**AGREEMENT**

concluded **July 26th, 2018** in Warsaw by and between:

**Theatre Baj, ul. Jagiellońska 28, 03-719 Warszawa,** registered inRegister of Cultural Institutions (Rejestr Instytucji Kultury) established by the President of capital city Warsaw, under the number RIA/120/85, identified by the tax identity number 5250009660, represented by: **Ewa Piotrowska – the Director of the Theatre**, hereinafter referred to as the **‘**ORGANIZER’

and

**Puppet Theatre Kosice, Tajovského 4, 04001** in Kosice, identified by the tax identity number 2021454776 , represented by **Mgr. Pavol Hrehorčák – the Director**,

hereinafter referred to as the ‘THEATRE’

together hereinafter referred to as the ‘PARTIES’

**§ 1**

**The Subject of the Agreement**

The subject of this agreement is to state the principles of cooperation between the Parties during organisation of artistic project called ‘Traces’ (hereinafter called the ‘Task’) realised by the Organiser by the financial support of Adam Mickiewicz Institute (received in form of purpose subsidy – hereinafter called the ‘Grant’) in accordance with the programme ‘Cultural Bridges’, which is led within Priority No. 3, Scheme 3B of Long-term Programme ‘INDEPENDENT’ for the years 2017-2021.

**§ 2**

**Commitments of the Organiser**

The Organiser shall:

1. present on October 3rd, 2018 in Thália Theater at 9.00 AM and 11.00 AM a spectacle ‘If you don’t tell, who will know?’ and hold a meeting with actors playing in the spectacle after each spectacle according to the application accepted by the Adam Mickiewicz Institute within the programme ‘Cultural Bridges’.
2. prepare promotional materials of the Task and promote presentation of the spectacle mainly via the web page of the Organiser – www[.teatrbaj.pl](http://WWW.tetrbaj.pl) and on the Facebook account of the Organiser.
3. ensure accommodation for employees of the Organiser and for other contributors.

**§ 3**

**Commitments of the Theatre**

The Theatre shall:

1. allocate a hall for auditions and spectacle presentation with basic technical equipment and technical supervision, which is located in: Thália Theater, Mojmírova 1, 04001 Košice.
2. organise (invite) a group of spectators and ensure attendance during spectacles and meetings with actors, provided that each spectacle will be presented to at least 150 people audience.
3. promote the performance of the spectacle including domestic and local media and ensure contact with media patrons of the event.

**§ 4**

**The Principles of Cooperation**

* 1. The Parties hereby agree to cooperate closely in order to achieve a mutual goal defined in this Agreement.
	2. In order to fulfil the Agreement, the Parties will be in continuous contact and will provide the other Party with all relevant information as soon as possible.
	3. The Parties indicate the following persons which are responsible for realisation of the subject of this agreement:
	4. on behalf of the Organiser:
* Ms. **Beata Kalinowska**, e-mail: **beata.kalinowska@teatrbaj.pl**, tel. **+48 789 387 400**;
1. on behalf of the Theatre:
* **Mgr. Martin Konečný, PhD**., e-mail: **konecnybdke@gmail.com**
	1. This Agreement does not entail the obligation to make a separate more detailed agreement.
	2. The Parties agree to use their logotypes in actions concerning realisation of the subject of the Agreement (hereinafter called the ‘LOGOTYPES’ or ‘LOGOTYPE’, respectively).
	3. The Parties declare that they own copyrights or licences (enabling sublicensing) which allow using the Logotypes by the other Party within all exploitation areas which are necessary for realisation of the subject of the Agreement.
	4. Within this Agreement and to realise the subject of the Agreement the Parties give each other the right to use the Logotype of the Organiser and the Logotype of the Theatre, respectively, which is a nonexclusive and unlimited territorially right at the following fields of exploitation:
1. recording and multiplying of the Logotypes – production by the specified technique including printing, reprography, magnetic recording and digital technology;
2. disseminating of the Logotypes – public displaying, reproduction, broadcasting and re-broadcasting, as well as public availability of the Logotypes in a way which enables everyone to make use of them at any place or time.
	1. The Theatre declares to include in all promotional materials and in all press information the notice as follows: ‘It was financed from the Ministry of Culture and National Heritage of Poland grant within the Long-term Programme ‘INDEPENDENT’ for the years 2017-2021, according to the programme ‘Cultural Bridges’ ran by the Adam Mickiewicz Institute. It shall be written in the language of the country of realisation of the Task. Also the logotypes of: the Ministry of Culture and National Heritage of Poland, ‘INDEPENDENT’ and IAM/Culture.pl in English shall be included and made visible.
	2. The Theatre shall distribute invitations for the spectacles, which will be free.

**§ 5**

**Duration and Termination**

1. The Agreement shall enter into force upon signature by both Parties.
2. The Agreement is concluded for a definitive period of time: till October 3rd, 2018.
3. If the cooperation is satisfactory for both Parties, it is possible to extend and continue the cooperation in next period on the basis of a separate agreement.
4. Each Party has the right to terminate the Agreement in writing with one month notice, effective on the end of the month.

**§ 6**

**Costs**

1. Each Party shall pay for the costs resulting from the realisation of the Agreement independently and on its own.
2. Each Party is responsible for its own liabilities. Neither of the Parties is responsible for the liabilities of the other Party.

**§ 7**

**Responsibility**

1. Neither of the Parties shall be held responsible for non-performance caused by *force majeure* by reason of any cause beyond such Party's reasonable control.
2. Neither of the Parties shall be entitled to compensation for damages caused by activities resulting from realisation of the subject of the Agreement, excluding damages caused by intentional fault of the other Party.
3. In case that *force majeure* lasts more than 14 days, both Parties have the right to terminate the Agreement with immediate effect without any compensation.
4. In case of withdrawal or termination of the Agreement by one of the Parties 10 days prior the spectacle date established in § 2, excluding withdrawal referred to in par. 3 above, the Party which was given a notice of withdrawal or termination has the right to demand from the other Party 100% of incurred and documented costs.
5. The payment of the costs mentioned above will be due on the basis of an invoice issued by the Party within 14 days from its receiving by the other Party.
6. In case of non-performance or undue performance of the Agreement the Theatre agrees to pay the Organiser 100% of costs resulting from realisation of the spectacle on the basis of an invoice payable 14 days from its receiving.
7. Each Party shall be solely liable towards third parties, each Party within its own operation, for all activities carried out as part of realisation of the subject of the Agreement.

**§ 8**

**Final Regulations**

1. No amendment, alteration, change, qualification or modification of this Agreement shall be valid unless it is in writing and signed by each Party hereto.
2. Any issues unsettled under general provisions of the Agreement are subject to binding Polish laws.
3. The Theatre declares that it is aware that the contents of this Agreement, especially the subject and remuneration stated in the Agreement, constitutes information of the public domain as defined by § 1 par. 1 of the Public Information Access Act as of September 6th, 2001 (Dz.U.2015.2058 consolidated text with amendments) and is publicly accessible under the provisions of the aforementioned act.
4. The Parties decide to solve all potential disputes resulting from realisation of this Agreement through negotiations. In case of unsatisfactory settlement based on negotiations depicted in the previous sentence, the Parties decide to submit the dispute to the competent Organiser’s court of local jurisdiction within 30 (thirty) days from the date of notifying the dispute to the other Party in writing.
5. This agreement is drawn up in three copies: two for the Organiser and one for the Theatre.

**Organiser Theatre**

 **Mgr. Pavol hrehorčák - Director**