|  |  |  |
| --- | --- | --- |
| ***Project registration number*** | | ***0215000158*** |
| ***VS / 31 01 23*** | ***Contract registration number*** | ***14/2023/HB*** |

CONTRACT OF COMMAND

**concluded pursuant to § 2430 et seq. of Act No.89/2012 Coll. of the Civil Code as amended between:**

***The National Information and Consulting Centre for Culture***

Registered office: Fügnerovo nám. 5, 120 21 Praha 2, P.O. BOX 12

**ID NO.:** 14450551

*Contributory organisation established by the Ministry of Culture, founding charter No:52761/2013 of 18 November 2013*

**Bank account:** 25038021/0710, Česká národní banka, Praha 1

represented by Mgr. Lenka Lázňovská, Director of NIPOS

*(Hereinafter referred to as the “principal”)*

a

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Name and surname / Organisation*** | | **ymedioteatro, S. Coop. And.** | | |
| Residence: | Spanish theatre company, legally identified with VAT number ES F23652001, sited in Avda. Cazorla 9, P.C. E-23320, in Torreperogil, Jaén (Spain) | | | |
| Represented by: | Santos Sánchez Torres, with Spanish identity card number 26.488.765X | | | |
| Phone: |  | | e-mail address: |  |
| Bank account/IBAN | *ES66 2100 4872 2722 0004 2132* | | | |
| BIC/SWIFT Code: | *CAIXESBBXXX* | | | |

*(Hereinafter referred to as the “agent”)*

**enter into this contract of assignment on 30 June 2023 as follows:**

**I.**

**Specification of the activity (subject of the contract)**

The agent undertakes, in the interest of and on behalf of the principal, to carry out the activities specified below

*(Subject of the contract):*

|  |  |
| --- | --- |
| **Subject of the contract of assignment** | Participation of Alex Ramos and Santos Sánchez, expert consultation and participation in the networking meeting/colloquium for the preparation of the International Networking Conference on Participatory Art (HE)ART BEATS! - project number 0215000158  (Hereinafter also referred to as the networking meeting/colloquium) |
| **Specifications** | Transfer of international experience on how to integrate puppetry in education, personal development and therapy |
| **Date** | 30 June to 6 July 2023 |
| **Location** | Chrudim |

**II.**

**The agent gives the principal permission**

1. to use the photo and video documentation of the international networking meeting/colloquium for promotional, study and archival purposes of the event. These materials will be made available to the public via the Internet in digital form, free of charge, under open licenses.
2. to use the personal data specified in the header for the purposes of the registration obligation in accordance with the general terms and conditions of the grant and national legislation.

**III.**

**Rights and obligations of the agent**

1. The agent undertakes to carry out the activities referred to in Article I of this agreement in person. The principal shall provide the agent with:
   1. A travel allowance (see Article IV.1 of the contract)
   2. Contractual remuneration for preparation and professional cooperation

**The agent is obliged to use the allocated funds only for the fulfilment of the subject of the contract according to Article I and for the purpose according to Article IV.1 of the contract.**

1. The agent acknowledges that in case of non-fulfilment of the subject matter of the contract pursuant to Article I or breach of the obligations pursuant to Articles III and VI in particular, the principal may retroactively claim from the agent compensation for damages in the amount of the unrecognised part of the subsidy already paid related to the agent's participation.
2. The amount agreed in the contract is not taxable by the principal and the agent is obliged to tax it according to the applicable national legislation.
3. The agent commits to stay and actively participate for the entire duration of the networking meeting/colloquium. He is obligated to follow the schedule, organizational instructions from NIPOS staff, and respect the times.
4. The agent will select an economically reasonable mode of transport. Depending on the chosen mode of transport, the agent is required to prove the travel costs for transport to the networking meeting/colloquium by:
5. A copy of the travel document if using public transport
6. Sworn statement on the use of a motor vehicle (a sample will be attached to the contract)
7. The agent (project participant) from abroad must take out adequate travel insurance at his/her own expense. All risks arising from the failure to take out travel insurance, or from taking out travel insurance with insufficient scope and cover, shall be borne by the agent. The agent acknowledges that the principal will not pay for medical expenses, hospitalisation costs or other similar costs which should be covered by the insurance taken out by the agent.
8. The agent is liable for any damage caused by his/her actions during the networking meeting/colloquium, especially for material damage to the property of the meeting rooms, accommodation and catering.
9. The agent declares and confirms by his signature on the contract that he/she has been instructed by the principal and acquainted with the legal and other health and safety regulations which must be respected when working for the principal, and he/she understands the instructions and will respect the above regulations when working for the principal.

**IV.**

**Rights and obligations of the principal**

1. Principal pays to the agent
   1. Travel costs as per point **III. 5**, a) or b)

|  |  |
| --- | --- |
| **2800** | **Euro** *(* *Two thousand eight hundred Euros)* |

* 1. The contractual remuneration for the fulfilment of the subject of the contract

|  |  |
| --- | --- |
| **1000** | **Euro** *(One thousand Euros)* |

* 1. The principal shall pay the accommodation costs (the invoice) directly

1. **Due date: after successful completion of the subject of the contract according to Article I, within 30 days after the event**
2. **Form of payment:** bank transfer
3. The principal will provide accommodation for the participants for the duration of the stay, which begins 30 June 2023 and ends 6 July 2023
4. The principal shall provide the project organisation team and all work materials.
5. If the principal ascertains that the subject matter of the contract pursuant to Article I has not been fully or partially fulfilled, the principal shall not make payment in the amount specified in point IV. 1b). If the principal accepts only partial fulfillment, the principal reserves the right to reduce the amount awarded in proportion to the amount of fulfillment.
6. The principal will not pay damages from insurance claims (theft, medical treatment, accident, liability, etc.) of the agent.

**V.**

**Termination of the contract**

1. It terminates with the fulfillment of the obligations of the principal and the agent; with termination of the subject matter of the contract; with termination of the principal or agent; with settlement of claims and obligations between the parties.

**VI.**

**General and final provisions**

1. This agreement may be amended only by numbered amendments signed by authorized representatives of both parties. This agreement is drawn up in 2 copies, both of them shall have the force of originals; each party shall receive one copy.
2. Unless otherwise agreed in this contract, the legal relations arising from this contract shall be governed by the valid legal order of the Czech Republic.
3. This agreement shall be valid and effective upon signature by both parties. It must be settled financially and administratively by 10 December of the current year. The contract shall expire on 31 December of the same year.
4. Personal data are processed by NIPOS in accordance with the requirements of GDPR - Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 and Act No. 110/2019 Coll. on the processing of personal data, as amended. For more information on the protection of personal data in the context of NIPOS activities, please refer to the following link: https://www.nipos.cz/ochrana-osobnich-udaju/.
5. The parties declare that they have read and understood the contract, that its text corresponds to the true and free will of the parties, that they agree with its content, and they affix their signatures in proof thereof.
6. The agent declares that all the data and information provided by him/her in the contract affecting the amount of compensation are true and unquestionable.
7. Both parties agree that if the principal is from abroad, this agreement shall be drawn up in English and delivered to the agent.

In Chrudim on **30 June 2023**

The Principal: ……………………. The agent: . . . . . . . . . . . . . . . . . .