamburg-DE	94	64	0,680851064
4	2025, O, Zurich-CH	41	26	0,634146341
5	2025, O, Rotterdam-NL	29	14	0,482758621
6	2024, B, Trondheim-NO	76	34	0,447368421
7	2022, A, Ghent-BE	28	11	0,392857143
8	2024, B, Szczecin -PL	91	29	0,318681319
9	2025, O, Vienna-AT	59	18	0,305084746
10	2023, B, Utrecht-NL	58	17	0,293103448
11	2022, A, Paris-FR	85	21	0,247058824
12	2023, B, Munich-DE	71	17	0,23943662
13	2022, B, Rimini-IT	26	5	0,192307692

Figure 7 - Reciprocity Ratio Scores

4.4 Macro-Analysis – Pan-European Isomorphism in Contract Practices

As the previous micro-analysis of the contracting content and the comparison the RRS has highlighted, the cases observed within this sample reflect both convergences and divergences in the practices they institutionalize in the company-presenter collaboration within the IPA. While Fabian Eder (2023) highlights pan-European isomorphism as a stabilizing force, driving the transnational structural consolidation in the IPA field, the comparative study of the company-presenter agreements complicates this notion. Contracts and the practices they enforce, are not merely determined by structural pressures but are likewise impacted by institutional agency.

The contracts included in the dataset exhibit strong convergences in the administrative and financial agreements, especially in conditions that respond to external regulatory frameworks. Jurisdiction statements, (EU) labor law references or social security, and taxation obligations, as well as copyright compliance schemes similarly reoccur across cases and could thus be linked to transnational coercive isomorphism. While the regulative focus and phrasing can slightly vary between cases, presenters, striving for legitimacy in broader cultural-political environments often adapt rational administrative logic and narrow econometric policy evaluation schemes (Belfiore, 2004), which incentivizes transactional reciprocity logics in the company-presenter agreements. Thus the closer the

contract RRS is to 0, the more terms stress legal compliance over relational flexibility, the more they are driven by coercive mechanisms.

Beyond such external cultural and legal pressures, similarities in the contracted terms and practices across cases were also observed in aspects of the agreement ungoverned by national or transnational regulations. Nearly identical definitions of the technical/ productional collaboration, the promotion and PR processes, or of cancelation liabilities might be linked to mimetic isomorphism, where presenters, striving to gain legitimacy amongst their peers and reduce uncertainties in the collaboration with artistic agents, adopt the common ‘best practices’ in the field (in Caves: ‘best-feasible’ property). Furthermore, normative pressures, driven by the progressing formal and informal exchanges of IPA professionals in transnational networks, further circulate and manifest such ‘best-practices’ in the IPA field across different countries.

At the same time, and as reflected in the geographic spread of reciprocity ratio scores (see Figure 8 - Geographical Spread & Reciprocity Ratio Scores), the analytical comparison has highlighted transnational divergences, regional trends, and outliers resembling more relational practices in the company-presenter agreements. While the German, Austrian, Dutch, and French cases opt to stress compliance with local ‘fair-practice’ codes and social security protection schemes to create and maintain more sustainable working conditions, the Swiss and Scandinavian examples are comparably the most pro-active in the disruption of exploitive precarious working standards. Ethical guidelines creating and maintaining anti-harassment, or inclusivity practices in the company-presenter agreements, as found in Trondheim (2023) and Zurich (2025) are examples of how the purposeful actions of organizations are capable of negotiating dominant regimes, to form new relational standards more in line with their individual organizational values and logics. These newly created relational ‘best practices,’ similar to their transactional counterparts, have the potential to be copied and further institutionalized in (transnational) peer exchanges in the long run.

Next to the geographical divergence, differences in contract conditions and the collaborative practices they enforce can also be related to different types of presenters. While the public theater institutions observed within this sample enforce comparably more rigid and economically driven standards than the smaller or less hierarchically structured presenters and festivals. While institutions like Munich (*RRS*: 0,239) or Paris (*RRS*: 0,247) naturally mirror the rational-administrative behaviors

of the public institutions they depend on, the practices observed in cases like Basel (RRS: 0,755) or Helsinki (RRS: 0,812) rather resemble individual or organizational efforts concerned with peer legitimacy in transnational exchange networks. Yet neither the geographic nor the structural parameters are reliable predictors for the dominant reciprocity logic resembled in written agreements, as the comparison of the two German examples suggests: While both are categorized as public institutions, and are operating under very similar legal regulations and cultural norms, they are located at the opposite ends of the reciprocity score, with Hamburg (RRS: 0,680) standing out as one of the most relational and socio-culturally driven examples, and Munich (RRS: 0,239) as one of the most transactional, economically-driven cases.

These elaborations suggest that even in highly institutionalized environments presenters internalize a degree of agency, that enables them to renegotiate the transactional collaborative standards evident in the comparison conducted. Moreover, the socio-culturally driven best-practices discovered in the comparison are not linked to external coercive pressures but rather created and maintained in transnational peer exchanges, which feed mimetic and normative pressures in the IPA networks from inside the field. With respect to the RRS comparison it can be followed, that cases scoring closer to 1, thus the more they prioritize relational values over transactional gains, reclaim comparably more agency over the taken-for-granted working conditions in the company-presenter collaboration.

While Eder (2023) rightly identifies isomorphic pressures as stabilizing forces in the IPA field, this macro-level analysis has revealed its ambiguity: External coercive pressures can relate in transactional over-standardization of processes, but individual presenters, as institutional agents, can reclaim agency over the collaborative standards through peer-driven mimetic and normative mechanisms from inside the field. Contracts thus become sites where institutional pressures and logics are actively negotiated – not passively adopted.

CASE	TOTAL
2023, B, Helsinki-FI	0,8125
2022, B, Basel-CH	0,755102041
2023, B, Hamburg-DE	0,680851064
2025, O, Zurich-CH	0,634146341
2025, O, Rotterdam-NL	0,482758621
2024, B, Trondheim-NO	0,447368421
2022, A, Ghent-BE	0,392857143
2024, B, Szczecin -PL	0,318681319
2025, O, Vienna-AT	0,305084746
2023, B, Utrecht-NL	0,293103448
2022, A, Paris-FR	0,247058824
2023, B, Munich-DE	0,23943662
2022, B, Rimini - IT	0,192307692

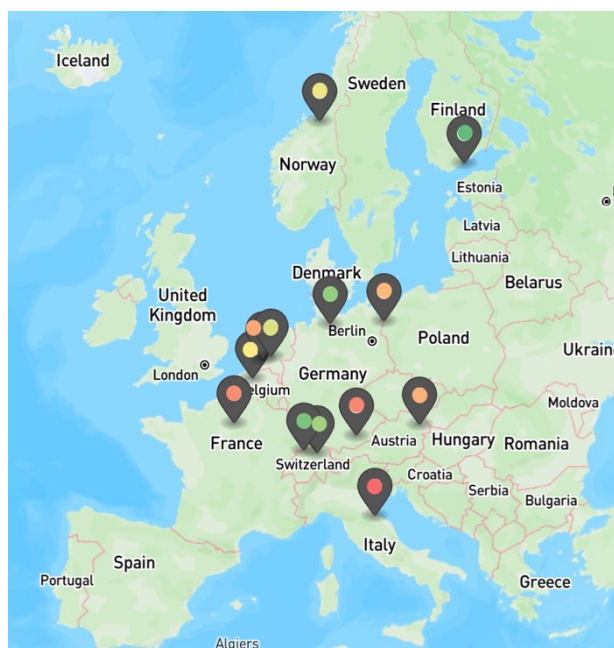


Figure 8 – Geographical Spread & Reciprocity Ratio Scores

5. CONCLUSION

This study set out to investigate the reciprocity logics resembled in written contracts between independent performing arts [IPA] companies and their presenting partners (RQ1) and assess whether convergences in the terms and the practices they encode can be linked to isomorphic pressures (RQ2). By analyzing contracts as dynamic sites of institutional work (Lawrence & Suddaby, 2006; Lawrence et al., 2009) formed under ambiguous reciprocity logics (Powell, 1990), the findings have revealed how contracts negotiate contesting institutional forces.

On the one hand, the agreements issued by presenters are strongly determined by dominant coercive, normative, and mimetic field pressures. Presenters', if considered as solely economically driven, self-interested agents—as often the case in neoliberal, cultural policy context (Belfiore, 2004)—issue contracts to reduce transaction costs in their collaboration with their artistic companies (see Caves, 2000, 2003), while striving for legitimacy in the broader cultural-political environment they operate in (see DiMaggio & Powell, 1983). While such dynamics have contributed to a transnational institutionalization and stabilization of the field and its structural conditions in its pan-European scope (Eder, 2022, 2023), the standardization of processes bears an ambiguous tension, especially in the reciprocal network structures the IPA typically operate in—a field originally rooted in the critique of the institutionalized theater sector and its rigid hierarchies. In a context where both parties essentially rely on each other's trust and knowledge, and the fluidity of exchange between agents, efficiency-driven over-standardization of the collaborative practices, can incentivize the exploitation of structural imbalances—or even structuralize such practices and the precarious socioeconomic conditions currently evident in the field across Europe (see Eder, 2022, 2023) —and will ultimately corrupt the very autonomy and reciprocity the IPA field has been acknowledged for. At the same time as suggested by reports and representatives of international interest groups and associations as the IETM and EIPA suggest (see Eder, 2023), and as the empirical micro-level study of contracts as dynamic sites of ambiguous forces has highlighted, presenters as institutional agents in the IPA field internalize a degree of agency, that enables them to actively resist or disrupt institutional pressures and thus to impact the working conditions their reciprocal partners are challenged by.

While the analytical content analysis of the written guest-performance contracts included in the present dataset has found that all cases predominately enact transactional reciprocity logics in their

conditions and the collaborative practices they encode (also see 4.3 Degree of Institutionalization & Reciprocity Score). Individual, socio-culturally driven ‘best practices’ in the administrative and financial, the (technical) realization and planning, and the PR and promotion agreements were uncovered (also see Appendix 4). While structural imbalances, isomorphic pressures and efficiency rationales might remain evident next to such practices, these can at least be mitigated by shared risk and liability concessions by presenters developing more flexible, and creative while realistic problem-solving scenarios for cases of damage or conflict in their written agreements.

Next to that, it was found, that while especially external pressures such as regulative or legal frameworks typically related to coercive isomorphism, enforce institutions onto a field and its practices top-down, convergences in contracting terms have also been detected in more unregulated aspects of the company-presenter collaboration. The strong similarities especially in the technical/ productional or the promotion terms and processes across the dataset suggest that the vivid, transnational exchange networks foster mimetic adaption amongst peers, which over time impacts normative or even coercive standardization from within the field. Thus, while coercive isomorphism trickles down into practices, mimetic and normative mechanisms appear to be better suited to circulate and manifest new, more collaborative, and relational standards in network structures like the IPA. These micro-level observations hence challenge the notion of isomorphism as an inevitable homogenization mechanism (DiMaggio & Powell, 1983) and complicate Fabian Eder’s assertion of pan-European isomorphism as a key and unilateral mechanism in the field (2023), directing the focus rather towards the agency of the reciprocal network partners in reshaping institutional forces from within the IPA field.

Theoretical Implications

By adopting a practice theoretical lens this study offers an alternative to Caves’ (2000, 2003) economically driven perspective on contracts in the CCS, defining them as passive legal compliance tools solely determined by industry structures and market dynamics. Instead, contracts were conceptualized as socio-culturally embedded artifacts and sites of institutional tensions, mitigating macro-level isomorphic pressures and organizational agency rather than creative and commercial interests. This reconceptualization allows for the assessment of contracts as adaptive yet intentional

practices of institutional agents interpreting and reshaping the collaborative standards in an organizational field.

Next to that, relating empirical micro-level observations to macro-level isomorphic mechanisms, suggests a multidirectional dynamic of such institutional forces. While Eder (2023) has foregrounded the stabilizing effects of pan-European isomorphism in the IPA field, this study has highlighted the destabilizing potential of unilateral institutionalization processes in reciprocal network structures. In line with the practice theoretical shift in institutional theory, this study contributes to the ongoing research on the impact of agency in institutional change processes (Lawrence et al., 2009). While the dynamic tensions observed in the contracts compared in the course of this study could be considered evidence of the ‘paradox of embeddedness’ (Battilana & D’Aunno, 2009), the contractual divergences examined rather suggest that particularly the emergent pan-European field status of the IPA, equips them with the specific field and organizational level conditions that foster individual and organizational institutional agency.

These theoretical implications frame written contracts as well as the IPA field itself, as fruitful empirical sites inviting scientific research to explore the ambiguous dynamics of structure and agency resembled herein to deepen the theoretical understanding of institutional change-making processes in organizational fields operating in reciprocal networks.

Practical and Societal Implications

Yet the implications of this study’s findings, do not remain merely theoretical. Rather three practical recommendations can be formulated for the IPA field and other fields organized in rather unregulated, reciprocal network structures, challenged to balance stabilizing institutionalization forces with individual or organizational autonomy and agency.

First, from a macro-level perspective, national and European cultural policy, along with the funding schemes they employ need to acknowledge the pan-European scope and the precarious lack of long-term structural or transnational support for the IPA companies. While as mentioned coercive pressures and over-standardized frameworks, might only further erode the very capital of the field, there could be learnings for policymakers in the relational ‘best practices’ observed in the company-presenter agreements compared for this study. As in Trondheim (2024) for example, the funding

obligations could be tied to the beneficiary's compliance with ethical guidelines and working standards, or require grant recipients, like in Hamburg (2023) or in the Swiss cases, to inform their collaborators on the applicable social security or tax regulations in the contracts they establish. Such regimes could stimulate the awareness and expertise in the field in how to create and maintain more sustainable working conditions in their collaborations. Similar as through contracting terms, the regulative anchoring of such socio-cultural standards, could not only effectively spread such knowledge, but also enforce compliance.

Second, from a micro-level perspective, the comparative findings might incentivize presenters as first movers in the contracting practices, to adopt more 'hybrid' contracting schemes, and to define more socio-culturally concerned practices that better account for the precarious structural realities of their collaborating partners. In this context, the developed 'reciprocity ratio score' can help presenters, to self-assess their current contract standards, and to make informed and purposeful decisions about potential adoptions. Next to that, the comparison has highlighted a diverse spectrum of contracting terms and conditions that create and maintain more sustainable reciprocal practices in the company-presenter collaboration. Hopefully, through this study, these will gain more visibility in the IPA field and beyond and inspire institutional entrepreneurs to consider adaptations of their contractual standards. For presenters to make these efforts and develop more considerate and socio-culturally driven contracting regimes, is, as the characteristics of reciprocal networks suggest, a long-term investment - not only in stabilizing but in sustaining the IPA fields (transnational) vitality.

While the previous implications could result in a reinforcement of structural dependency between the essentially independent collaborators in IPA networks, the last implication rather suggests a shift in the power dynamics in contracting practices. For artistic companies to radically reclaim agency over the collaborative standards in the field they formed from grassroots organizations, they need to internalize the first-mover position in the contracting process. Looking at transactions in other markets it is indeed rather atypical for the client of a service, in this case the IPA presenter, to establish the contract conditions. Based on existing field-specific best practices and developed in peer exchanges between companies and presenters, and with the help of local or transnational IPA interest associations or even (EU) cultural policymakers, templates for such company-issued contracting schemes could be established, continuously revised, and distributed in the field.

Limitations & Further Research

The comparative micro-level findings reported in this study uncovered that written contracts, their terms, and conditions predominantly resemble transactional reciprocity logics, which have a significant impact on the collaborative practices they encode in the company-presenter collaboration in IPA networks. Limited by the scope of the dataset constructed for this research though, the observations are not fully representative of all contract schemes or company-presenter relationships across the pan-European field (also see 3.2 & 3.4). At the same time, the analytical approach and framework developed, conceptualizing reciprocity and its ambiguity as a network-specific institutional logic, thus linking micro- and macro-level considerations, and the development of a reciprocity ratio score especially, are pioneering and urges for further application to test of its fertility in further exploring collaborative and institutional dynamics in the IPA and beyond.

The observation period and geographic spread of the sample employed for this study, limited by the financial and timely resources available for this research, is skewed towards central and northern European countries and only captures a comparably short period in time. Thus, further empirical research on the institutional logics and mechanisms resembled in contracting practices in the IPA networks, is recommended to adopt the developed frameworks in more longitudinal studies while extending the sample scope to include the far south/ eastern and western regions of Europe, to better capture the pan-European dimension of the field and the developments in the often slow institutional change processes over time. Also expanding the analysis to other forms of collaborations (e.g. co-production, or residency contracts) or agreements between different groups of collaborators (e.g. companies contracting collaborators) in the field could contribute to the continuous scientific mapping of the IPA and the exploration of the impact of micro-level agency in its structural forming.

Moreover, the exploration of *written* contracts as social artifacts and sites of ambiguous reciprocity logics was especially useful in uncovering dominant institutional forces. At the same time, this ambiguity of reciprocity might not only be resembled in institutionalized practices. To further explore the micro-level dynamics between IPA agents and the collaborative logics they resemble, the analytical framework designed for this study might further inform qualitative research on ‘reciprocity practices’ in (group-) interviews with artists and presenters or in field observations, which could contribute to the empirical understanding of how conscious or unconscious reciprocity and structural

power imbalances are perceived or negotiated by agents in more informal aspects of the company-presenter collaboration.

Next to that, this research treats written clauses of contracts as enacted collaborative practices and behaviors. While most contract clauses do require or enforce particular actions of contractors on paper, critics might argue that these remain sole proxies for intended or expected practices that may not be enacted in reality (Remic, B., comment in thesis draft, 30.05.2025). While this dimension could inform future qualitative research on the reciprocity of network collaborations in the IPA field, the researcher's field experience indeed confirms, that terms are often not as rigidly binding as they are phrased, and that contractors are often informally renegotiating conditions, especially in unexpected or emergency circumstances. Likewise, that does not devalue the fact that the contracting terms and conditions, their wording, and structure were intentionally designed and thus encode the contractor's priorities, expectations, and definitions of best practices in the collaboration- or short: their internalized organizational logic. Moreover, the agreements made and signed in the written contract will ultimately be legally binding in cases of unresolvable disputes, that cannot be resolved by ad hoc compromises or goodwill of any party.

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APPENDIX 1 – List of Contract Cases

Databank - Negotiating Reciprocity: Contracts as Institutional Work in Europe’s Independent Performing Arts - List of Cases

document name	artist	year	city	country	type	pages	sections	contractors	structure
1 2022, A, Paris-FR	A	2022	Paris	FR	presenter	12	10	The Presenter/ The Producer	1) intro/ subject, 2) obligations producer, 3) obligations presenter, 4) financial agreements, 5) (technical) realization, 6) house rules, 7) insurance, 8) PR & Communication, 9) cancelation & liabilities, 10) Jurisdiction
2 2022, A, Ghent-BE	A	2022	Ghet	BE	presenter	3	5	Organizer/ Company	1.) intro/ subject, 2.) financial agreements, 3.) PR&Communication, 4.) particular agreements, 5.) termination/ cancelation
3 2022, B, Rimini-IT	B	2022	Rimini	IT	festival	2	9	Association/ Company	1) intro/ subject, 2+3) financial agreement, 4) company's obligations, 5) associations obligations, 6) author rights, 7+8) cancelation & liabilities, 9) PR & communication
4 2022, B, Basel-CH	B	2022	Basel	CH	festival/ presenter	4	7	Presenter/ Company/ Parties	1.) intro/ subject, 2) (technical)realization, 3) financial agreement, 4) pr& communication, 5.) Insurance, 6.) cancelation/ liabilities, 7.) other/ general
5 2023, B, Utrecht-NL	B	2023	Utrecht	NL	festival	5	8	the Organizer/ the Company	1) Introduction/ subject, 2) (technical)realization, 3) financial agreement, 4) Pr&communication, 5) safety & liability, 6) privacy, 7) termination/ cancelation & liabilities, 8) other/ general
6 2023, B, Munich-DE	B	2023	München	DE	city theater institution	5	7	NAME/ Gastspielpartner	1.) intro/ subject, 2.) responsibilities company, 3.) respnsibilities presenter, 4.) financial agreements, 5.) ticketing 6.) cancelation/ liabilities 7) oither/ general
7 2023, B, Hamburg-DE	B	2023	Hamburg	DE	city theater institution	9	15	NAME/ Vertragspartner*in	1) introduction/ subject, 2) financial agreement, 3) travel costs and resp., 4) payment conditions, 5) guest tickets, 6) technical requirements, 7) pr & communication, 8) copy rights, 9)royalties, 10) insurance, 11) cancelation/ liabilities, 12) additional agreements, 13) confidentiality, 14) termination, 15) other/ general
8 2023, B, Helsinki-FI	B	2023	Helsinki	FI	festival	4	11	the Festival/ the Company	1) introduction/ subject, 2) financial agreement, 3) members of the company, 4) obligations of the company, 5) obligations of the festival, 6) pr & communication 7) ticketing 8) contact persons, 9) juridication, 10) cancelation/ liabilities, 11) signatures
9 2024, B, Trondheim-NO	B	2024	Trondheim	NO	festival/ presenter	4	13	Presenter/ Company	1) presenter, 2) company, 3) intro/ subject, 4)financial conditions, 5) technical realization 6) PR & communication, 7) use of photos, videos, 8) ticketing, 9) insurance, 10) safety regulations, 11) work environment, 12) cancelation & liabilities, 13) general/ other
10 2024, B, Szczecin-PL	B	2024	Stettin	PL	festival/ city theater	8	6	Organizer/ Contractor/ Parties (performance/ festival/ stage)	1) Intro/ subject, 2) organizers responsibilities, 3) contractor's responsibilities, 4) copy right, 5) financial agreements, 6) cancelation & liabilities, 7) confidentiality, 8) general/ other
11 2025, O, Zurich-CH	O	2025	Zürich	CH	presenter	3	5	NAME/ Compagnie	1) subject, 2) (technical)realization of the guest performance,3) financial agreement, 4) pr&communication, 5)cancelation/ liabilities & other/ general
12 2025, O, Vienna-AT	O	2025	Wien	AT	presenter	6	5	Veranstalter/ Ensemble	1) introduction/ subject (1-7), 2) financial agreements (8-13), 3)PR & communication (14-17), 4) technical realization & security (18-21) 5) cancelation/ liabilities & other/ general (22-28)
13 2025, O, Rotterdam-NL	O	2025	Rotterdam	NL	presenter	4	10	Organiser/ Producer/ Production	1) intro/ subject, 2) obligation of the producer, 3) obligations of the organizer, 4) insurance, 5) PR & communication, 6) ticketing, 7) financial agreement, 8) payment mode, 9) cancelation & liabilities, 10) Jurisdiction

APPENDIX 2 – Analytical Framework - Reciprocity & Institutional Work

RECIPROCITY (POWELL)

TRANSACTIONAL (ECONOMIC)

Logic: Contracts as tools to reduce uncertainty & delineate one-off transaction. Self-interest and efficiency are predominant rationals.

RELATIONAL (SOCIOCULTURAL)

Logic: Contracts fostering obligational relations & trust. Sociocultural embeddedness & sustainability drive rationale.

Organizational
Logic

Institutional
Work

creating

Establishing practices & norms to reduce uncertainty & transaction costs

maintaining

Stressing compliance with economic or legal practices & norms

disrupting

creating

Establishing practices & norms to foster the mutuality of the relation & trust

maintaining

Sustaining the mutuality & obligationality of the collaboration beyond the transaction

disrupting

Contesting sole transactional or exploitative practices & norms

INDICATORS

strict fee, payment & deadline terms / strictly delineated responsibilities, roles & liabilities - catering the contractors interests

reinforcing self-employment standards / authority references / strict cancelation or renegotiation terms / penalties

authorship & artistic recognition clauses / process flexibility / shared responsibilities, liabilities & decision making

reinforcing collaborative norms / informative vs. regulative clauses / mentions of collecting societies

fair pay or care-related practices / code of conduct & ethical guidelines

APPENDIX 3 – Reciprocity Coding Example – Helsinki, 2023

Reference	Text Content	Document	Codes
p 1	The travel costs are covered by the Festival. The arrangements will be done in close communication with the Company.	2023, B, Helsinki-FI.pdf	econ_creating, socio_creating
p 1	Soup Talk Wednesday at 12-13:30 in Goethe-institut	2023, B, Helsinki-FI.pdf	econ_creating
p 1	The total fee for Engagement agreed in the Paragraph 1 of this Agreement is of which: is paid by NPN International Guest Performance Fund for Dance directly to The Company and, from which the Festival withdraws tax-at-source1 € (15 %) is paid by the Festival to the Company. The Festival is responsible for the payment of taxes to the Finnish tax authorities.	2023, B, Helsinki-FI.pdf	econ_maintaining, socio_creating
p 1	The Net Compensation of the fee paid by the Festival to the Company is . The Company shall send an invoice of the net compensation (euro) to The Festival, latest . Payment of the fee will be made by bank transfer within 15 days after the invoice was sent.	2023, B, Helsinki-FI.pdf	econ_maintaining
p 2	The Festival shall arrange and pay for housing of The Company as agreed in paragraph 3	2023, B, Helsinki-FI.pdf	econ_creating
p 2	The Festival shall pay per diems to members of The Company as agreed in paragraph 3, for the duration of their stay in Finland except when dinner is served at the venue as catering. The per diems are paid in cash upon the Company members arrival.	2023, B, Helsinki-FI.pdf	econ_creating
p 2	The Company shall provide the finished production necessary for performances of The Engagement including, but not limited to, all performing personnel, management, directors, designers, special equipment, and any other physical aspect of the production.	2023, B, Helsinki-FI.pdf	econ_creating

p 2	The Company shall be responsible for Company salaries and employers' responsibilities (such as social security, pension, insurance, taxes etc.) during the engagement. The Company shall be responsible for the payment of all fees to the choreographer/-s, composers and other copyright owners relating to The Production.	2023, B, Helsinki-FI.pdf	econ_maintaining
p 2	The liability insurance of the Festival covers the staff hired by the Festival and audience members. The Festival will make all front-of-house arrangements and ticket sale.	2023, B, Helsinki-FI.pdf	econ_creating, econ_maintaining
p 2	The marketing, publicity and communication will be the responsibility of the Festival.	2023, B, Helsinki-FI.pdf	econ_creating
p 2	The Festival shall pay and make the arrangements for any necessary local transportation in Finland (airport and housing – venue –housing). The Company shall make the arrangement for any possible local transportation in departure country.	2023, B, Helsinki-FI.pdf	econ_creating
p 2	The Company are responsible for all possible authors' rights regarding the Production	2023, B, Helsinki-FI.pdf	econ_creating, socio_creating
p 2	The Company retains the sole right to manage and direct all artistic matters related to The Production.	2023, B, Helsinki-FI.pdf	socio_maintaining
p 2	The Festival will provide any possible permissions of the use of the venue, including productional and technical personnel and equipment, based on the technical rider of The Production and as negotiated between The Festival and The Company	2023, B, Helsinki-FI.pdf	econ_creating, socio_creating
p 2	a) The Company shall provide The Festival with information and press photos for the promotion of the Production or general publicity of the Festival. The Festival can use the information and	2023, B, Helsinki-FI.pdf	econ_creating, socio_maintaining

p 3	<p>CONTACT PERSONS</p> <p>FESTIVAL Direction & Administration:</p> <p>Logistic: Communication:</p> <p>Technical director:</p> <p>The Company Tour management Technical director</p>	2023, B, Helsinki-FI.pdf	socio_creating, tone-informative/ helpful
p 3	<p>If for any reasons due to the COVID-pandemic the Engagement is not possible to fulfil, the Festival and the Company will make every effort to find another opportunity to present the Production. If no replacement time is found, the Company will be paid 30% of the agreed fee in Paragraph 2.1</p>	2023, B, Helsinki-FI.pdf	socio_maintaining, tone-informative/ helpful
p 3	<p>The capacity of the audience is 80 persons. The Company receives 3 complimentary tickets for each show, for guests of The Company. The Company shall notify The Festival of possible needs of complimentary tickets for the shows for any guests of The Company.</p>	2023, B, Helsinki-FI.pdf	econ_creating, socio_creating
p 3	<p>This agreement may not be assigned or transferred by The Festival or The Company.</p>	2023, B, Helsinki-FI.pdf	econ_maintaining
p 3	<p>b) Credits of programs and respectfully use of all information given by The Company will carefully be observed by the Festival and Theatre.</p>	2023, B, Helsinki-FI.pdf	socio_maintaining
p 3	<p>c) The Festival shall use their best endeavour to promote The Production through display and distribution of the above material and implementation of a press and media campaign.</p>	2023, B, Helsinki-FI.pdf	socio_creating
p 3	<p>d) The Company agrees to accept opportunities for press and media interviews at times to be negotiated.</p>	2023, B, Helsinki-FI.pdf	econ_creating, socio_creating

p 3	e) The Festival will communicate to the audience by means of a pre-announcement or the evening program that it is strictly forbidden to make pictures or sound, video and film recordings during the performances.	2023, B, Helsinki-FI.pdf	socio_maintaining
p 3	f) The Festival agrees that no part of The Production is to be recorded, broadcast, televised, filmed, videotaped or photographed or extended in any way for commercial purposes without the prior permission of The Company. The Company consider permitting (after negotiating with The Festival) such recording for rehearsals, educational and promotional and other noncommercial purposes without additional payment.	2023, B, Helsinki-FI.pdf	econ_creating, socio_maintaining
p 4	11. SIGNATURES This Agreement has been drawn in 2 (two) equally valid copies, one for each contracting partner. _____ On behalf of The Festival: n e a o e ompany: _____	2023, B, Helsinki-FI.pdf	econ_maintaining, socio_creating
p 4	Any of the contracting party, which is unable to fulfil the duties of this contract, is obliged to inform immediately about the oncoming circumstances	2023, B, Helsinki-FI.pdf	socio_creating
p 4	Force Majeure. In case of public unrest, or strike, epidemic, pandemic, interruption or delay of transportation services, state of war or state of emergency, or for any other reason beyond the control of the parties, it is agreed that neither party shall claim damages and that both shall be released from their mutual obligations under this agreement.	2023, B, Helsinki-FI.pdf	econ_maintaining,

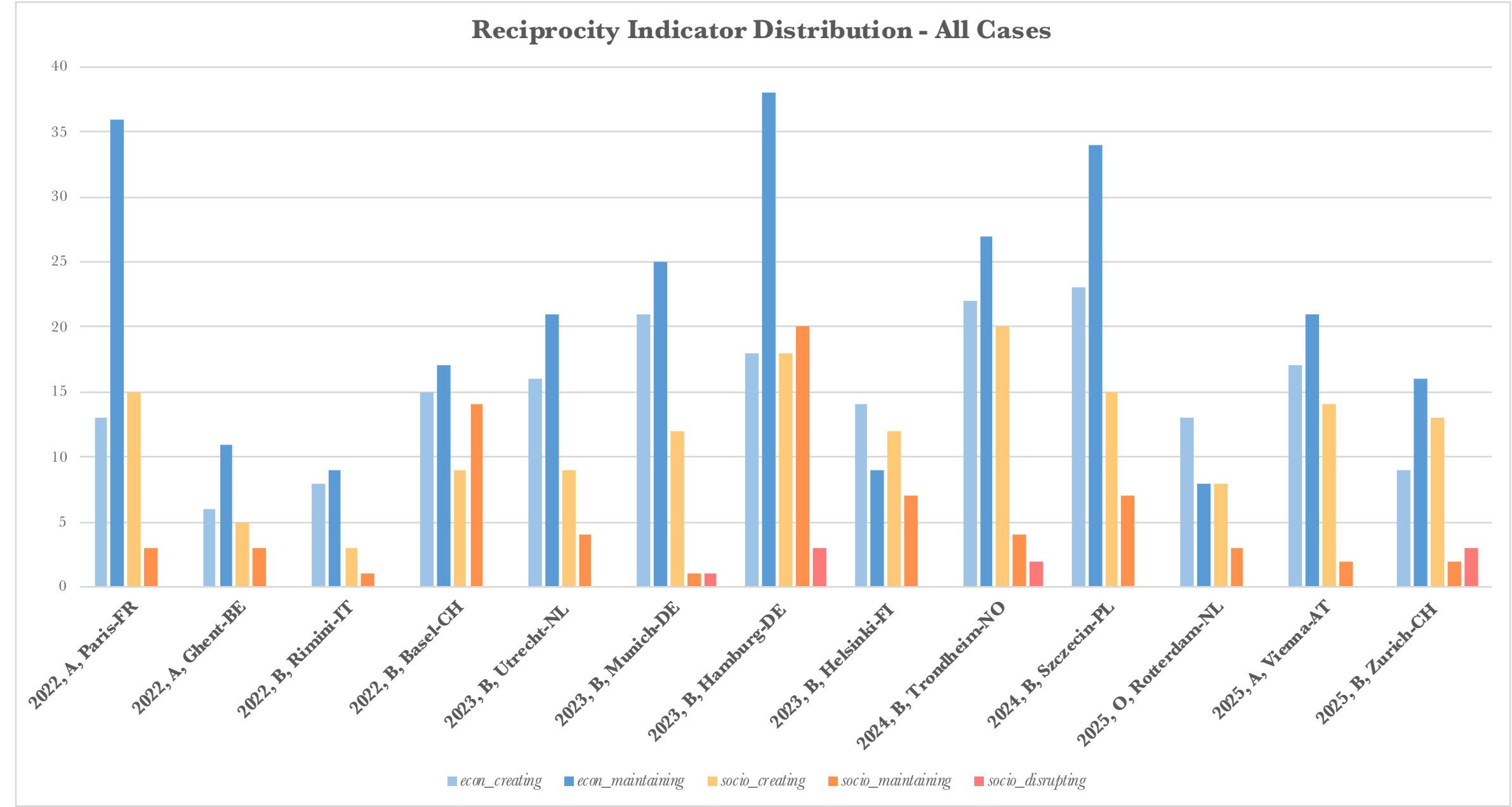
p 4	<p>If for other than Force Majeure reasons any party cancels the Production the other party is entitled to seek remuneration for the expenses that have up till time of occurrence occurred. The demand for the remuneration must be presented in writing within two weeks of being notified of the cancellation.</p> <p>The requested sum is not to exceed the total fee agreed in the Paragraph 2.1 of this Agreement.</p>	2023, B, Helsinki-FI.pdf	econ_maintaining, socio_creating
p 4	<p>In the event that one or more members of The Company are unable to perform because of illness, physical disability or other reason beyond his or her control, The Company shall use its best efforts to furnish a substitute that The Festival agrees to accept.</p>	2023, B, Helsinki-FI.pdf	socio_creating
p 4	<p>This Agreement shall be governed by and construed in accordance with the laws in Finland. Any disputes shall be resolved by negotiation. Legal disputes shall be resolved in the municipal court of Helsinki, but only after all cordial means to avoid legal actions have been undertaken.</p>	2023, B, Helsinki-FI.pdf	econ_maintaining, socio_maintaining

APPENDIX 4 – Summary of Micro-Level Analysis (incl. Coding Indications)

<i>Contractual Topic</i>	<i>Transactional Standards</i>	<i>econ_indicator</i>	<i>isomorphism</i>	<i>Relational Best Practices</i>	<i>socio_indicator</i>	<i>Key Contract References</i>
1. Administrative & Financial Processes						
Employment & Social Security	- Self-employment model: Companies bear all employment, taxation, and social security liabilities.	<i>maintaining</i>	<i>coercive / normative</i>	- Transparency & support: Detailed explanations of tax regulations (Hamburg 2023; Zurich 2025).	<i>creating</i>	Strict: Paris 2022; Stettin 2024
	- Presenters require proof of compliance (e.g., Residence Certificates, AI forms).	<i>maintaining</i>	<i>coercive</i>	- Ethical safeguards: Binding codes of conduct against harassment (Zurich 2025; Trondheim 2024). - Shared obligations: Presenters cover local taxes/royalties (Basel 2022; Helsinki 2023).	<i>creating / maintaining / disrupting</i>	Relational: Hamburg 2023; Zurich 2025; Basel 2022; Helsinki 2023; Trondheim
					<i>creating</i>	
Liability & Insurance	- Companies solely liable for damages to venue/equipment.	<i>maintaining</i>	<i>coercive</i>	- Shared coverage: Presenters co-insure essential equipment (Zurich 2025).	<i>creating</i>	Transactional: Rotterdam 2025; Stettin 2024
	- Presenters insure infrastructure, but rarely cover company assets.	<i>maintaining</i>	<i>normative</i>	- Transparent liability clauses: Clear conditions for presenter liability (Hamburg 2023).	<i>creating</i>	Relational: Zurich 2025; Hamburg 2023
Cancellation & Force Majeure	- Force Majeure (FM): Mutual release from obligations (9/13 cases).	<i>maintaining</i>	<i>coercive / normative</i>	- Loss mitigation: Renegotiation/rescheduling before cancellation (Utrecht 2023; Hamburg 2023).	<i>creating</i>	Strict: Paris 2022; Ghent 2022; Vienna 2025
	- Fault-based cancellation: Fixed penalties (30–100% of fee).	<i>creating / maintaining</i>	<i>mimetic</i>	- Flexible compensation: Proportional fees or actual damages (Hamburg 2023; Trondheim 2024). - COVID exceptions: Partial fee retention and compensation of expanses (Helsinki 2023; Basel 2023).	<i>creating / maintaining / disrupting</i>	Relational: Hamburg 2023; Basel 2022; Helsinki 2023; Trondheim 2024
					<i>creating / maintaining</i>	
2. (Technical) Realization						
Production Planning	- Companies must submit technical riders by strict deadlines (4 weeks–3 months).	<i>creating / maintaining</i>	<i>normative</i>	- Flexible collaboration: Renegotiation of costs for delays (Munich 2023; Hamburg 2023).	<i>creating</i>	Transactional: Paris 2022; Zurich 2025; Vienna 2025
	- Presenters cap technician hours; extra hours at company's cost.	<i>creating / maintaining</i>	<i>mimetic</i>	- Shared problem-solving: Joint safety responsibilities (Utrecht 2023; Trondheim 2024).	<i>creating</i>	Relational: Munich 2023; Hamburg 2023; Utrecht 2023; Trondheim 2024
Resource Commitment	- Presenters provide venue/personnel "as per technical rider."	<i>maintaining</i>	<i>normative</i>	- Unlimited support: No caps on technical personnel (Utrecht 2023; Helsinki 2023).	<i>creating</i>	Vague: Ghent 2022; Rimini 2023 Supportive: Utrecht 2023; Helsinki 2023
3. PR & Communication						
PR & Marketing	- Companies supply promotional materials free of charge.	<i>creating / maintaining</i>	<i>normative</i>	- Artistic consent: Presenters seek approval for publications (Basel 2022; Hamburg 2023).	<i>creating / maintaining</i>	Unilateral: Vienna 2025; Stettin 2024; Utrecht 2023
	- Unilateral control over branding/promotion ("usual standards").	<i>maintaining</i>	<i>coercive / normative</i>	- Credit assurance: Mandatory attribution (Helsinki 2023; Basel 2022).	<i>creating</i>	Collaborative: Paris 2022; Hamburg 2023; Basel 2022; Helsinki 2023
Copyright & Ownership	- Companies guarantee third-party copyright clearance.	<i>maintaining</i>	<i>normative</i>	- Audience restrictions: Ban on recordings during performances (Basel 2022; Helsinki 2023).	<i>creating</i>	Compliance-focused: German/Swiss/French cases
	- Presenters pay music royalties via local agencies (GEMA/SUISA/SACEM).	<i>maintaining</i>	<i>coercive</i>	- Artistic control: Company retains sole rights over artistic decisions (Helsinki 2023).	<i>creating</i>	Artist-centric: Basel 2022; Hamburg 2023; Helsinki 2023
				- Explicit consent: Required for recordings/streams (Hamburg 2023).	<i>creating / maintaining</i>	

APPENDIX 5 – Reciprocity Indicator Distribution Chart - All Cases

	2022, A, Paris-FR	2022, A, Ghent-BE	2022, B, Rimini-IT	2022, B, Basel-CH	2023, B, Utrecht-NL	2023, B, Munich-DE	2023, B, Hamburg- DE	2023, B, Helsinki-FI	2024, B, Trondheim- NO	2024, B, Szczecin-PL	2025, O, Rotterdam- NL	2025, A, Vienna-AT	2025, B, Zurich-CH	Totals
econ_creating	13	6	8	15	16	21	18	14	22	23	13	17	9	195
econ_maintaining	36	11	9	17	21	25	38	9	27	34	8	21	16	272
socio_creating	15	5	3	9	9	12	18	12	20	15	8	14	13	153
socio_maintaining	3	3	1	14	4	1	20	7	4	7	3	2	2	71
socio_disrupting	0	0	0	0	0	1	3	0	2	0	0	0	3	9
Totals	67	25	21	55	50	60	97	42	75	79	32	54	43	763



APPENDIX 6 – Declaration - Use of AI

Declaration: Use of Generative AI

Name: Kira Koplin // Student ID: 694839

Course Name: Master Thesis

Instructor Name: Blaž Remic

Assignment Title: Negotiating Reciprocity: Contracts as Institutional Work in Europe's Independent Performing Arts

Acknowledgment of Generative AI Tools

I acknowledge that I am aware of the existence and functionality of generative artificial intelligence (AI) tools, which are capable of producing content such as text, images, and other creative works with limited user input.

GenAI was used for this study to:

- Writing improvements, including grammar and spelling corrections (Microsoft 365, 16.92; Grammarly, 1.121.1.0)
- Language translation from German content to English (GPT-3.5, -4.5)
- A Table summarizing the micro-level analytical findings (Figure 4/ Appendix 4) was generated with GenAI (DeepSeek-R1, 2024). The reciprocity and isomorphism indicators in Appendix 4 were additionally added by the author.
 - > A copy of the detailed prompt and output is enclosed.
- The abstract of this study was generated with GenAI (DeepSeek-R1, 2024). Minor alterations were made by the author.
 - > A copy of the detailed prompt and output is enclosed.

☒ I declare that I have used generative AI tools, specifically Chat GPT and Grammarly (free version), in the process of creating parts or components of my course assignment. The purpose of using these tools was to aid in generating content or assisting with specific aspects of the assignment.

Extent of AI Usage

☒ I confirm that while I utilized generative AI tools to aid in content creation, the majority of the intellectual effort, creative input, and decision-making involved in completing the assignment were undertaken by me. I have enclosed the prompts/logging of my GenAI tool use in an appendix.

Ethical and Academic Integrity

☒ I understand the ethical implications and academic integrity concerns related to the use of AI tools in coursework. I assure that the AI-generated content was used responsibly, and any content derived from these tools has been appropriately cited and attributed according to the guidelines provided by the instructor and the course. I have taken necessary steps to distinguish between my original work and the AI-generated contributions. Any direct quotations, paraphrased content, or other forms of AI-generated material have been properly referenced in accordance with academic conventions.

By signing this declaration, I affirm that this declaration is accurate and truthful. I take full responsibility for the integrity of my assignment and am prepared to discuss and explain the role of generative AI tools in my creative process if required by the instructor or the Examination Board. I further affirm that I have used generative AI tools in accordance with ethical standards and academic integrity expectations.

Signature: Kira Koplin

Date of Signature: 13.06.2025

PROMPT DOCUMENTATION: Figure 4/ APPENDIX 4, 05.06.2025

pls give me a table, presenting an overview on the reciprocal standards and the sociocultural best-practices detected in the following excerpt. > make sure to keep the right references to the contract sources

4. RESULTS [full section copied]

Thought for 62 seconds

We are creating a table that presents an overview of reciprocal standards and sociocultural best practices detected in the excerpt.

The table should be structured by the three main topics:

- 1. Administrative & Financial Processes
- 2. (Technical) Realization
- 3. PR & Communication Processes

For each topic, we will note:

- The reciprocal standards (how obligations are distributed and the reciprocity logic)
- The sociocultural best practices (practices that create, maintain, or disrupt transactional economic or relational sociocultural institutions)
- Specific contract examples (with references) that illustrate these points

We must ensure that we reference the contract sources as provided in the text.

Let's break down the information from the excerpt for each section:

1. Administrative & Financial Processes

This section includes employment, insurance, and cancellation liabilities.

Reciprocal Standards:

- Basic conditions: Presenter covers infrastructural means, travel, accommodation, per diem, and fee. Company provides the production and handles author rights, employment, and insurance for their team. (General across all contracts)
- Employment: Companies are self-employed and bear all employment, taxation, and social security obligations. Presenters may require certificates (e.g., Residence Certificate, A1 form) to comply with local laws. (Paris 2022; Stettin 2024; Zurich 2025; Basel 2022)
- Insurance: Company holds sole liability for damages caused by their behavior on presenter's infrastructure. Presenters detail their own insurance coverage. (Rotterdam 2025; Hamburg 2023; Zurich 2025)
- Cancellation & Force Majeure:
- Force Majeure: Immediate release from obligations in most cases; some presenters renegotiate/reschedule (Utrecht 2023; Helsinki 2023; Munich 2023; Hamburg 2023). COVID exceptions: partial fee payment (Helsinki 2023; Utrecht 2023) and coverage of travel costs (Basel 2023).
- Fault-based cancellation: Fixed penalties (30-100% of fee) or proportional/actual damages. (Stettin 2024: 30%; Vienna 2025: 50%; Paris 2022, Ghent 2022, Utrecht 2023, Rimini 2023: 100%; Munich 2023, Zurich 2025: proportional; Basel 2022, Hamburg 2023, Helsinki 2023, Trondheim 2024, Rotterdam 2025: actual damages)

Sociocultural Best Practices:

- **Employment**:
- Informative clauses: Hamburg (2023) provides a fact sheet on taxes; Zurich (2025) details tax exemption possibilities.
- Ethical standards: Munich (2023) and Hamburg (2023) reference minimum wage acts; Zurich (2025) and Trondheim (2024) include ethical guidelines and zero tolerance for harassment. Trondheim explicitly considers such breaches as material and allows contract termination.
- **Insurance**:
- Transparency and shared coverage: Zurich (2025) co-insures company equipment up to a limit and requires an inventory. Hamburg (2023) details liability conditions.
- **Cancellation**:
- Mitigation of company risk: Hamburg (2023) differentiates between presenter and company cancellation: graduated compensation (50-100%) if presenter cancels, but only actual damages if company cancels.

2. (Technical) Realization

This section covers the technical and production processes.

Reciprocal Standards:

- Company must provide a technical rider (all cases).

- Transactional approaches: Deadlines for technical info (4 weeks to 3 months) and consequences for delay (e.g., presenter may not provide technical means or even cancel) (Zurich 2025; Munich 2023; Vienna 2025). Caps on technical personnel hours and extra costs for additional hours (Paris 2022; Basel 2023; Vienna 2025).
- Collaborative approaches: Flexibility in renegotiating costs/workflows (Munich 2023; Hamburg 2023; Utrecht 2023; Trondheim 2024).

Sociocultural Best Practices:

- ****Collaborative problem-solving****: Utrecht (2023) and Trondheim (2024) stress mutual support and shared responsibilities in technical realization and safety.
- ****Flexibility****: Munich (2023) and Hamburg (2023) allow renegotiation of additional costs due to late submission of plans.
- ****Counterexamples (lack of commitment)****: Ghent (2022) and Rimini (2023) have very vague technical clauses, failing to provide reliable commitments.

3. PR & Communication Processes

This section includes PR, marketing, and author right regulations.

Reciprocal Standards:

- Company provides promotional materials (photos, videos, credits) free of charge and guarantees against third-party copyright claims. (Utrecht 2023; Rimini 2022; Rotterdam 2025; Munich 2023; Stettin 2024)
- Presenter handles promotion and ticket sales, but may unilaterally define standards. (Trondheim 2024; Ghent 2022; Zurich 2025; Vienna 2025)
- Presenter often claims broad rights to use promotional materials without limitations. (Utrecht 2023; Stettin 2024)
- Royalties: Presenter pays music royalties via local agencies (SUISA/SSA in CH, GEMA in DE, SACEM in FR) based on company-provided information. (German, Swiss, French cases)

Sociocultural Best Practices:

- ****Respect for artistic integrity****:
 - Presenter seeks company approval for publications (Basel 2022; Hamburg 2023).
 - Presenter credits the company and respects the spirit of provided documentation (Paris 2022; Basel 2022; Hamburg 2023; Helsinki 2023).
- ****Protection of author rights during performance****:
 - Basel (2022) and Helsinki (2023) inform the audience about the prohibition of recording. Helsinki also requires company permission for any commercial recording.
 - Helsinki (2023) states that the company retains sole artistic control.
- ****Transparency in copyright and recording rights****:
 - Hamburg (2023) details recording and streaming rights, requiring company consent for each use.

Now, we can structure the table accordingly.

Note: The excerpt mentions 13 contracts from 10 countries, but specific contracts are referenced by city and year. We must use these references as provided.

Below is a structured overview of **reciprocal standards** and **sociocultural best practices** identified in the excerpt, categorized by the three core contractual topics. Each entry includes contract references and key findings.

Table: Reciprocal Standards vs. Sociocultural Best Practices in Company-Presenter Contracts

Contractual Topic	Reciprocal Standards	Sociocultural Best Practices	Key Contract References
1. Administrative & Financial Processes			
Employment & Social Security	<ul style="list-style-type: none">- Self-employment model: Companies bear all employment, taxation, and social security liabilities.- Presenters require proof of compliance (e.g., Residence Certificates, A1 forms).	<ul style="list-style-type: none">- Transparency & support: Detailed explanations of tax regulations (Hamburg 2023; Zurich 2025).- Ethical safeguards: Binding codes of conduct against harassment (Zurich 2025; Trondheim).- Shared responsibility: Presenters	<ul style="list-style-type: none">- Strict: Paris 2022; Stettin 2024- Relational: Hamburg 2023; Zurich 2025; Basel 2022; Helsinki 2023; Trondheim

Contractual Topic	Reciprocal Standards	Sociocultural Best Practices	Key Contract References
		cover local taxes/royalties (Basel 2022; Helsinki 2023).	
Liability & Insurance	<ul style="list-style-type: none">- Companies solely liable for damages to venue/equipment.- Presenters insure infrastructure, but rarely cover company assets.	<ul style="list-style-type: none">- Shared coverage: Presenters co-insure essential equipment (Zurich 2025).- Transparent liability clauses: Clear conditions for presenter liability (Hamburg 2023).	<p>Transactional: Rotterdam 2025; Stettin 2024</p> <p>Relational: Zurich 2025; Hamburg 2023</p>
Cancellation & Force Majeure	<ul style="list-style-type: none">- Force Majeure (FM): Mutual release from obligations (9/13 cases).- Fault-based cancellation: Fixed penalties (30–100% of fee).	<ul style="list-style-type: none">- Loss mitigation: Renegotiation/rescheduling before cancellation (Utrecht 2023; Hamburg 2023).- Equitable compensation: Proportional fees or actual damages (Hamburg 2023; Trondheim 2024).- COVID exceptions: Partial fee retention (Helsinki 2023; Utrecht 2023).	<p>Strict: Paris 2022; Ghent 2022; Vienna 2025</p> <p>Relational: Hamburg 2023; Basel 2022; Helsinki 2023; Trondheim 2024</p>
2. (Technical) Realization			
Production Planning	<ul style="list-style-type: none">- Companies must submit technical riders by strict deadlines (4 weeks–3 months).- Presenters cap technician hours; extra hours at company’s cost.	<ul style="list-style-type: none">- Flexible collaboration: Renegotiation of costs for delays (Munich 2023; Hamburg 2023).- Shared problem-solving: Joint safety responsibilities (Utrecht 2023; Trondheim 2024).	<p>Transactional: Paris 2022; Zurich 2025; Vienna 2025</p> <p>Relational: Munich 2023; Hamburg 2023; Utrecht 2023; Trondheim 2024</p>
Resource Commitment	<ul style="list-style-type: none">- Presenters provide venue/personnel "as per technical rider."	<ul style="list-style-type: none">- Unlimited support: No caps on technical personnel (Utrecht 2023; Helsinki 2023).	<p>Vague: Ghent 2022; Rimini 2023</p> <p>Supportive: Utrecht 2023; Helsinki 2023</p>
3. PR & Communication			
PR & Marketing	<ul style="list-style-type: none">- Companies supply promotional materials free of charge.- Presenters control branding/distribution ("usual standards").	<ul style="list-style-type: none">- Artistic consent: Presenters seek approval for publications (Basel 2022; Hamburg 2023).- Credit assurance: Mandatory attribution (Helsinki 2023; Basel 2022).	<p>Unilateral: Vienna 2025; Stettin 2024; Utrecht 2023</p> <p>Collaborative: Paris 2022; Hamburg 2023; Basel 2022; Helsinki 2023</p>
Copyright & Ownership	<ul style="list-style-type: none">- Companies guarantee third-party copyright clearance.- Presenters pay music royalties via local agencies (GEMA/SUISA/SACEM).	<ul style="list-style-type: none">- Audience restrictions: Ban on recordings during performances (Basel 2022; Helsinki 2023).- Artistic control: Company retains sole rights over artistic decisions (Helsinki 2023).- Explicit consent: Required for recordings/streams (Hamburg 2023).	<p>Compliance-focused: German/Swiss/French cases</p> <p>Artist-centric: Basel 2022; Hamburg 2023; Helsinki 2023</p>

PROMPT DOCUMENTATION: Abstract, 11.06.2025

*MA DRAFT_Negotiating Reciprocity_Kira Koplin.docx

DOCX 1.25MB

i have uploaded my current master thesis draft - pls generate an abstract between 350 and max. 500 words, can be a bit catchy, but still scientific - there is an abstract included in document, but the thesis developed since i wrote this, and i would like to revise this.

Thought for 23 seconds

Okay, the user has shared a draft of their master's thesis on contract practices in Europe's independent performing arts (IPA) sector. They need a revised abstract between 350-500 words that reflects the current state of their research since their original abstract is outdated.

First, I need to understand the core arguments and findings in this dense 100+ page document. The thesis examines how written contracts between artistic companies and presenters institutionalize different forms of reciprocity (transactional vs relational) and whether these show pan-European convergence due to isomorphic pressures.

Key elements to highlight:

- The methodological innovation: qualitative analysis of 13 contracts from 10 countries using institutional work framework and a novel "Reciprocity Ratio Score"
- Central finding: contracts predominantly enforce transactional logics (self-employment standards, rigid liabilities) driven by coercive isomorphism (EU regulations, tax compliance)
- Significant nuance: relational outliers exist where presenters share risks/insurance or implement ethical guidelines, showing agency to reshape norms
- Theoretical contribution: repositions contracts as sites of institutional negotiation rather than passive legal tools
- Practical implications: need for policy interventions and presenter-led reforms to sustain reciprocity

The user likely wants this abstract to:

- Sound academically rigorous but accessible
- Clearly state research gaps (micro-level practices understudied despite Eder's macro analysis)
- Emphasize their original methodology and findings
- Balance scholarly tone with slight catchiness ("sites of institutional work" is a strong hook)

Word count management will be crucial - must distill complex arguments concisely. The original abstract's structure (problem → methods → findings → implications) remains valid but needs updating with new evidence. Should particularly amplify the agency angle since their analysis shows presenters aren't just passive rule-takers.

Also noting the user's identity: a culturally embedded researcher (8 years as production manager) writing for academic and practitioner audiences. The abstract should bridge these worlds by showing scholarly contribution while hinting at practical tools like the reciprocity score.

Here is a revised abstract (390 words) reflecting your thesis developments, balancing academic rigor with accessible framing:

Negotiating Reciprocity: Contracts as Institutional Work in Europe's Independent Performing Arts

Europe's Independent Performing Arts (IPA) field thrives on transnational collaborations between project-based artistic companies and presenters, yet faces systemic precarity. While Fabian Eder's (2023) macro-level study revealed pan-European isomorphism stabilizing IPA structures, it also highlighted imbalances destabilizing the field. This thesis shifts focus to the micro-level, asking: *What forms of reciprocity are institutionalized in company-presenter contracts?* (RQ1) and *Do these contracts exhibit transnational convergence linked to isomorphic pressures?* (RQ2).

Through qualitative content analysis of 13 guest performance contracts (2022–2025) from 10 European countries, this study reconceptualizes contracts as dynamic **sites of institutional work** (Lawrence & Suddaby, 2006). A practice-theoretical lens

deciphers how competing logics—*transactional* (economic equivalence) versus *relational* (sociocultural embeddedness)—are encoded in clauses. A novel **Reciprocity Ratio Score (RRS)** quantifies the dominance of each logic per contract.

Findings reveal **institutional duality**: Contracts predominantly enforce *transactional* practices—rigid liability terms, unilateral penalties, and EU compliance clauses—driven by coercive isomorphism (e.g., tax/employment regulations). However, relational outliers emerge: 30% of cases standardize ethical guidelines (e.g., anti-harassment protocols), shared insurance, or proportional cancellation liabilities. These outliers represent intentional efforts to *disrupt* exploitative norms and sustain mutual trust through sociocultural reciprocity.

Transnational convergence is evident in administrative/technical clauses, reflecting mimetic adoption of "best practices." Yet divergence persists: German, Swiss, and Scandinavian presenters lead in relational innovation (e.g., Hamburg's graduated cancellation fees; Zurich's co-insurance), while Southern/Central European contracts lean transactional. Critically, **presenters exercise agency**: as first-movers drafting contracts, they negotiate isomorphic pressures, balancing top-down regulations with bottom-up relational repair.

The study concludes that contracts are **both products and acts of resistance** within the IPA's institutional field. While Eder advocates structural governance, this research emphasizes *stakeholder agency* in shaping sustainable reciprocity. Practically, it urges presenters to adopt hybrid contracting and policymakers to incentivize socioethical standards. The RRS framework offers a tool for self-assessment and sectoral reform.

Keywords: Independent Performing Arts, Reciprocity, Contracts, Institutional Work, Pan-European Isomorphism, Precarity

Key improvements over your original abstract:

1. **Stronger hook:** Opens with the field's tension (vitality vs. precarity).
2. **Refined methodology:** Clearly positions the "institutional work" lens and RRS innovation.
3. **Nuanced findings:** Highlights institutional duality (not just transactional dominance) and geographic divergence.
4. **Agency emphasis:** Stresses presenters as institutional actors resisting isomorphism.
5. **Practical/theoretical balance:** Links micro-level agency to Eder's macro-analysis while proposing concrete applications (RRS, hybrid contracts).
6. **Crisper implications:** Distills policy/action steps without oversimplifying.

Let me know if you'd like to adjust specific emphases (e.g., deeper methodology/theory details or expanded practical takeaways).

APPENDIX 7 – Informed Consent Form

INFORMED CONSENT FORM

Project Title and version	Master Thesis – Cultural Economics & Entrepreneurship Reciprocity in practice – Contracts in the Independent Performing Arts. <i>(working title)</i>
Names of Re-searchers	Kira Koplin
Name of Organisation	Erasmus University Rotterdam – Erasmus School of History, Culture, and Communication.
Purpose of the Study	<p>With this study the researchers aims to explore the form of reciprocity established in written contracts, typically governing the network relation of artist groups and independent performing art presenters throughout Europe.</p> <p>Considering the pan-European emergence and institutionalization of the field (Eder) and the ambiguous definition of reciprocity (Powell) the interest emerges, to empirically observe, which forms of relations we find enacted in practice and to what extend the contracting practices present similarities or differences across Europe.</p>
Procedures	<p>A comparative content analysis will be conducted top answer the following Research questions:</p> <p>RQ1: What form(s) of reciprocity are enacted in formal contracts between independent performing artists and organizers across Europe?</p> <p>RQ2: Can Fabian Eder’s findings of pan-European isomorphism in the IPA be confirmed for contracting practices governing the artist-organizer relation?</p> <p>To answer these questions a two dimensional, interpretative text analysis will first, on a micro-level, examine the content and language use of contracts to comparatively highlight how reciprocity is enacted, the macro level analysis will additionally consider the structure and formal layout of the contracts to test them on isomorphism.</p> <p>The examined sample consists of contracts issued by 17 different presenters from 10 European countries, agreed upon negotiated by the researcher (as production manager) for 2 different artist(groups) between 2022-24.</p>
Potential and anticipated Risks and Discomforts	<p>Knowing about the confidentiality and the sensible data typically included in the collaboration contracts between artists and presenters, the researcher will anonymize all information within the documents, which relate to:</p> <p>a) any legal or personal data – like names, addresses etc. giving information on the identity of the contracting partners</p>

Standard EUR Informed Consent Form



	<p>b) any financial or remuneration details - like honorary, bank information etc.. giving information about the financial agreement between the contracting partners.</p> <p>This research stems from an ambition to improve the conditions within a precarious working field and to strengthen agency of their agents rather than aiming to harm any party's reputation.</p>
Potential Benefits	<p>Participation in this study does not guarantee any beneficial results. Still, I hope that the elaborations can help to highlight the relevance to consider contracts as integral part of relational practices form the conditions within the emerging, pan-European IPA field.</p> <p>The framework adopted for this research can help to reflect and gain active agency over their reciprocal network relations, and the ongoing "value work" they are engaging and institutionalizing in their daily practices – not only artistically on stage, or program but in their legal structures and operations.</p>
Sharing the results	<p>This master thesis is due 13th of June 2025. First week of July 2025 defense takes place. The Researcher declares to share the results with the participants after grading.</p> <p>There is no further plan to publish this research outside the academic context. For any further publication, the researcher will be obliged to get in renewed consent of all participants.</p>
Confidentiality	<p>With this consent form the participant grants permission to the researcher to make use of their contracting documents for the analysis described above. The documents will be handled and anonymized as specified in "Potential and anticipated Risks and Discomforts"</p> <p>The documents collected as part of this study will be stored in a secure location in the researchers' offices or on the researcher's password-protected computers and will be destroyed within ten years of the initiation of the study.</p> <p>Next to the involved researcher, only trained research staff will have access to your full-length, anonymized documents.</p>
Right to Withdraw and Questions	<p>Your participation in this research is completely voluntary. You may choose not to take part at all. If you decide to participate in this research, you may stop participating at any time. If you decide not to participate in this study or if you stop participating at any time, you will not be penalised or lose any benefits to which you otherwise qualify.</p> <p>If you decide to stop taking part in the study, if you have questions, concerns, or complaints, or if you need to report an injury related to the research, please contact the primary investigator: kirakoplin@gmail.com</p>

Standard EUR Informed Consent Form



Statement of Consent	<p>Your signature indicates that you are at least 18 years of age and obliged to sign this form as a representative of the organization in question; you have read this consent form or have had it read to you; your questions have been answered to your satisfaction, and you voluntarily agree that you will participate in this research study. You will receive a copy of this signed consent form.</p> <p>If you agree to participate, please check the boxes and sign your name below.</p>	
Secondary use (if applicable)	<p>I consent to have the data be used for secondary analysis</p> <p><input type="checkbox"/> yes</p> <p><input type="checkbox"/> no</p>	
Signature and Date	NAME PARTICIPANT	NAME PRINCIPAL INVESTIGATOR Kira Koplin
	SIGNATURE	SIGNATURE
	DATE XX.XX.2025	