

122ML 0814

## Agreement concerning writing aid

Between the undersigned

**TUCET – Studio for new drama**

Address: Jána Derku 18

911 01 Trenčín – Slovakia

Tel: +421 908 246 606

Registration no.: 31820433

Represented by Ján Šimko

Hereafter referred to as the "Producer"  
one hand,

Position: Director

on the

AND

**Košice – European Capital of Culture 2013, n.o.**

Address: Hlavná 59

040 01 Košice – Slovakia

Tel: +421 556 854 299

Registration no.: ICO: 3558 3461 / DIC: 202

TVA number: 273 78 71

Represented by Jan Sudzina

Hereafter referred to as the "Referent Producer"

Position: Director

AND

**Lieux publics - Centre national de création**

Address: 225, avenue des Aigalades

13015 Marseille - France

Tel: +33 (0)491 038 128 – Fax: +33 (0)491 038 224

Registration no.: 327 492 534 00042 - APE no.: 9001Z – Licence nos: 2-138246 and 3-138247

Intra-community VAT no.: FR19327492534

Represented by Pierre Sauvageot

Position: Director

Acting on behalf of the IN SITU network, hereafter referred to as the "Project leader"  
other hand.

on the

### **Preamble:**

This agreement is based on agreement no. 2011 – 0069 / 001 – 001 CU7 MULT7 of 2nd May 2011, drawn up between Lieux publics and the European Commission, its appendices and existing and/or future amendments.

It is agreed that:

### **Article 1. OBJECT**

The object of this agreement is the creation of the following artistic project:

Title: **Private Streets**

Artistic Director: **Ján Šimko**

### **Article 2. OBLIGATIONS OF THE PRODUCER**

The Producer, represented by Ján Šimko, will participate in the seminar "Writing side by side" held in Prague from the 4th to 7th December 2012 at the invitation of the IN SITU network.

The Producer will assume full artistic responsibility for the writing of the aforementioned project. As an employer, he/she will ensure payment of his/her personnel participating in the writing seminar, including social and tax contributions.

The Producer undertakes to provide the Referent Producer with all the information concerning the



# Agreement concerning writing aid

development of the artistic project and will provide the following items in accordance with the forms in use before 30th March 2013:

- An invoice of 3,000€ without VAT of the Producer to the Referent Producer with the mention: "Writing Aid (*Private Streets*)" along with the invoices and vouchers of the costs of travel, local transport, accommodation, translation and interpreting, miscellaneous justifying the expenditure of 3,000€ for participation of the artist in the seminar and for the writing and development of the artistic project.
- A reimbursement invoice to "Lieux publics - IN SITU" with the mention "Travel expenses for *Ján Šimko* at the 'Writing Side by side' seminar in Prague between December 4th – 7th 2012" with all the relevant documents.
- Any communication documents which may be available with regard to the project.
- The guest artist undertakes to prepare an individual report concerning his/her experience of the "Writing side by side" seminar, which can be reused to prepare a general report concerning the seminar. He/she furthermore undertakes to answer the questionnaires sent by the person responsible for preparing this report. His/her contribution can be used by the project leader when designing reviews concerning issues linked to working in public space and on a European scale (free of rights).

Finally, the Producer undertakes to inform the Referent Producer of any subsequent dates on which the show is programmed, as well as the approximate number of spectators per date until 30th April 2016.

## Article 3. OBLIGATIONS OF THE REFERENT PRODUCER

**Košice – European Capital of Culture 2013, n.o.** is responsible for the artistic and administrative supervision of the project during the writing and creation process. He/she acts as Referent for this project vis-à-vis the IN SITU network and is the interface between the network and the Producer. This responsibility implies the specific task of providing the Producer with advice and expertise throughout the entire writing and creation process of the project.

The sum of €3,000 paid by **Košice – European Capital of Culture 2013, n.o.** to the Producer in exchange for the items indicated in article 2 of the present convention represents a proportion of his/her annual contribution to the IN SITU network within the framework of the META 2011 – 2016 project. It falls under a general system of financial compensation in accordance with the agreement between the parties. The Project leader will therefore not refund this sum to **Košice – European Capital of Culture 2013, n.o.**

In particular, **Košice – European Capital of Culture 2013, n.o.** must:

- Ensure the quality of the project presented by the Producer in accordance with the artistic objectives defined by the members of the IN SITU network.
- Collect all the artistic documents required to the Producer and send them to the Project leader in accordance with the forms in use (see list above).
- Provide an invoice of 3,000€ without VAT to "Lieux publics - IN SITU" with the mention: "Writing Aid (*Private Streets*)" and with the documents and vouchers provided by the Producer (see Article 2) as well as a corresponding proof of payment.
- Provide a reimbursement invoice to "Lieux publics - IN SITU" with the mention "Travel expenses for *Christian Potiron* at the 'Writing Side by side' seminar in Prague between December 4th – 7th 2012".
- Collect all the documents requested of him/her relating to the production during the writing and creation process and send them to the Project leader.

## Article 4. OBLIGATIONS OF THE PROJECT LEADER

The Project leader will be responsible for organising the "Writing side by side" seminar and will cover the related costs. It will reimburse the cost of travel of the Producer and the Referent Producer to go to the seminar upon presentation of an invoice with all the required forms and proof of payment. The responsibility of the Project leader is restricted to its financial participation.



# Agreement concerning writing aid

## **Article 5. PUBLICITY, DIFFUSION**

The Project leader has the right to take, or have taken, any images of the "Writing Side by side" seminar for its communication needs. Any images, photos or texts taken or written during the Hot House may be used for the purpose of communication on all existing or future media belonging to IN SITU and its members: web sites, brochures, press dossiers, activity appraisals, season's brochures, etc.

The Project leader has the right to use the preparatory project presentation documents (videos, texts, photos) communicated by the Producer before the "Writing side by side" seminar in order to prepare the work documents necessary to ensure that the seminar runs smoothly.

The Producer undertakes to respect the clauses of the IN SITU graphic charter, appended to the present contract (Appendix 1) and considered to be an integral part thereof, which defines the obligatory statements and the manner in which they are to be presented on the different information and communication media, as well as the logos of the network and of the European Commission ("Culture" programme).

Any note concerning the participation of the Producer in the "Writing side by side" seminar on any information or communication media published by the Producer must include the following note:

**"With the support of IN SITU, European network for the artistic creation in public space,  
in the frame of the META project.**

**This project has been funded with support from the European Commission (DGEAC – Culture  
programme)"**

In the event that the writing results in a production, the Producer must ensure that the following statement appears on all information and communication media concerning this production:

**"This performance has received a Writing aid by the IN SITU network, in the frame of the META  
project.**

**This project has been funded with support from the European Commission (DGEAC – Culture  
programme)"**

He/she will be held responsible for ensuring that the diffusers of the show comply with this clause.

The Producer's contribution to the general report on the seminar can be used by the Project leader when designing reviews concerning issues linked to working in public space and on a European scale (free of rights). The Project leader undertakes to comply with the obligations concerning the moral rights relating to the aforementioned contribution.

## **Article 6. FINANCIAL CONDITIONS**

It is expressly agreed that the present agreement cannot be considered as a company involving the parties, as the responsibility of each party is limited to the commitments undertaken in the present agreement.

The Project Leader and the Referent Producer can in no event be held responsible for the commitments undertaken by the Producer, even if these commitments are related to the present agreement.

The support of the European Commission allowing the existence of the META 2011-2016 project is out of the field of application of the of value added tax, thus the writing aid, has to be understood as not subject to VAT.

The Referent Producer will make the payment by bank transfer to the following account on 31st March 2013 at the latest, upon presentation of an invoice:

Bank: Tatrabanka

Name of account holder: TUCET - štúdio novej drámy

Account n°: 0000002622162038 / 1100

IBAN code: SK 37 11000000002622162038



# Agreement concerning writing aid

SWIFT code: TATRSKBX

## Article 7. INSURANCES

The Project leader declares that it has signed all insurances necessary to cover the risks related to the organisation of the "Writing Side by side" seminar.

The Producer is bound to insure his civil responsibility and that of his personnel and any objects belonging to him against all risks.

## Article 8. TERMINATION OF THE CONTRACT

The present contract will be suspended or terminated as of right and without compensation of any sort, in any event recognised as force majeure by law and jurisprudence.

Any termination resulting from one of the parties would oblige the defaulting party to pay the other party compensation calculated according to the costs effectively engaged by the latter.

## Article 9. JUDICIAL COMPETENCE

In the event of a dispute relating to the interpretation or application of the present contract, the parties agree to accept the judgement of the court in which jurisdiction is situated the head office of the Project Leader, after all out-of-court avenues have been explored. In the event of a legal dispute, only the French language version of this contract is valid.

Signed in Prague, on 4th December 2012, in 3 original copies

The Producer (\*)

The IN SITU network:

Le Referent Producer, **Košice – European Capital of Culture 2013, n.o. (\*)**

Košice – Európske hlavné mesto kultúry 2013, n.o.  
Kukučínova 2, 040 01 Košice  
IČO: 35 583 461 DIČ: 2022737871

The project leader, **Lieux publics - Centre national de création (\*)**

Appendix (to be signed):

1- Graphic chart

Number of words erased or nullified:

(\*) Please write "Read and approved" before the signature and initial each page.