

Cooperation Agreement
entered into on.....2023

This cooperation agreement shall govern relations between:

Arton Foundation, with its seat in Warsaw 00-835 ul. Miedziana 11, NIP

hereafter named "the Contractor", represented by

Marika Kuźmicz

on the one hand

and

Moravian Gallery in Brno (name of the organization in its native language: Moravská galerie v Brně)

ID no. 00094871

with its seat Husova 535/18 Brno 662 26, VAT CZ00094871

hereafter named "the Partner", represented by Mgr. Jan Press

on the other hand,

which have agreed as follows:

Article 1

1. This contract shall regulate relations between the Parties, and their respective rights and obligations with regard to their participation in the project named: *Hidden Visegrad Heritage: Artists' Studios on-line* – further as the Project, under the *Contract on the Provision of financial resources from the International Visegrad Fund's Strategic Grant No 22230094* passed between the Contractor and the International Visegrad Fund - further as the Contract, attached to this agreement.
2. Having regard that the partner is specified in the Contract as Partner no 3 for the implementation of the Project, and that the Contractor is obliged to implement the project in compliance with the Contract, the Contractor and the Partner commit themselves to carrying out the work covered by this Agreement.
3. The total cost of the Project for the contractual period referred to by the Contract all financing combined, is at EUR 53,600.00 taxes and duties included.

Article 2

1. The implementation period for the Project last from 1.03.2023 to 30.06.2025
2. The period of eligibility of the costs starts on 01.03.2023 and finishes on 30. 06.2025.

Article 3

1. The project shall be divided into the following tasks as specified in the Application attached to this Agreement:

- a) research - carried out between 1.3. 2023 and 1.3. 2024
- b) workshops - organized between 1. 4. 2024 and 31. 10. 2024
- c) digitalization - carried out between 1. 7. 2023 and 31. 3. 2024
- d) objects' description - carried out between 1. 2. 2024 and 1. 5. 2025
- e) translation of the descriptions - carried out between 2.5.2024 and 1.7. 2024
- f) uploading the results to a database - carried out between 2.7.2024 and 30.9.2024
- g) preparing advertisements - carried out between 1. 3. 2023 and 1.5. 2025
- h) advertising - carried out between 1.4.2024 and 30.5.2025
- i) documenting the project (photo/video) - carried out between 1.3.2023 and 1. 5. 2025
- j) organizing an exhibition - carried out between 1.3.2025 and 30. 6. 2025

Article 4

1. The contractor shall pay the Partner a net remuneration of Euro 13.750, split according to the budget in annex no 2.

2. The remuneration referred to in section 1 above shall be paid on the basis of invoices for performed services, issued on the Partner, paid by the Partner via bank transfer and correctly described by the Partner in a way allowing an unambiguous identification of the service.

3. Payment according to section 2 will be made only upon delivering by the Partner cumulatively:

- a written confirmation of a correct performance of the service described in the invoice - prepared using the template attached to the Agreement,
- a confirmation of performing a given task referred to in Article 2 and the Application, in form of promotion materials, photos, clips, and others as specified in the Application,
- bank payment confirmation – cash payments are not accepted;
- in case of task contracts or mandate contracts - confirmation of payment of all additional taxes and duties.

4. The invoices and documents or other materials referred to in section 2 shall be delivered to the Contractor in packages, no more often than once per quarter.

5. The remuneration shall be paid solely upon the reception of payment from the International Visegrad Fund, after the conditions set forward in section 4 of the Contract have been met.

6. The Contractor reserves the right to deny payments in case the Partner does not comply with the Contract, the guidelines mentioned in section 4.4 and 4.5 of the Contract or any of the provisions of this Agreement.

Article 5

1. The Partner shall:

- a) undertake all the steps necessary to prepare for, perform and correctly manage the tasks set out in this contract and in its annexes, in accordance with the objectives of the Project as set out in the Contract and this Agreement;
- b) comply with all the provisions of Contract, including the Guidelines mentioned in section 4.4. and 4.5., and especially the obligations set forth in section 6 of the Contract.
- c) communicate to the Contractor any information or make available any document required by the latter

- d) inform the Contractor immediately of any circumstance which may affect the execution of the Project.
- e) to accept responsibility for all information communicated to the Contractor, including details of costs claimed and, where appropriate, ineligible expenses;

2. The partner shall deliver to the Contractor:

- a) an interim report and interim financial statement covering the period from 1.03.2023 - 30.09.2024, not later than till 1.10.2024
- b) final report and final financial statement covering the period from 01.03.2023 - 30.06.2025 , not later than till 30.06.2025
- c) The Partner confirm that is aware of the necessity of providing all documents like invoices, contracts, proofs of payments for the auditing. The audit report covering the period from 01.03.2023 – 30.06.2025 , not later than till 30.06.2025.

3. The reports shall be draw up in accordance with eth requirements stipulated in sections 6.3 – 6.5 of the Contract.

4. Communication between the Contractor and the Partner as well as and between the Partner and the other Partners takes place via email. Response time should not exceed 7 working days.

In the situation of a request from the Contactor to the Partner for providing the information / the documents or other content required for the implementation of the project, the Partner has up to 10 working days to provide requested content.

Article 5

- 1. With regard to section 7.10 of the Contract the Partner represents that it owns adequate rights – intellectual property rights / copyrights to any outputs of the Project or any part of thereof.
- 2. With regard to section 7.10 of the Contract, the Partner grants to the Contractor all intellectual property rights and/or copyrights to any outputs of the Project or any part of thereof. The economic copyrights shall be transferred upon all fields of exploitation mentioned in art. 50 of the Polish Act of 4th February 1994 on Copyright, i.e:
 - a. within the scope of recording and multiplication of the works - manufacturing copies of the works using a specific technique: printing, reprography, magnetic recording, digitalization;
 - b. within the scope of trading with the original or copies on which the works have been recorded – marketing, lending for use or lease of the original or copies;
 - c. within the scope of dissemination of the works in any manner other than described above – public performance, exposition, projection, reproduction, broadcasting, rebroadcasting, and the provisioning to the public in a manner allowing anyone to access it at any place and any time at one’s own discretion.
- 3. Along with the economic copyrights, the Partner transfers to the Contractor the exclusive right to permit the exercise of the derivative copyrights to the works.
- 4. The intellectual property rights and/or copyrights shall be transferred upon the payment of the due fee to the Partner. The fee covers all the fields of exploitation mentioned above and the transfer of right according to section 3.

Article 6

- 1. The Contractor is entitled to withdraw from the contract in cases stipulated in Section 8.3 of the Contract applied adequately. Sections 8.1-8.2, 8.4- 8.8 of the Contract, including the obligation to return the paid amount in specified cases, apply adequately.

2. The contractor has a right to terminate this Agreement with immediate effect if the Partner breaches it, after prior written appeal to the Partner demanding that the breach be rectified within 14 days and after the expiry of this deadline without effect.

Article 7

1. All matters not regulated herein are governed by the applicable polish law.
2. Any disputes arising out of or in connection with this Agreement shall be settled by a common court competent for the registered office of the Contractor.
3. Any and all changes to this Agreement must be made in writing, otherwise they shall be null and void.
4. The Agreement has been drawn up and signed in two identical copies, one copy for each of the Parties.

Annexes :

- a) the Contract
- b) the Budget
- c) the Application Form
- d) template of financial documents' description for the auditor
- e) interim report form
- f) request for the payment form

