

CONTRACT No. 16/ 2022

concluded on 23rd May 2022 in Białystok by and between:

Białostocki Teatr Lalek (Białystok Puppet Theatre) with its registered office in Białystok at No. 1 K. Kalinowskiego Street, 15-875 Białystok, NIP (Tax ID) number: 542-000-03-28, RIK (Cultural Institutions Register) number: 06/09,

represented by **Jacek Malinowski** – Director, hereinafter referred to as “BTL”,
and

Alfa Theatre – cultural institution supported by City of Plzen,

Address: Rokycanská 7, 312 00 Plzen, Czech Republic, NIP (Tax ID) number: CZ 00250937,

represented by **Jakub Hora** – Director, hereinafter referred to as “the Theatre”,

hereinafter referred to jointly as „Parties”, which reads as follows:

§ 1

In connection with the organisation by BTL from 18th June to 25th June 2022 of artistic events in the so-called professional stream within the framework of the **10th International Festival of Puppetry Schools LALKANIELALKA**, hereinafter referred to as “the Festival”, the Parties to this Contract agree as follows:

- 1) The Theatre undertakes to present twice the performance entitled.: “**Everyone Has Their Own Truth**” in Białystok, on 21st June 2022, within the framework of the above mentioned Festival,
- 2) BTL undertakes to:
 - a) pay the remuneration of PLN **30.500** (in words: thirty thousand five hundred Polish zlotys) for the presentation of the above mentioned performance during the Festival,
 - b) provide accommodation in **2 single rooms and 9 double rooms**, as well as cover the costs of meals for the members of the Theatre’s crew, on the days **19-22 June 2022**.

§ 2

1. The payment of the remuneration referred to in § 1 point 2 letter a) shall take place after the staging of the work mentioned in § 1 point 1 and shall be made on the basis of a bill/invoice issued by the Theatre. Payment of the remuneration by bank transfer shall take place only and exclusively if the Theatre provides all data required for the transfer, i.e. bank name, bank address, bank account number, IBAN, SWIFT.
 - Name of bank: Komerční Banka a.s.
 - Address of bank: Goethova 1, 301 00, Plzeň, Czech Republic
 - Bank account number: 3433311/0100
 - IBAN: CZ15 0100 0000 0000 0343 3311
 - SWIFT: KOMBCZPPXXX
2. Remuneration referred to in § 1 point 2 letter a) is subject to a 20% deduction of income tax.

§ 3

1. The Theatre represents that the performance referred to in § 1 point 1 is free from any legal defects, i.e. the Theatre has effectively acquired all rights or obtained all legally required permissions to present the performance referred to in § 1 point 1 and is obliged to cover all costs related thereto.
2. The Theatre agrees to use, including placing on BTL’s website, promotional materials provided by the Theatre, including photographs and recorded fragments of the performance, for archiving and promotional purposes of the Festival mentioned in §1, as well as presenting BTL’s artistic

activities.

3. The Theatre represents that the materials referred to in the above point 2 are free from any legal defects, i.e. the Theatre has effectively acquired all rights to use them in the manner specified in the above point 2.
4. In the event that third parties file claims against BTL due to the infringement of their rights as a result of the presentation of the performance and the use of the materials referred to in the above point 2, BTL shall immediately notify the Theatre, which undertakes to fully settle the aforementioned claims.
5. The Theatre is obliged to insure the crew members taking part in the Festival against accidents and to comply with safety and fire protection regulations in force on BTL's premises.
6. The Theatre undertakes to comply with the rules and organisational guidelines provided by BTL concerning the presentation of the performance, including sanitary rules related to preventing the spread of SARS-CoV-2.

§ 4

1. In case of non-performance of the subject hereof or its improper performance, BTL has the right to reduce the remuneration accordingly or withdraw from the Contract without paying damages.
2. The Parties may avoid liability for non-performance or improper performance of this Contract if such non-performance or improper performance of the Contract is due to a force majeure event. For the purposes of this Contract, "force majeure" shall mean any extraordinary, sudden, external event which makes the performance of an obligation hereunder impossible, which is beyond the control of the Parties, which could not have been foreseen by the Parties at the time of concluding this Contract and which could not have been prevented even with the exercise of special care, including, but not limited to: acts of nature, state of emergency, martial law. Accordingly, the Party seeking rescission shall immediately notify the other Party in writing of the occurrence of a force majeure event justifying such rescission. In the event of a force majeure event, the Theatre shall only be entitled to claim reimbursement of the actual travel costs incurred.
3. The Parties unanimously represent that this Contract is concluded during the epidemic emergency in the territory of the Republic of Poland. Therefore, each of the Parties shall have the right to terminate this Contract until the date of performance of the subject hereof. In such a case, the Parties unanimously agree that these are circumstances for which neither of the Parties is responsible, and the termination of the Contract in this mode shall not give rise to any claims against the other Party.

§ 5

Any amendments to this Contract shall be made in writing, otherwise they shall be deemed ineffective.

§ 6

1. In matters not regulated by this Contract, the relevant provisions of the Polish Civil Code and the Act on Copyright and Related Rights shall apply.
2. The Parties shall attempt to amicably resolve any disputes arising from the performance of this Contract. In case of lack of agreement, disputes shall be resolved by a common court of law having jurisdiction over BTL's registered office.

§ 7

This Contract has been drawn up in two counterparts, one copy for each Party.

the Theatre

BTL

I confirm that I have read and understood the information clause regarding the processing of my personal data by Białostocki Teatr Lalek in order to perform the subject of this Contract.

23.05.2022

Date and signature of the person giving consent

Information clause on personal data processing

In accordance with Article 13 para. 1 and para. 2 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, hereinafter referred to as “GDPR”, **we inform that:**

1. The Administrator of your personal data is Białostocki Teatr Lalek, with its registered office in Białystok, at No. 1 K. Kalinowskiego Street, 15-875 Białystok, tel.: (+48) 85 742 50 31, e-mail address: teatr@btl.bialystok.pl.
2. The Data Administrator has appointed a Data Protection Officer whom you can contact by e-mail: iod@btl.bialystok.pl or by phone: tel. (+48) 85 742 50 31, on all matters concerning the processing of your personal data and exercising your rights in relation to the processing.
3. Your personal data will be processed in order to perform the contract concluded with Białostocki Teatr Lalek, under Article 6 item 1 letter b) of GDPR.
4. Your personal data may be transferred to entities processing data on behalf of the Data Administrator, i.e. to translators, entities providing IT and legal services to the Administrator, and auditors servicing the administrator. If the contract concluded with Białostocki Teatr Lalek is performed under a grant obtained by the Administrator, the data may also be transferred to the operator of the project from which the Administrator obtained the grant.
5. The data provided will not be transferred to a third country or international organisation.
6. Your personal data will be processed on the basis of the contract and the law, for the period necessary for its performance, but no less than 5 years from the completion of the contract under Article 74 item 2 of the Polish Accounting Act and Article 70 item 1 of the Polish Tax Ordinance Act.
7. You have the right to:
 - request the Administrator to access, rectify, erase or restrict the processing of your personal data,
 - object to such processing,
 - transfer data,
 - lodge a complaint with a supervisory authority.
8. If you believe that the Data Administrator’s processing violates the provisions of the GDPR, you have the right to file a complaint with the President of the Office for Personal Data Protection.
9. Providing your personal data is a condition for entering into a contract, and the consequence of failing to provide your personal data will be the impossibility to enter into and perform the contract.
10. The Data Administrator does not provide for the use of the personal data for purposes other than in connection with the performance of the contract.
11. Personal data will not be subject to automated decision-making, including profiling.