

CONTRACT 4xxxxxx

for financing Visegrad Artist Residency 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: Kráľovské údolie 8, 811 02 Bratislava, SK
Identification No. of the Organisation: 36060356
Bank name: Tatra Banka, a.s.
Bank seat: Hodžovo nám. 3, 811 06 Bratislava, SK
Bank Account No.: 2936000250 / 1100
IBAN: SK29 1100 0000 0029 3600 0250
SWIFT / BIC: TATRSKBX
E-mail: pekarikova@visegradfund.org
represented by **XXX**, (Deputy) Executive Director of the International Visegrad Fund

hereinafter only “**Fund**”

and

2 . xxxxxxxx (host organization)

Address: xxxxxxxx
E-mail: xxxxxxxx
Identification No. of the Organization: xxxxxxxx
Bank: xxxxxxxx
IBAN Bank Account No.: xxxxxxxx
SWIFT code: xxxxxxxx
represented by xxxxxxxx

hereinafter only “**Host Organization**”

and

3. xxxxxxxx (artist)

Born on: xxxxxxxx
Citizenship: xxxxxxxx
Passport Number: xxxxxxxx
Permanent Residence Address: xxxxxxxx
Tel.: xxxxxxxx
E-mail: xxxxxxxx

hereinafter only “**Artist**”

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

**have concluded this contract
for financing Visegrad Artist Residency**

hereinafter only “**Contract**”

Article 1

The artist shall be supported from the financial resources of the Fund to the total amount of **EUR 2,250** (hereinafter only "**Scholarship**"). The scholarship will be transferred to the bank account of the host organization.

Article 2

The host organization shall be supported from the financial resources of the Fund to the total amount of **EUR 2,250** (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 his/her residency project in the period from **xx/20xx** to **xx/20xx** (hereinafter only "**Contractual Period**"). The "**Residency Project**" is specified in the application form, which is an inseparable part of this contract.

Article 4

The host organization will receive the lump sum in two installments. The first installment will be transferred at the beginning of the contractual period after the Fund receives this contract signed by all parties. The second installment will be transferred after completion of the first month of the residency project by the artist and after the Fund receives written confirmation of the realization of the residency project by fax or post, issued by the host organization.

Article 5

The host organization will receive the scholarship in two installments. The first installment will be transferred at the beginning of the contractual period after the Fund receives this contract signed by all parties. The second installment will be transferred after completion of the first month of the residency project by the artist and after the Fund receives written confirmation of the realization of the residency project by fax or post, issued by the host organization. The host organization is obliged to pay the scholarship to the artist on a monthly basis, in three settlements, always by the fifth (5) working day of the respective month (except for the first payment, which may be belated, depending on the arrival of the signed contract at the Fund and consequent transfer of the first installment 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 his/her duties toward the host organization through his/her 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 his/her 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 web address 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. Logo of the Fund is available at the <http://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

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 11

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 12

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 of the end of the contractual period.

Article 13

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 implementation controls of the project.

Article 14

The artist hereby enters his/her appearance with usage of his/her personal data by the Fund under the provisions of the Act No. 428/2002 Coll. on Protection of Personal Data as amended.

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 **xx/20xx to xx/20xx**.

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

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

Article 20

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

In Bratislava, on

.....
International Visegrad Fund

In, on

.....
Host Organization

In, on

.....
Artist