

Contract No. 82500021

for financing **Visegrad Artist Residency—Performing Arts** concluded in connection with Section 51 of the Act No. 40/1964 Coll., Civil

Code as amended

(hereinafter only **"Civil Code"**) **between:**

1. International Visegrad Fund

Address: Hviezdoslavovo nám. 9, 811 02 Bratislava, SK

ID No.: 36060356

Bank:

IBAN:

Tel.: +421 259 203 811

E-mail: visegradfund@visegradfund.org

Represented by: [REDACTED], Executive Director of the International Visegrad Fund

hereinafter referred to as the **"Fund"**

and

2. [REDACTED]

Born on:

Citizenship: Slovakia

Passport No.:

Bank:

IBAN:

SWIFT/BIC:

Permanent Residence Address:

Current Correspondence Address:

Tel.:

E-mail:

hereinafter only **"Artist"**

and

3. Centrum experimentálního divadla, p.o.

ID of the organization.: 00400921

Bank: [REDACTED]

IBAN: [REDACTED]

SWIFT/BIC: [REDACTED]

Permanent Residence Address: Zelný trh 294/9 , Brno , 602 00 , Czechia

Represented by: Jan Bůrik

E-mail: [REDACTED]

hereinafter only "**Host organization**"

The Fund, the Host Organization and the Artist jointly hereinafter only "**Parties**"

have concluded this contract for financing Visegrad Artist Residency—Performing Arts

hereinafter only "**Contract**"

Article 1

The artist shall be supported from the financial resources of the Fund to the total amount of **€ 2,500.00** (hereinafter only "**Scholarship**"). The Scholarship will be transferred to the bank account of the Host Organization or to the bank account of the artist if the Host Organization is not entitled to disburse scholarships. The Artist has no obligation to submit any financial settlement or report to the Fund regarding the way the Scholarship is spent.

Article 2

The Host Organization shall be supported from the financial resources of the Fund to the total amount of **€ 2,000.00** (hereinafter "**Lump Sum**"). The Host Organization has no obligation to submit any financial settlement/report to the Fund regarding the way the lump sum is spent.

Article 3

The artist shall conduct her/his residency project in the period of four weeks from **21/04/2025** to **14/09/2025** (hereinafter only "**Contractual Period**"). The "**Residency Project**" is specified in the application form submitted online to the Fund.

Article 4

The Host Organization will receive the Lump Sum in two installments. The first installment in the amount of **€ 1,800.00** will be transferred at the beginning of the Contractual Period within 15 working days after the delivery of the signed Contract concluded between the Fund, the Host, and the Artists to the Fund's Secretariat. The second installment in the amount of **€ 200.00** will be transferred to the Host Organization within 15 working days after the Final Reports written by the Host Organization and Artist are approved by the Fund.

Article 5

If applicable (Host Organization **is entitled to disburse the Scholarship to the Artist**), the Host Organization will receive the Scholarship together with the Lump Sum in two installments. The first installment of the scholarship in the amount of **€ 2,250.00** will be transferred at the beginning of the contractual period within 15 working days after the delivery of the signed Contract concluded between the Fund, the Host, and the Artists to the Fund's Secretariat. The second installment in the amount of **€ 250.00** will be transferred to the Host Organization within 15 working days after the Final Reports written by the Host Organization and Artist are approved by the Fund. The Host Organization is obliged to pay the first tranche of the Scholarship to the Artist by the fifth (5) working day after receiving the first installment from the Fund. The Host Organization is obliged to pay the second tranche of the Scholarship to the Artist by the fifth (5) working day from receiving the second installment from the Fund.

If applicable (Host Organization **is not entitled to disburse the Scholarship to the Artist**), the Artist will receive the Scholarship in two installments. The first installment in the amount of **€ 2,250.00** will be transferred at the beginning of the contractual period within 15 working days after the delivery of the signed Contract concluded between the Fund, the Host, and the Artists to the Fund's Secretariat. The second installment in the amount of **€ 250.00** will be transferred to the Artist within 15 working days after the Final Reports written by the Host Organization and Artist are approved by the Fund.

Article 6

The Host Organization is obliged to:

- a. arrange and cover the artist's accommodation,
- b. provide the artist with necessary support (contacts with local art scene, presentation opportunity, etc.),
- c. create adequate conditions for the implementation of the approved residency project.

Article 7

In the event that the artist fails to fulfill her/his duties toward the Host Organization through her/his own fault, he/she shall return to the Fund the full amount of the Scholarship he/she already received within thirty (30) days of the day of failure of her/his duties. If the contracted period is shortened for any reason, the Host Organization is obliged to return the remaining part of both the lump sum and the Scholarship within thirty (30) days of the last day of the shortened contractual period.

Article 8

The artist and Host Organization undertake to:

- a. use the resources provided for the residency project in compliance with the approved application form, which is an inseparable part of this contract,
- b. inform on the progress of residency project works upon the Fund's request,
- c. inform the Fund and relevant V4 embassy and cultural institute (Czech Centre, Hungarian Cultural Institute, Polish Institute or Slovak Institute) about all public events or presentations of the outcomes of the supported residency project at least 10 days in advance,
- d. acknowledge the financial support of the Fund and insert the Fund's logo and website in all information and PR materials, including invitations, related to the project implementation and presentation of the residency project outcomes (if mentioning the artist or project on-line, the website of the host institution must include information of the Fund's support and links to the Fund's website),
- e. inform the Fund about any facts which could harm successful enactment of the residency project.

Article 9

The Artist and Host Organization shall acknowledge the Fund's support in all public releases and information about the presentation of the outcomes from the residency project. The actual logo of the Fund is available at the www.visegradfund.org. The Artist shall spread and support the spirit of Visegrad cooperation and good reputation of the Fund during the period of residency project. Failure to fulfill this contractual condition will be considered violation of the contract and dealt with according to Article 10 of this contract.

Article 10

As it is in the interests of the Fund as well as other participants of the Residency and/or the Fund's partners that no one should be participating at the Residency if that person has shown dishonesty or lack of integrity which throws doubt upon their integrity, or has demonstrated behaviour, or is subject to circumstances which may otherwise indicate lack of integrity, the Artist by his/her signature on this Contract also honestly declares that:

- a. the Artist has never been convicted or found guilty by a court of any offence in any country (excluding parking or other motoring offences);
- b. the Artist has never received a formal caution by a court or by a similar state authority or been absolutely/conditionally discharged or bound over after being charged with any offence;
- c. there is no action/proceeding at the court or police in matter of criminal charges pending against the Artist.

The Artist by his/her signature on this Contract declares that the information given in this Article is true and complete to the best of the Artist's knowledge and belief. The Artist understands that any false statement or deliberate omission in the information given in the declaration in this Article forms entitlement of the Fund to withdraw from this Contract with the right to request the return of the provided Scholarship as well to make the Artist liable to remedy of any harm caused to the Fund and/or to other participants in the Residency and/or the Fund's partners within the Residency or any other touched persons.

Article 11

When the Fund identifies deficiencies that could in a significant way affect the result or approved schedule during the implementation of the residency project, the Fund reserves the right to suspend the payment of resources for a definite period or to terminate the contract with immediate effect or to cancel the participation in the residency project. In the event of cancellation of the Fund's participation in the residency project the Artist and Host Organization shall have the obligation to return the unused part of the Scholarship to the Fund within thirty (30) days of the written notice.

Article 12

All parties may disclose information on the implemented residency project and enable access for the public to the residency project results, under valid copyright laws.

Article 13

Both the artist and the Host Organization are obliged to provide the Fund with a final report on implementation of the residency project (information about the activity of the Artist) within one month of the end of the contractual period. Furthermore, the Artist is obliged to provide the Fund with thorough documentation of the results of the residency project within one (1) month after the end of the contractual period.

Article 14

The Fund reserves the right to make use of residency project results together with the Artist, for promotional purposes of the Fund, under valid copyright laws. The Fund reserves the right to undertake monitoring visits of the project.

Article 15

Unless stipulated otherwise in this contract, relevant provisions of the Civil Code of the Slovak Republic and other related regulations of the Slovak Republic shall apply to the relations regulated in this contract, resulting from it and related to it.

Article 16

This contract is concluded for the definite period from **21/04/2025** to **14/09/2025**.

Article 17

Any amendments to this contract can be executed only in the form of written annexes to this contract based on the consent of all parties.

Article 18

The Fund, the Artist and the Host Organization declare that they conclude this contract of their free will, they have read its content and as evidence of their consent to its wording they voluntarily sign it as correct.

Article 19

The Artist understands that the Fund processes and stores personal data which results from this Contract including data provided by the Artist in the application form and accompanying documents (the “**personal data**”) for purpose of administration of scholarship agenda and due fulfilment of obligations settled by law in accordance with respective legislation in electronic form by automatic processing and/or in printed form by non-automatic processing.

Article 20

The Fund in accordance with Article 13 of General Data Protection Regulation hereby informs the Artist that:

- a. identity and contact details of the Fund stated in header of this Contract are the identity and the contact details of the personal data controller;
- b. the Fund did not appoint data protection officer;
- c. the Fund process the personal data as it is necessary for the performance of this Contract, it is necessary for compliance with a legal obligation and it is necessary for the purposes of the legitimate interests of the Fund on this Contract and fulfilment of legal obligation as legal basis;
- d. as recipient of the personal data shall be understood the Fund, organizations of the Fund's establishment countries which are respective to control and supervision above the Fund and by them authorized persons, respectively potential sub-suppliers, i.e., their data processors and associated partners;
- e. the Fund may transfer personal data to other countries of EU/EEA and/or include the personal data in reports and/or databases which may be published;
- f. personal data are archived for period as necessary to secure rights and obligations resulting from this Contract. After this term the data shall be erased or anonymized;
- g. the Artist has a right (on request) to be informed about processed personal data, to access, to its control and rectification in case are incorrect, the Artist also has a right (in accordance with law) to erase or for restriction of personal data processing, to object personal data processing as well the right to data portability, the Scholar also has a right (in case of processed based on consent) to withdraw consent at any time and to lodge a complaint with supervisory authority;
- h. provision of personal data is statutory requirement and is necessary for conclusion of this Contract and compliance with legal obligations. In case such data shall not be provided the Parties would not be able to fulfil their contractual and statutory requirements.

Article 21

This document is made in three identical copies in the English language. Each party shall receive one signed copy thereof.

Article 22

This contract shall enter into force on the day of its signing by all parties.

In Bratislava, on	In, on	In, on
.....
The Fund	Host Organization	Artist

