

APPROVED BY
The Order No. V-52 of 4 June 2021 of
The Director of Klaipėda County Ieva
Simonaitytė Public Library (*BI
Klaipėdos apskrities Ievos Simonaitytės
viešoji biblioteka*)

**AGREEMENT ON PAYMENT OF AN INDIVIDUAL GRANT TO A
WRITER/TRANSLATOR RESIDING AT THE INTERNATIONAL CENTRE FOR
TRANSLATORS AND WRITERS**

No. _____, ____ _____ 2021

Klaipėda

Klaipėda County Ieva Simonaitytė Public Library, Budgetary Institution (hereinafter referred to as “the Library”), represented by Laura Juchnevič, Director, acting in accordance with the Articles of Association of the institution, and the grant recipient [*grant recipient’s name and surname*], personal ID No. [*grant recipient’s personal ID No./DOB*], (hereinafter referred to as “the Grant Recipient”), hereinafter collectively referred to as “the Parties” and each one separately as “the Party”, pursuant to [*the provisions of the project/contest*] approved by the Order No. V-XX of XX June 2021 of the Director of the Library entered into this agreement on payment of grant to a writer/translator residing at the International Centre for Writers and Translators (hereinafter referred to as “the Agreement”):

1. General Provisions

- 1.1. This Agreement establishes the procedure, terms and conditions for the payment of the grant to the Grant Recipient residing at the International Centre for Translators and Writers (hereinafter referred to as “the Centre”), as well as the procedure, terms and conditions for reporting for the received grant.
- 1.2. The grant is awarded for the performance of the activity indicated in the application and in the description, concept or plan of the creative idea (hereinafter referred to as the Creative Programme) submitted by the Grant Recipient. The period of the performance of the said activity is from ____ _____ 2021 to ____ _____ 2021. The period of the performance of the activity may differ from the period of payment of the grant.

2. The Obligations of the Parties

- 2.1. The Library shall pay to the Grant Recipient a grant in the amount of EUR 3,020 from the funds of *Artists' Residencies* mobility programme financed by the Nordic Culture Fund. The total amount of the grant specified in the Clause 2.1 of the Agreement shall be paid by making a bank transfer to the bank account indicated by the Grant Recipient in this Agreement within 10 working days from the day the present Agreement is signed.
- 2.2. The grant shall not be paid, if the Grant Recipient:
 - 2.2.1. dies;
 - 2.2.2. notifies the commission that he/she may not perform the activity for which the grant was awarded for objective reasons.
- 2.3. The Grant Recipient shall:
 - 2.3.1. implement the Creative Program specified in the Application in accordance with the procedure and terms and conditions established in the Application and the Agreement by the end of the activity implementation period specified in the Clause 1.2. of the Agreement;
 - 2.3.2. use the Grant exclusively for covering the costs related to the implementation of the activities specified in the Application;
 - 2.3.3. submit to the Library a report drawn in a free form on the results achieved, continuity and dissemination of the creative activity and documents confirming the implementation of the Creative Programme for which the grant was awarded (documentation of created works in the form of photographs, videos, texts, etc.) no later than within 10 working days from the end of the period specified in Clause 1.2 of the Agreement;
 - 2.3.4. notify the Library immediately in writing, when objective circumstances, due to which Grant Recipient is no longer able to carry out the Creative Programme for which the Grant was awarded, arise or become known;
 - 2.3.5. if the Creative Programme specified in the Application is presented to the public, indicate in all advertising and information materials that the activity is funded by the Nordic Culture Foundation and Klaipėda County Ieva Simonaitytė Public Library, using clearly visible logotypes. When the format, size or concept of advertising and/or information materials does not allow to ensure the visibility of logotypes and/or when advertising on social networks, use the text reference: "Creative programme / residency is funded by the Nordic Culture Foundation and Klaipėda County Ieva Simonaitytė Public Library";
 - 2.3.6. if press releases are published about the activity specified in the Application, indicate that the activity is funded by the Nordic Culture Fund and Klaipėda County Ieva Simonaitytė Public Library, and submit the said press releases together with video materials to the

Library by e-mail info@klavb.lt. The Library reserves the right to publish these reports and videos (complying with the applicable copyright laws) on its websites www.klavb.lt, www.tvrc.lt and use them in information materials and other communications presenting the activities of the Library and the Centre.

- 2.4. The Grant Recipient grants the Library an exclusive right to use his/her work(s) free of charge for the purposes of promoting and publicising the Library and the Centre, including the publication of the work on the Internet.
- 2.5. The Grant Recipient must return to the Library, within the term set by it, the total amount of the Grant paid to him/her in accordance with the Clause 2.1 of this Agreement, if the Grant Recipient:
 - 2.5.1. submitted incorrect and/or falsified data (documents) to receive the grant;
 - 2.5.2. fails to perform or improperly performs the obligations specified in Clauses 2.3.1 - 2.3.2 of the Agreement, except for the case specified in the Clause 2.3.4 of this Agreement, when the payment of the Grant is terminated in accordance with the procedure established in the Clause 2.2 of this Agreement;
 - 2.5.3. fails to perform or improperly performs the obligation specified in the Clause 2.3.3 of the Agreement, unless the Grant Recipient provides documents proving any unforeseen reasons (force majeure events), due to which the deadline for submission of the activity report has been missed, and the Director of the Library or her authorised person decides to renew it;
 - 2.5.4. refuses in writing to accept the awarded Grant.
- 2.6. If the Grant Recipient fails to perform or improperly performs the obligation specified in the Clause 2.5 of the Agreement, the amount of the Grant not returned to the Library shall be recovered in accordance with the procedure established by legal acts.
- 2.7. By submitting to the Library a created (written/translated) short literary work or a part (extract) of a larger work, the Grant Recipient assumes full responsibility for the originality of the work.

3. Final Provisions

- 3.1. The Parties hereby agree that any disputes, claims and disagreements related to this Agreement or arising from the execution, breach, termination or invalidity thereof shall be settled by means of negotiations. If the Parties fail to resolve a dispute by means of negotiations, such disputes shall be settled in accordance with the procedure established by the laws of the Republic of Lithuania.

- 3.2. The Grant Recipient is responsible for the correctness of the Grant Recipient's contact details specified in the Agreement and for timely notification of the Library in the event of any changes thereof.
- 3.3. If any Party is unable to perform its obligations under this Agreement, the party shall inform the other Party immediately in writing and contact the other Party concerning modification, amendment or termination of the Agreement.
- 3.4. Any modifications or amendments of the Agreement shall only be valid if made in writing and undersigned by both the Parties.
- 3.5. The Agreement is signed in two copies of equal legal force in the Lithuanian and English languages, a copy to every Party.
- 3.6. The Agreement shall come into force from the day it is signed and shall continue in force until both the Parties fulfil their obligations under the Agreement.
- 3.7. By signing this Agreement, the Grant Recipient confirms that he/she has read the Agreement, understood its content, and that all the terms and conditions of the Agreement are known, clear, understandable and acceptable to him/her.

4. Contact Details and Signatures of the Parties

<p>Budgetary Institution Klaipėda County Ieva Simonaitytė Public Library Entity Reg. No. 190758095 Herkaus Manto Str. 25, Klaipėda LT-92234 Ph.: (8 46) 412530 E-mail: biblioteka@klavb.lt</p> <p>Director Dr. Laura Juchnevič</p>	<p>Name Surname Personal ID No./DON Address Ph.: E-mail: Signature</p> <p>L. S.</p>
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