

## AGREEMENT FOR OVERSEAS TRANSLATION WORKSHOP GRANT

This Agreement for Overseas Translation Workshop Grant (this “Agreement”) is made and entered into as of the [25] day of [February], 20[21] (“Effective Date”), by and between Literature Translation Institute of Korea, with its principal place of business located at 112 Gil-32, Yeongdong-daero (Samseong-dong), Gangnam-gu, Seoul, 06083, Korea (“LTI Korea”) and [Palacký University Olomouc, Faculty of Philosophy, Department of Asian Studies] with its principal place of business at [Krizkovskeho 10, 779 00 Olomouc, Czech Republic] (“Recipient”) (LTI Korea and Recipient are each a “Party” and collectively the “Parties”).

WHEREAS, Recipient desires to hold and/or host a translation workshop (the “Program”) described in the Application Form (as attached hereto as Exhibit I, which shall form an integral part of this Agreement) submitted by Recipient; and

WHEREAS, this Agreement sets forth the terms and conditions under which Recipient will receive Overseas Translation Workshop Grant (as defined herein) for the Program.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, LTI Korea and Recipient agree as follows:

### ARTICLE 1- DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

1. **Program** means (i) literary events or activities held in or outside of Korea for the purpose of international exchange of Korean literature; (ii) academic events or activities related to Korean literature and translation held in or outside of Korea; or (iii) other events or activities related to globalization of Korean literature held in or outside of Korea for which Recipient seeks to receive the Overseas Translation Workshop Grant by submitting an Application Form to LTI Korea.
2. **Overseas Translation Workshop Grant** means the grant to be awarded by LTI Korea to Recipient in accordance with the terms and conditions of this Agreement.

### ARTICLE 2 - OVERSEAS TRANSLATION WORKSHOP GRANT

LTI Korea shall award Recipient an Overseas Translation Workshop Grant of KRW [REDACTED] (approximately USD [REDACTED] in two installments: Recipient shall receive KRW [REDACTED] (approximately USD [REDACTED]) upon the execution of this Agreement and shall receive the remaining KRW [REDACTED] (approximately USD [REDACTED] upon LTI Korea’s receipt of the Final Report (as defined below) of the Program prepared to the satisfaction of LTI Korea in accordance with Article 5 of this Agreement, provided that, in the event the actual cost of the Program is less than the “Requested Amount” in the Application Form, LTI Korea will only provide what corresponds to the actual cost.

### ARTICLE 3 – RECIPIENT’S OBLIGATIONS

1. Recipient shall use the Overseas Translation Workshop Grant exclusively for the purpose of holding and/or hosting the Program as described in the Application Form and shall not use the Overseas Translation Workshop Grant for any other purpose.

2. Recipient shall immediately report to LTI Korea in the event the Program is cancelled or delayed.

#### ARTICLE 4- PROGRAM PERIOD

Recipient shall complete the Program within the "Period" set forth in the Application Form I. In the event the Program is postponed or delayed, Recipient shall immediately submit a written document detailing the reasons for delay and obtain a written approval of LTI Korea. In the event Recipient delays the Program without LTI Korea's prior written approval, Recipient shall return to LTI Korea the first installment portion of the Overseas Translation Workshop Grant previously awarded to Recipient. In the event the return of any and all Overseas Translation Workshop Grant demanded hereunder is not received within ten (10) days after LTI Korea sends a notice of demand to Recipient, Recipient shall be subject to a late payment penalty of five percent (5%) of the unpaid amount due for each month outstanding until paid, beginning from the date overdue.

#### ARTICLE 5- FINAL REPORT

Upon the completion of the Program and no later than one (1) month after the completion of the Program, Recipient shall submit to LTI Korea a report detailing the outcome and actual cost of the Program, including any and all receipts, settled accounts and invoices related to the Program (the "Final Report"). In the event the Final Report submitted by Recipient is unsatisfactory to LTI Korea, LTI Korea reserves the right to demand Recipient to submit any additional documents to supplement the Final Report and make any necessary revisions or amendments to the Final Report to the satisfaction of LTI Korea. LTI Korea reserves the right to request Recipient to submit any information and materials related to the Program before the completion of the Program and Recipient agrees to comply with such request.

#### ARTICLE 6- RETURN OF GRANT

In the event the Program is cancelled or does not conform to the Application Form or the terms and conditions of this Agreement or the Final Report is falsified or does not accurately reflect the Program, LTI Korea reserves the right, in addition to any other remedies LTI Korea may have under this Agreement, at law or in equity, to demand Recipient to return any and all Overseas Translation Workshop Grant awarded to Recipient by LTI Korea and Recipient agrees to comply with LTI Korea's demand. In the event the return of any and all Overseas Translation Workshop Grant demanded hereunder is not received within ten (10) days after LTI Korea sends a notice of demand to Recipient, Recipient shall be subject to a late payment penalty of five percent (5%) of the unpaid amount due for each month outstanding until paid, beginning from the date overdue.

#### ARTICLE 7 - CHANGES

Changes to the Program cannot be made without the prior written approval of LTI Korea. In the event Recipient has difficulty in holding and/or hosting the Program in accordance with the Application Form or this Agreement, Recipient shall notify LTI Korea in writing describing in detail the reasons for such difficulty and proposing any changes or alternatives to the Program. Recipient shall comply with LTI Korea's decision on how to proceed with the Program.

In the event there are any changes in the amount of grants or supports received by Recipient from other institutions or entities, Recipient shall immediately inform LTI Korea of such changes and LTI Korea may adjust the second installment portion of the Overseas Translation Workshop Grant accordingly. The total amount of grant received by Recipient from LTI Korea and other institutions and/or entities cannot exceed the actual cost of the Program.

## ARTICLE 8– ACKNOWLEDGEMENT OF GRANT

Recipient agrees to publicly acknowledge the Overseas Translation Workshop Grant received from LTI Korea by acknowledging LTI Korea in the Program's publications and promotional materials and/or verbally in any speeches and presentations made during the Program.

## ARTICLE 9 – REPRESENTATIONS AND WARRANTIES

Recipient hereby represents and warrants as follows:

1. Recipient is duly incorporated and in good standing under the laws of [CZECH REPUBLIC] and all other jurisdictions in which it operates;
2. Recipient has all necessary right, power and authority to enter into this Agreement and to perform the acts required of Recipient hereunder; and
3. Recipient's performance of its obligations pursuant to this Agreement will not infringe upon any rights of any third party or violate any applicable law, rule or regulations. In the event Recipient breaches any of its representations and warranties set forth in Article 9, LTI Korea reserves the right to demand Recipient to return any and all Overseas Translation Workshop Grant awarded to Recipient by LTI Korea.

## ARTICLE 10 – INDEMNIFICATION

Recipient shall defend, indemnify and hold harmless LTI Korea from any claims, loss or damages resulting from any negligence (including gross negligence), willful misconduct, fraud, errors or omissions of Recipient or Recipient's directors, officers, employees, contractors and representatives, or the breach of Recipient's representations, warranties and agreement made hereunder.

## ARTICLE 11 –TERMINATION

LTI Korea may terminate this Agreement by written notice to Recipient in any of the following events:

1. In the event of default or breach of any of the terms and conditions of this Agreement by Recipient and Recipient's failure to remedy such default or breach within thirty (30) days of receipt of notice given by LTI Korea to Recipient;
2. Upon the institution by or against Recipient of insolvency, receivership, liquidation, moratorium, bankruptcy or similar proceedings or any other proceedings for the settlement of Recipient's debts;
3. Upon Recipient making an assignment or compromise for the benefit of creditors or a similar proceeding;
4. Upon Recipient's dissolution or ceasing to do business;
5. Appointment of a receiver over any of Recipient's property; and
6. Issuance of an order for an execution of the properties of Recipient pursuant to a judgement.

Nothing in this Section shall affect, be construed, or operate as a waiver of the right of LTI Korea for recovery of any injury or damage incurred, either before or after the effective date of termination hereof, as a result of in connection with such breach.

## ARTICLE 12- DISPUTE RESOLUTION

The Parties hereto will use their best efforts to resolve any dispute or controversy resulting from, or arising in connection with, this Agreement through a good faith negotiation, and, if the Parties are unable to resolve such dispute within thirty (30) days (or such other period to which the parties may agree) after a Party hereto sends a notice of dispute to the other Party, the Parties agree that such dispute shall be finally settled by arbitration in accordance with then effective International Arbitration Rules of the Korean Commercial Arbitration Board. The seat of arbitration shall be Seoul, the Republic of Korea. The language of the arbitration shall be Korean. Any arbitration award will be final and fully enforceable as a judgment in any court of competent jurisdiction.

#### ARTICLE 13 – GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Korea.


#### ARTICLE 14- GENERAL PROVISIONS

1. **NOTICES:** Any written notice or demand required by this Agreement shall be sent by registered or certified mail (return receipt requested), personal delivery, overnight commercial courier, or other guaranteed delivery to the other Party at the address set forth herein. The notice shall be effective (a) as of the date of delivery if the notice is sent by personal delivery, overnight commercial courier or other guaranteed delivery, and (b) as of five (5) days after the date of posting if the notice is transmitted by registered or certified mail.
2. **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either Party to the other with respect to the subject matter of this Agreement, except as referenced herein. This Agreement may be amended only by a written agreement signed by both Parties
3. **SEVERABILITY:** In the event that a court finds any provision of this Agreement invalid and/or unenforceable, the Parties agree that the remaining provisions shall remain valid and in force.
4. **WAIVER:** Neither Party shall be deemed by mere lapse of time (without giving notice or taking other action hereunder) to have waived any breach by the other Party of any of the provisions of this Agreement. Further, the waiver by either Party of a particular breach of this Agreement by the other Party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.
5. **SURVIVAL:** The following provisions shall survive termination or expiration of this Agreement: Articles 6, 9, 10, 11, 12, and 13.
6. **ASSIGNMENT:** Neither Party may not assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other.
7. **REMEDIES NOT EXCLUSIVE:** The remedies available to the Parties under this Agreement are cumulative and not exclusive to each other, and any such remedy will not be deemed or construed to affect any right which either of the Parties is entitled to seek at law, in equity or by statute.

This Agreement, which has been executed in two originals, shall enter into force upon signature by both Parties, with each Party retaining one signed copy.


For and on behalf of

LTI Korea

 (signature)  
Sa-in Kim  
President  
Date of signature: 2021-03-04

For and on behalf of

Recipient

 (signature)  
Zd E (name)  
Dean of the Faculty of Arts  
Date of signature: 2021-03-04

**EXHIBIT 1**

**[APPLICATION FORM]**