



Grant-in-Aid Agreement E18_1617

between

Ernst von Siemens Music Foundation (CHE-102.113.420) headquartered in Zug, Switzerland, represented by the Management in turn represented by **Michael Roßnagl**

(hereafter referred to as the **"Foundation"**)

and

Pražské jaro, o. p. s., Hellichova 18, 118 00 Prague, Czech Republic
represented by **Roman Bělor**

(hereafter referred to as the **"Grant Recipient"**)

Preamble

The Foundation is a Swiss foundation with solely charitable purposes. It primarily sponsors institutions and individuals who are active in the field of contemporary music and musicology. The Grant Recipient has filed an application for support. The relevant body within the Foundation has decided to support the Grant Recipient in line with the provisions of this Agreement.

1. Purpose of the Grant-in-Aid

1.1

The support shall be granted for **the artists' fees of concerts of contemporary music at the Prague Spring International Music Festival 2019** (hereafter referred to as the "Project") until May 27, 2019 (end of project).

1.2

The awarded grant-in-aid sum shall be valid solely with reference to the submitted project description of the fully funded project (incl. the cost and financial plan). This shall also apply where the sponsored project merely forms part of the fully funded project.

2. Grant-in-Aid Sum

The project shall be supported with the grant-in-aid sum **EUR 20.000**.

3. Terms of Payment

3.1

[REDACTED]

3.2

[REDACTED]

4. Acknowledgement of Receipt

The Grant Recipient, or the recipient of payment named by them, shall declare by means of a legal signature written on the acknowledgement of receipt that

[REDACTED]

5. Purpose-Specific Use

5.1

The allocated funds are project-specific. The Grant-in-Aid Recipient shall undertake to use the funds allocated to them solely for the approved project. Entitlement to funding shall only apply when the project is implemented in line with the project description and the cost and financial plan submitted with the grant-in-aid application. This shall also apply for the entire project even if the sponsored project only forms part of the entire project.

5.2

In the event of any changes to the project, project costs or the funding of the sponsored project or the fully funded project, grant-in-aid funding can only be upheld if

[REDACTED]

5.3

[REDACTED]

6. Repayment Obligation and Right to Restitution

6.1

[REDACTED]

6.2

[REDACTED]

7. Taxes and Duties

All taxes and duties relating to a project must be borne by the Grant Recipient.

8. Reference to the Grant-in-Aid

8.1

The Grant Recipient shall undertake to make reference as follows to the Ernst von Siemens Music Foundation's support in all project-related media [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8.2

Reference to the Foundation and the positioning of the logo must make it clear what project is being funded (intended purpose). Mention on a general sponsors or logo page shall not suffice here.

8.3

[REDACTED]

9. Reporting/Conclusion of the Project

9.1

[REDACTED]

9.2

[REDACTED]

10. Publication rights and Data protection

10.1 Foundation's Publication Rights

The Grant-in-Aid agrees that the Foundation may publicize the project and the institution in its media [REDACTED]

[REDACTED]

10.2 Data protection

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11. General Provisions

11.1

Modifications and amendments to this Agreement shall only be legally binding when made in writing.

11.2

Should individual provisions of this Agreement be invalid this shall not affect the validity and enforceability of the other provisions of this Agreement. As far as possible, the parties shall replace the invalid provision with an equally valid provision.

11.3

The transfer of this Agreement or individual rights thereof shall require the written consent of the respective other party under all circumstances.

11.4

This Agreement is subject to Swiss substantive law excluding international treaties.

11.5

The sole place of jurisdiction is the Foundation's headquarters.

Two copies of this Agreement were issued and signed, with a copy for each of the parties.

For the Ernst von Siemens Music
Foundation

For Pražské jaro, o. p. s.

[REDACTED]