

# OPEN COMPETITION FOR A PERFORMANCE

REALIZED WITHIN THE *Choreographic Territories – New Paths for the Avant-Garde* PROGRAMME IN 2020

## TERMS AND CONDITIONS OF THE CONTRACT

concluded on ..... in Warsaw, between:

**The Adam Mickiewicz Institute**, with its registered office in Warsaw (00-560), at Mokotowska 25, entered into the Register of Cultural Institutions maintained by the Minister of Culture and National Heritage under the number RIK 70/2006, Tax Identification Number: 701-00-10-966, Regon: 140470071, legally represented by:

..... – .....,

..... – .....,

hereinafter referred to as “**IAM**,”

and

**The Institute of Music and Dance**, with its registered office in Warsaw (00-097), Fredry 8, entered into the Register of Cultural Institutions maintained by the Minister of Culture and National Heritage under the number RIK 83/2010, Tax Identification Number: 525-249-03-48, Regon: 142611587, legally represented by:

Aleksandra Dziuroszy – Assistant Director,

Ligia Dworakowska – Chief Accountant,

hereinafter referred to as “**IMiD**,”

and

....., with its registered office in ....., entered into ....., under the number ....., Tax Identification Number: ....., Regon: ....., represented by:

.....,

hereinafter referred to as “the **Partner**,”

hereinafter referred to as “the **Parties**,”

with the following content:

**The contract is concluded as part of .....**

## § 1

1. The object of this contract is the cooperation in the realization of the original performance ....., with the participation of dancers from ..... as part of IAM and IMiT's project Choreographic Territories, between ..... and ..... 2020 ("the Project").
2. Annex no. 1 to this Contract contains the Detailed Description of the Project. Annex no. 2 to this Contract contains the Initial Cost Estimate. The Post-Completion Cost Estimate Form is attached as Annex no. 3 to this contract. Annex no. 4 contains the Plan of Promotional Activities.
3. The Partner undertakes to perform all the tasks necessary to realize the Project, and to keep IAM and IMiT informed about the implementation of the object of the contract.

## § 2

The Partner may entrust the performance of individual tasks which are the object of this Contract to third parties, with the provision that they will be liable for the actions or omissions of such parties as for their own activities.

## § 3

1. The Partner undertakes to incorporate logotypes officially used in the promotion of the Niepodległa 2018 Programme, in accordance with the Visual Identity Books, in the following order: Niepodległa, IAM/Culture.pl, IMiT and other logotypes indicated by IAM and IMiT and related to the Niepodległa 2018 Programme, in all prepared printed, press and electronic materials (prepared for the Project), with the reservation that before the materials are printed, the website on which the logotypes are placed will be accepted by IAM and IMiT (via electronic communication).
2. The Partner undertakes to use the logotypes indicated by IAM and IMiT in accordance with relevant Visual Identity Books (Brand Guidelines), which will be provided by IAM and IMiT to the person designated by the Partner.
3. The Partner undertakes to publish the official credit lines of the Niepodległa 2018 Programme, including the phrase "Financed by the Ministry of Culture and National Heritage of the Republic of Poland as part of the multiannual programme NIEPODLEGŁA 2017–2021," in printed materials, press releases and electronic materials (prepared for the Project), with the reservation that before the materials are printed/published, all materials in which the text is incorporated will be accepted by IAM (via electronic communication).
4. The Partner undertakes:
  - a) to include IMiT as the co-organizer, co-publisher or co-producer in all instances where the Partner appears as the organizer, publisher or producer,
  - b) to include IMiT's logotype as the co-organizer, co-publisher or co-producer in all instances where the Partner's logotype appears in the context of the Project's organizer, publisher or producer,
  - c) to include in all promotional and information materials accompanying the implementation of the Contract, as well as on the Partner's website, the phrase: *Project realized in cooperation with the Institute of Music and Dance.*

5. Before printing promotional materials, the Partner undertakes to obtain acceptance of the materials from persons designated by IAM and IMiT. IAM and IMiT undertake to accept the materials or to submit comments no later than within 3 working days.
6. If IAM and/or IMiT submit comments to the abovementioned materials, the Partner undertakes to introduce changes according to IAM and IMiT's comments and to resubmit the materials for approval to IAM and IMiT. If IAM and IMiT do not submit any comments within three working days of receiving the materials, it will be treated as an acceptance of the materials' content and form.
7. The Partner also undertakes to inform third parties, institutions, radio and TV stations, the press and other interested parties that the Project is co-organized by IAM and IMiT as part of the Niepodległa 2018 Culture Programme accompanying the centenary of Poland regaining independence. The Partner undertakes to provide the abovementioned information during the realization of the Project as well as after its completion.
8. The Partner undertakes to include links to the official website of IAM: [www.culture.pl](http://www.culture.pl) and IMiT: [www.imit.org.pl](http://www.imit.org.pl) on all Partner's websites informing about the Project.
9. The Partner undertakes to facilitate the presentation of an IAM/Culture.pl roll-up provided by IAM and an IMiT roll-up provided by IMiT in a visible place at the location where the Project is realised, and to make available to the audience the printed promotional materials of IAM/Culture.pl provided by IAM and of IMiT provided by IMiT.
10. The Partner will provide IAM and IMiT with at least 10 copies of promotional materials regarding the Project (i.e. publications, invitations, leaflets, brochures, posters) within 30 days from the date of their publication. In addition, the Partner undertakes to collect, prepare and send to IAM (together with the final financial document described in §4) the materials documenting the implementation of the contract, on an electronic medium (one copy of all the produced materials, e.g. photos, press clippings, audio and video recordings), together with a written account of the process of implementation and realization of the provisions of this Contract.
11. No later than 14 days before the beginning of the event, the Partner undertakes to provide IAM and IMiT with the final version of press releases, promotional materials, texts describing the event and photos in the resolution of minimum 300 dpi, for use by IAM and IMiT for promotional purposes. The materials must not be subject to the rights of third parties.
12. The Partner will provide IAM and IMiT with photographic and film documentation of the Project for use by IAM and IMiT in their statutory activities, in particular in publications issued by IAM and/or IMiT or commissioned by them, and on IAM's and/or IMiT's websites, including the following fields of exploitation: reproduction by any technique, public reproduction and public sharing in such a way that everyone has access to these works at a place and time chosen by them.
13. Under this contract, the Partner agrees to exercise and to permit third parties to exercise dependent copyrights regarding the photographic and film documentation provided to IAM and IMiT, as described in point 11 of this paragraph, in particular to the creative modification of the documentation, for the purpose of their use in the Adam Mickiewicz Institute's and the Institute of Music and Dance's publications as well as on their websites. Simultaneously, the Partner will determine how the photographs and films included in the documentation provided to

IAM and IMIT and distributed by IAM and IMiT in their publications and on their websites should be labelled.

14. The Partner authorizes IAM and IMiT to use the materials described in points 9-12 of this paragraph in all IAM's and IMiT's promotional and informational activities, including in their publications and on their websites.
15. Claims made by third parties that may result from the use by IAM and/or IMiT of the materials provided by the Partner and described in points 9-13 of this paragraph will be covered by the Partner. In the case of claims for damages in this regard against IAM and/or IMiT, the Partner undertakes to fully cover legitimate claims of third parties and to release IAM and IMiT from the obligation of paying damages in this respect.
16. If the Partner entrusts the performance of individual tasks which are the subject of this Contract to third parties, the Partner undertakes to ensure that all printed materials prepared for the Project include the logotypes listed in point 1 of this paragraph.
17. If the Partner fails to fulfil the obligations described in §3 of this contract or performs them incorrectly, the sum described in §4 will be reduced by 25%.
18. IAM and IMiT undertake to inform third parties that the Project is realized in cooperation with .....
- 19.

#### § 4

1. IAM and IMiT will allocate for the realization of the Project a total sum of no more than ..... to cover the costs specified in the initial cost estimate presented in Annex no. 2 to this contract, of which:
  - a) The sum allocated by IAM for the realization of the Project is .....
  - b) The sum allocated by IMiT for the realization of the Project is .....
2. The funds will be transferred to the Partner to the bank account number ..... in the following manner:
  - 1) IAM will provide the Partner with funds in the following manner:
    - a) the sum of ..... PLN GROSS (in words: ..... PLN gross) after the Partner presents a written report of the 1st phase of realization, no later than ....., on the basis of a financial document issued by the Partner within 14 days from the date of receiving the abovementioned documents and accepting them by IAM,
    - b) the sum of ..... PLN GROSS (in words: ..... PLN gross) after the Partner presents a correctly completed final settlement described in §5, on the basis of a financial document issued by the Partner within 14 days from the date of receiving the abovementioned documents and accepting them by IAM,
  - 2) IMiT will provide the Partner with funds in the following manner:
    - a) the sum of ..... GROSS PLN (in words: ..... PLN gross) after the Partner presents a written report of the 1st phase of realization, no later than ....., on the basis of a financial document issued by the Partner within 14 days from the date of receiving the abovementioned documents and accepting them by IMiT,

- a) the sum of ..... PLN GROSS (in words: ..... PLN gross) after the Partner presents a correctly completed final settlement described in §5, on the basis of a financial document issued by the Partner within 14 days from the date of receiving the abovementioned documents and accepting them by IMiT.
3. The date of timely payment is the debiting of IAM's and/or IMiT's accounts, no later than on the day of the payment deadline.
4. All other costs related to the realization of the Project described in §1 are covered by the Partner from their own resources or from other sources.
5. The sum described in point 1 of this paragraph exhausts all of the Partner's claims towards IAM and IMiT under this Contract.
6. The Parties agree that transferring costs between individual cost categories which are equal or are lower than 10% of the amount under each cost estimate does not require adding annexes to the contract.

## § 5

1. In order to realize the object of this Contract, the Partner undertakes:
  - a) to keep material documentation of the realization of the Project,
  - b) to provide, immediately after the completion of each undertaking (event) within the Project, information on the number of participants in the undertaking (event) or on its attendance,
  - c) to prepare and submit a financial report on the realization of the Project by October 15, 2020,
  - d) to prepare an implementation report on the realization of the Project by October 15, 2020,
  - e) to prepare a report on promotional activities and a media report, which will include copies of articles, by October 15, 2020,
  - f) to complete a financial settlement of the object of this Contract, based on financial documents (a bookkeeping note or an invoice with certified copies attached, invoices and bills, contracts for specific tasks or other financial documents, amounting up to the sum received from IAM and/or IMiT) ) until October 15, 2020,
  - g) to provide a post-completion cost estimate of the Project, signed in accordance with the Partner's legal representation, by October 15, 2020,
  - h) to include, in all source documents that constitute the basis for the financial settlement, the phrase "financed by the Adam Mickiewicz Institute" in the case of funds provided by IAM and "financed by the Institute of Music and Dance" in the case of funds provided by IMiT, and to store these documents for a period of 5 years after the calendar year in which the Project was realized,
  - i) to keep records in a manner which will allow periodic material and financial evaluation of the performance of the tasks,
  - j) the amount described in §4 point 1 of this Contract may only be used to cover financial commitments made and paid by the Partner in the period between the date of the conclusion of this Contract and the date of its financial settlement, which is described in point f above;

- k) to be subjected to an evaluation carried out by IAM and/or IMiT in regards to the Contract, in particular when it comes to providing documentation and materials related to the implementation of this Contract,
  - l) to provide within 7 days, at the request of IAM and/or IMiT, information on the scope and the method of implementation of the Contract.
2. IAM and/or IMiT have the right to evaluate the status of the Project in terms of its content and financial status in the period covered by this Contract. The evaluation includes:
- a) keeping records in a manner which will allow periodic material and financial evaluation of the Project, in accordance with the initial cost estimate attached as Annex no. 2 to this Contract,
  - b) providing by the Partner, at the request of IAM and/or IMiT, information about the scope and method of implementation of the Contract,
  - c) correcting any irregularities identified by IAM and/or IMiT, basing on their conclusions and recommendations, at a date determined by both Parties.

## § 6

1. If the Partner fails to perform the object of this Contract or performs it improperly, the Partner undertakes to pay to IAM and IMiT each a contractual penalty of 20% of the maximum sum specified in §4 point 1.
2. If the Partner fails to perform the object of this Contract, the Partner also undertakes to return to IAM and IMiT all sums received in connection with the implementation of this Contract together with interest calculated as for tax arrears.
3. In the event of withdrawal from the Contract by IAM and/or IMiT due to circumstances for which the Partner is responsible, the Partner is obliged to return to IAM and IMiT all sums received in connection with the implementation of this Contract together with interest calculated as for tax arrears. IAM and IMiT have the right to withdraw from the Contract due to circumstances for which the Partner is responsible within 30 days of the occurrence of such circumstances.
4. If the sum transferred to the Partner by IAM and/or IMiT is used by the Partner for purposes other than specified in this contract or if the Partner fails to implement the Contract, the sum will be immediately returned to IAM and IMiT together with interest calculated as for tax arrears.
5. The provisions described in points 1-4 do not prevent IAM and/or IMiT from seeking damages on general terms, in a sum exceeding the sum of contractual penalty described in point 1.
6. Execution of the right to withdraw from the Contract by any of the Parties does not prevent the Party from exercising the right to claim compensation for non-performance or improper performance of the contract, including the contractual penalty described in point 1.

## § 7

1. In the case of a *force majeure* event, which is defined as the occurrence of sudden and unexpected events that could not be prevented or avoided, in particular: riots, natural disasters, fires and acts of terror and counter-terrorism actions, etc.; each Party is exempt from performing their obligations under this Contract for the duration of the event.
2. The Party invoking a *force majeure* event will be obliged to notify the other Party in writing without delay and not later than 48 hours after the occurrence of such circumstances. In such a case, the Parties will decide on the further course of actions.

## § 8

The annexes mentioned in the Contract constitute its integral part and the obligations of the Parties described in the annexes are equally binding for the parties as the obligations described in the Contract itself.

## § 9

1. The Partner declares that they have been informed that all information obtained in the course of the implementation of the Object of this Contract is subject to secrecy, and in particular the Partner undertakes to keep confidential and not disclose to third parties any organizational information, data or documents, nor any trade, financial, technical and legal arrangements the disclosure of which could harm the Adam Mickiewicz Institute, with its registered office in Warsaw (00-560), at Mokotowska 25 and/or the Institute of Music and Dance, with its registered office in Warsaw (00-097), at Fredry 8. Simultaneously, the Partner undertakes to keep the abovementioned information secret, both during the period covered by the Contract and after its completion, and to use such measures and procedures so that those messages entrusted to them which constitute a secret are not disclosed to unauthorized persons. The Partner declares that they have been informed of the obligation to keep the secrecy specified in other regulations as well as of the provisions of the Act of 16 April 1993 on combating unfair competition (i.e. Journal of Laws of 2003 No. 153, item 1503, as amended).
2. The Partner declares that they are aware of the fact that the contents of this contract, and in particular the object of the contract and the sums received, constitute public information as per the definition in article 1 point 1 of the Act of 6 September 2001 on access to public information (i.e. Journal of Laws of 2016, item 1764, as amended), which is subject to availability under the mentioned Act.
3. The obligation of confidentiality described in point 1 does not affect the obligation of any of the Parties to provide and disclose information on the basis of applicable laws, nor does it affect the rights of the Parties to publish general information about their activities.

§ 10

Any amendments to this Contract will be null and void unless made in writing.

§ 11

The Parties will strive to resolve any disputes which may arise in relation to the Contract through negotiations or settlement. Should no such resolution be reached, the dispute will be examined by a common court of law having jurisdiction over the registered office of IAM.

§ 12

The provisions of the Civil Code will apply in matters not regulated by this Contract.

§ 13

The Partner declares that they meet the conditions for applying for public contracts as described in paragraph 22 and is not subject to exclusion as described in paragraph 24 of the Act of 29 January 2004 – Public Procurement Law (Journal of Laws of 2017, item 1579, as amended).

§ 14

The Contract has been drawn up in three identical copies: two copies for IAM and one copy for the Partner.

§ 15

1. The Parties designate the following persons to be responsible for contact in relation to the proper implementation of this Contract:

a) the person designated by IAM is:

Anna Czerniawska, e-mail: [aczerniawska@iam.pl](mailto:aczerniawska@iam.pl),

the person designated by IMiT is:

Aleksandra Dziurosz, e-mail: [aleksandra.dziurosz@imit.org.pl](mailto:aleksandra.dziurosz@imit.org.pl)

b) the person designated by the Partner is:

... ..



**Annexes:**

1. Detailed Description of the Project,
2. Initial Cost Estimate,
3. Post-Completion Cost Estimate Form,
4. Plan of Promotional Activities.

**IAM:**

**IMiT:**

**The Partner:**

<i>name of the Project Manager / IAM Department Manager</i>	<i>signature</i>

