

AGREEMENT

SAMPLE

This Agreement is signed on this the/...../2021 between:

The Government of the Republic of Cyprus through the Permanent Secretary of the Ministry of Education, Culture, Sport and Youth, Mr Kypros Kyprianou, the head offices of which are at **Corner of Kimon and Thucydides street, 1434 Nicosia** (hereinafter 'the Government') on one part,

and

???? whose headquarters are at ?????? (hereinafter the 'Artistic Producer') represented legally by himself on the other part,

For the purposes of this Agreement, the Government and the Artistic Producer shall be called separately 'the Party' and jointly 'the Parties' or the 'Contracting Parties'.

PREAMBLE

WHEREAS in the framework of promoting culture, raising the public's artistic awareness, and the presentation of productions which promote universal values and reflection on social and political phenomena of the times through a diachronic approach, the KYPRIA International Festival has been held as of 1993

and

WHEREAS the aim of the KYPRIA International Festival is to present both to Cypriots and to foreign visitors a wide range of cultural events of the highest possible standard and to promote high quality productions from various genres of the performing arts, with the participation of both Cypriot and foreign artists

and

WHEREAS the person responsible for the evaluation, selection and drawing up of the final programme of the KYPRIA International Festival, for which the approval of the Director of Cultural Services of the Ministry of Education, Culture, Sport and Youth is the Artistic Director of the International KYPRIA Festival (hereinafter 'Artistic Director')

and

WHEREAS in the framework of his competencies, as these were defined in an Agreement between him and the Ministry of Education, Culture, Sport and Youth, the Artistic Director acting on behalf of the Ministry of Education, Culture, Sport and Youth, published an open call to artists and organisation in Cyprus and abroad to submit proposals for the performing arts (theatre, dance, music, opera, musical, children's productions, outdoor performances or a combination thereof and performances in non-conventional spaces (such as parks, streets, squares), which call is attached as '**Appendix A**'

and

WHEREAS

The Artistic Producer submitted his Bid which is attached as '**Appendix B**', within the deadline set, and this was evaluated by the Artistic Director of the KYPRIA International Festival and approved, and the Artistic Producer has been selected to participate in the KYPRIA International Festival.

UNDER THIS AGREEMENT The following are agreed:

1. DEFINITIONS:

- 1.1. **«Project»** means the Artistic production for which this Agreement is made.
- 1.2. **«Artistic Director»** means ??????.
- 1.3. **«Artistic Producer»** means the person, natural or legal, whose Bid was approved by the Artistic Director and who undertakes to carry out a specific Artistic Production for the KYPRIA International Festival
- 1.4. **«Artistic Production »** means the production of an opera entitled HISTORIA DE UN AMOR and includes all Artistic Performances of which the Artistic Production is composed.
- 1.5. **«Artistic Performances»** means the number of performances which all together make up the Artistic Production.
- 1.6. **«Artistic Team»** means the group of persons who will carry out Artistic Production (?????).

- 1.7. «**Bid**» means the bid submitted by the Artistic Producer to the Artistic Director of the KYPRIA International Festival in the framework of the Open Call for Proposals published by the Artistic Director on 12.01.2021, as can be seen in **Appendix B**.

2. OBJECT OF AGREEMENT

- 2.1. Pursuant to this Agreement, the Artistic Producer shall undertake to carry out the Artistic Production, which is described in clause 8 of this Agreement, and pursuant to the terms and conditions defined in this Agreement.

3. OBLIGATIONS OF ARTISTIC PRODUCER

- 3.1. The Artistic Producer shall undertake:

(a) To form an Artistic team, based on the specifications cited in the submission form for the Bid which was approved by the Artistic Director and the Government, for carrying out the Artistic Productions. Deviations from these specifications shall not be accepted without the prior consent of the Government.

(b) To secure and present evidence, upon signing of this Agreement, of the permit to perform the Project publicly, issued by to be presented by a competent person or organisation in connection with the intellectual rights that arise for the Project, its translation (where applicable), the music for the production, and in general anything that is required for the public presentation of the Project. Any charges for securing such rights shall be borne by the Producer.

(c) To pay all remunerations and allowances required for carrying out the Artistic Production and in any case, to undertake any expenses for the events.

(d) If the Artistic Team comes from abroad, to make travel arrangements, and to organise, board and lodging, daily allowances and to undertake all relevant expenses.

(e) To secure technical support for the Artistic Production, including, among other things, for the lighting, sound, sets, dressing rooms, and to undertake all costs and/or expenses in connection therewith. Any transportation of sets from abroad as well as customs clearance duties, shall be borne by the Artistic Producer.

(f) To pay, if so imposed by law, the appropriate income tax and Value Added Tax (where applicable), both for himself and for the artists composing the Artistic Team.

(g) To supply the Artistic Director, no later than 2 (two) weeks from the date of signing of this Agreement, with informative and advertising material, biographical notes and reviews, photographs, and any material related to the Artistic Production which, pursuant to this Agreement, he is undertaking to produce. Responsibility for editing and translating the texts to be delivered, shall be borne by the Artistic Producer. In case of the Artistic Producer's failure to respond within the deadline, the Government shall impose a penalty clause for delay/delivery, which shall amount to ten (10%) per cent of the daily contractual value of the Artistic Production. The texts to be delivered must be in both Greek and English. If the Artistic Producer wishes to print his own programme for the Artistic Production, he shall also undertake the costs involved for this, and the programme must meet with the approval of the Artistic Director.

3.2. The Artistic Producer shall have full and sole responsibility for the smooth conduct and performance of the Artistic Production.

3.3. The Artistic Producer shall undertake full and sole responsibility for taking all due measures, based on the legislation of the Cyprus Republic, to protect the health and safety of all persons involved in any way in the Artistic Production and/or the Artistic Team.

3.4. The Artistic Producer must indemnify and protect Government against any claim that might arise in the framework of enforcing this Agreement.

3.5. The Artistic Producer must carry out the Artistic Production at the specific time that the Artistic Director shall specify and shall have no power or right to alter and/or prevent the commencement of any Artistic Production/Artistic Performances at the time set by the Artistic Director.

3.6. The Artistic Producer must facilitate and/or in any case, must not prevent the Artistic Director from monitoring the preparations for the Artistic Production/Artistic Performances and shall undertake the obligation to provide to the Artistic Director any information and/or update he might require, including matters that relate to checks regarding whether all that has been agreed is observed in connection with those involved in the Artistic Production, its contents and manner of presentation.

4. OBLIGATIONS OF GOVERNMENT

4.1. The Government shall provide to the Artistic Production as soon as possible any information and/or documentation at its disposal which might be related to the performance of the Agreement. If such information is contained in documents, these shall be returned to the Government at the end of the enforcement period of the Agreement.

4.2. The Government shall cooperate with the Artistic Producer in connection with the provision of any information which he might reasonable require in order to enforce the Agreement.

4.3. The Government shall take all reasonable steps in order to:

(a) Secure the venues for the Artistic Production. The Government is the competent body for deciding on the venue for the Artistic Production and the Artistic Producer shall be bound to carry out the Artistic Performances at the venue designate by the Government.

(b) Enter into an Agreement with a company that issues and distributes tickets for the

Artistic Production, both electronically and from fixed sales points island-wide, at €15.00 (fifteen euro) for a regular ticket and €10.00 (ten euro) for a reduced price ticket and €8 (eight euro) general entrance for children's performances.

(c) To grant 10 (ten) numbered invitation in total to the Artistic Producer for his own use.

5. RECOMPENSE

5.1. Pursuant to this Agreement, recompense shall be set at **????? euro (€ ????)** euro for the Artistic Production as described in paragraph 8 below. The above amount shall include the appropriate VAT.

6. PAYMENT OF RECOMPENSE BY GOVERNMENT

6.1. Pursuant to this Agreement, recompense shall be paid by the Government to the Artistic Producer as follows:

(a) Down payment corresponding to **30% (thirty per cent)** of the recompense agreed under clause 5.1, within fifteen days from the signing of the Agreement.

(b) Payment of the remaining amount, corresponding to **70% (seventy per cent)** of the recompense agreed under clause 5.1., within a reasonable space of time following completion of the Agreement. This amount, which corresponds to 70% of the value of the Agreement, shall be paid as follows:

(i) If the amount received from total ticket sales for all Artistic Performances is equal to the amount that corresponds to 70% of the agreed remuneration, the Government shall not pay any additional amount to the Artistic Producer and it shall be considered that the Government has responded fully to its obligations.

(ii) If the amount received from total ticket sales for all Artistic Performances is less than the amount that corresponds to 70% of the agreed remuneration, the Government shall pay to the Artistic Producer the difference that will arise between the said receipts and the amount that corresponds to 70% of the agreed remuneration.

6.2. Payments by the Government to the Artistic Producer shall be made by deposit/transfer of each owed sum, pursuant to the above terms under 5.1 and 6.1, to the bank account whose details are contained in **Appendix C** (FIMAS Form).

6.3. Pursuant to the provisions of the Accounting and Financial Management Act of the Republic of 2014 (L. 38(l)/2014) as amended, the Accountant General of the Republic may at his discretion when any payment is made to a natural or legal person pursuant to this Agreement, deduct any amounts owed by the Artistic Producer to any Ministry or Department or Independent Service or other Special Fund of the State.

6.4. Upon deposit of each amount owed as above, it shall be considered that the Government has responded to its obligations towards the Artistic Producer.

7. RESPONSIBILITY FOR EXECUTING THE OBJECT OF THE AGREEMENT

7.1. The Artistic Producer shall have absolute responsibility for executing the object of the Agreement and is therefore solely responsible for carrying out the Artistic Production described above under clause 2 and below under clause 8, while the Government, through the Artistic Director or directly, shall have the exclusive right to oversee and monitor progress in the execution of the Object of the Agreement by the Artistic Producer in order to safeguard the quality and completeness of the Artistic Production.

8. TIME AND PLACE FOR IMPLEMENTING THE OBJECT OF THE AGREEMENT

8.1. This Agreement shall enter into force immediately after it has been signed.

8.2. The Artistic Producer shall undertake the obligation to see to the carrying out of the Artistic Production as follows:

Title of Production: ???

Number of Artistic Performances to be performed: ???

Dates of performance of the Artistic Performances???

Venues for Artistic Performances: ?????

8.3. The Agreement shall not be considered as fulfilled until the Artistic Production has been completed as specified above under clause 8.2 of this Agreement.

9. GOOD PERFORMANCE GUARANTEE

9.1. The Artistic Producer shall provide a Good Performance Guarantee in the form of a Bank guarantee for an amount equal to 10% of the total value of the Agreement (see Article 5.1), in the name of the Permanent Secretary of the Ministry of Education, Culture, Sport and Youth. The Good Performance Guarantee, which is attached as **Appendix D**, shall remain in force throughout the duration of this Agreement and for one additional month following fulfilment on the part of the Artistic Producer of his obligations pursuant to these presents.

9.2. The Good Performance Guarantee shall be returned to the Artistic Producer 31 days after he has fulfilled his obligations pursuant to this Agreement and after discharging any demands by the Government to the Artistic Producer, and it shall be forfeited in favour of the Government, in case of termination of this Agreement owing to the failure of the Artistic Producer to fulfil his obligations that stem from this Agreement.

10. WARRANTY

10.1. The Artistic Producer must respect and comply with all current laws and regulations of the Republic of Cyprus and ensure that the Artistic Team and/or everyone involved in the Artistic Production respect and comply with all the laws and regulations of the Republic of Cyprus. The Artistic Producer must indemnify the Government for any claims and proceedings that might arise from any breaches on the part of the Artistic Producer, the Artistic Team and/or the bodies and/or persons involved in the Artistic Production who are under his control and/or directions, of the Laws and Regulations of the Republic.

10.2.

11. TAX AND CUSTOMS REGULATIONS

The Agreement shall not be exempt from taxes and duties, including VAT.

12. AMENDMENT OF AGREEMENT

This Agreement may be amended only if done by written Agreement between the Parties, which shall be attached to these presents and form an integral part thereof.

13. FORCE MAJEURE

13.1. In case of an incident of force majeure that results in the cancellation of the Artistic Production, wholly or in part, if the Artistic Production is cancelled completely, in other words, it does not prove possible to hold it on another date and/or place, the event shall not be considered to have been performed. In such a case, the respective Agreement shall provide for the total discharge of all the parties' obligations on either side.

13.2. Should the Government decide to cancel an Artistic Production because of the SARS-CoV-2 pandemic, the Government shall be obliged, only in such a case, to pay the Artistic Producer an amount corresponding to 70% of the actual expenses which the Artistic Producer has sustained up to the time that the decision to cancel is taken, provided that the Artistic Producer produces for the Government all necessary proof.

13.3. For the purposes of this clause, 13, 'Force Majeure' means acts of God, strikes, hostilities, wars, declared or undeclared, exclusions, uprisings, revolts, acts of terrorism, epidemics, landslides, earthquakes, storms, lightning strikes, floods, erosions resulting from flood waters, civil unrest, explosions, and any other unforeseen events that are beyond the control of the Parties and which cannot be tackled by any Party with due care.

14. NOTICES

Every notice between the Parties in connection with this Agreement must be in writing and must be delivered either in printed or electronic form to the addresses specified below. Every notice to the Parties shall accordingly be deemed to have been legally served if despatched by registered letter or delivered or left at the addresses specified below or sent by email to the addresses specified below:

- (a) To the Government at the following address: 27 Iphigeneia Street, 2007, Nicosia
Email: mtryfonidou@culture.moec.gov.cy
Tel: 22 809840
- (b) To the Artistic Producer at the following address: ????
Email: [???](#)
Fax:, Tel ????

15. Appendices

All Appendices to this Agreement shall constitute an integral part thereof and shall be read and construed pursuant to it.

16. Language of the Agreement

The language of the Agreement and all written communications between the Government and the Artistic Producer shall be the Greek language.

17. Termination of Agreement

All terms of these presents are material, including its Appendices, and any breach of any term by one party, shall give the right to the other party to terminate the Agreement and seek compensation.

18. Jurisdiction - Applicable Law

This Agreement shall be governed by the Laws of the Republic of Cyprus and shall be construed exclusively and pursuant thereto and, in connection with any dispute, sole jurisdiction lies with the Courts of the Republic of Cyprus.

This Agreement was drawn up in the Greek language in three original copies, of which two originals were received by the Government and one original was received by the Artistic Producer.

On behalf of and for the account of the Government:

Witnesses:

1. Signature:

Signature:

Name:

Title:

2. Signature:

Name:

Name:

On behalf of and for the account of the Artistic Producer

Witnesses:

1. Signature:

Signature:

Name:

Title:

2. Signature:

Name:

Name:

«Stamp duty» (original: 0.15% of the value of the agreement minus the first 5000 euro; copy: €2.00)

