**AGREEMENT**

This Agreement is entered into on this date ………./………/2021 by and between:

The Government of the Republic of Cyprus by the Permanent Secretary of the Ministry of Education, Culture, Sport and Youth, Mr. Kypros Kyprianou, located at Kimonos and Thoukydidou Corner, Akropoli, 1434 Lefkosia (hereby known as “the Government”), and;

Mr./Mrs.……………………..located at ………………………………………………………………. (hereby known as the “Artistic Producer”) represented legally by ……………………………………;

The Government and the Artistic Producer shall be hereby called separately as “the Party” and together as “the Parties” or as “the Agreed Parties”.

**preamble**

BECAUSE in the context of the promotion of culture, the effort to elevate the artistic feeling of the public and the presentation of productions that promote universal values ​​and reflection on social and political phenomena of the time, through a timeless approach, the International Festival "KYPRIA" has been held since 1993

and

BECAUSE the International Festival "KYPRIA" aims to present, to both Cypriots and visitors, a range of cultural events of the highest possible level and to promote high quality productions from various fields of performing arts, through the participation of both Cypriots and foreign artists

and

BECAUSE the person responsible for the evaluation, selection and preparation of the final program of the International Festival “KYPRIA”, for which the approval of the Director of Cultural Services of the Ministry of Education, Culture, Sport and Youth is required, is the Artistic Director of the International Festival “KYPRIA” (hereinafter referred to as "Artistic Director")

and

BECAUSE the Artistic Director within the framework of his responsibilities, as defined by an Agreement between him and the Ministry of Education, Culture, Sport and Youth, acting on behalf of the Ministry of Education, Culture, Sport and Youth, addressed an open invitation to Cypriot artists and artists abroad for submitting proposals for performing arts (theater, dance, music, opera, musicals, children's performances, outdoor performances or a combination thereof and performances in non-conventional venues, such as parks, streets, town squares) which is attached as **"Annex A"**

and

BECAUSE

The Artistic Producer submitted his Bid, which is attached as **"Annex B"**, within the deadline set for this purpose, that was evaluated and approved by the Artistic Director of the "International Festival KYPRIA" and the Artistic Producer has been selected to participate in the International Festival “KYPRIA”.

**NOW THEREFORE,** in consideration with the covenants included in this Agreement both parties agree as follows:

1. **definitions:**
	1. **“Project”** shall refer to the Artistic Production under this Agreement.
	2. **“Artistic Director”** shall refer to Mr. Andy Bargilly.
	3. **“Artistic Producer”** shall refer tothe individual, natural person or legal entity, whose Bid has been approved by the Artistic Director and who undertakes the implementation of a specific Artistic Production for the "International Festival KYPRIA".
	4. **“Artistic Production”** shall refer to …………….and includes all the Artistic Performances that make up the Artistic Production.
	5. **“Artistic Performances”** shall refer tothe number of performances that altogether make up the Artistic Production.
	6. **“Artistic Team”** shall refer to the group of people who will carry out the Artistic Production(………………… and his/her team).
	7. **“Bid”** shall refer to the proposal submitted by the Artistic Producer to the Artistic Director of the "International Festival KYPRIA", in the framework of the Open Invitation sent by the Artistic Director on 01.12.2020, as shown in **Annex B**.
2. **OBJECTIVE OF AGREEMENT**

2.1. With this Agreement, the Artistic Producer undertakes the realization of the Artistic Production, described in clause 8 of this Agreement and in accordance with the terms and conditions set forth in this Agreement.

**3.** **OBLIGATIONS OF THE ARTISTIC PRODUCER**

3.1. The Artistic Producer undertakes:

1. To create an Artistic Team, based on the specifications mentioned in the bid submission form, which was approved by the Artistic Director and the Government, for the implementation of the Artistic Productions. Deviations from these specifications will not be accepted without the prior approval of the Government.
2. To secure and present with evidence, at the signing of this Agreement, the public execution permit of the Project issued by ………. which will be presented, by an authorized person or organization in relation to the copyright arising for the Project, its translation (where applicable), its musical score and generally anything required for the public execution of the Project. Any burden in relation to securing these rights shall be borne by the Producer.
3. To pay all the fees and allowances required for the realization of the Artistic Production and, in any case, to bear any expenses required for the realization of the events.
4. To arrange, in case the Artistic Group is coming from abroad, its trip to Cyprus as well as the group’s accommodation, food, daily allowances and commuting, and bear all relevant expenses.
5. To ensure the technical support for the Artistic Production including, among others, the lighting, sound, sets, dressing rooms and to bear the expenses and/or any other costs related to it. Any transfer of sets from abroad as well as their customs clearance costs will be borne by the Artistic Producer.
6. To pay, where imposed by law, the corresponding income tax and Value Added Tax - VAT (where applicable), both for himself and for the artists comprising the Artistic Group.
7. To supply the Artistic Director, in no later than 2 (two) weeks from the date of the signature of this Agreement, with information and advertising material, CVs and reviews, photographs and any other material related to the Artistic Production that he/she undertakes to implement under this Agreement. The responsibility for the editing and translation of the deliverables bears the Artistic Producer. In case of an untimely response on behalf of the Artistic Producer, the Government will impose a clause for each day of delay/submission, which amounts to ten percent (10%) of the daily contractual value of the Artistic Production. The texts should be submitted in both English and Greek, and in the case that the Artistic Producer wishes to proceed with the printing of his/her own program for the Artistic Production, he/she will bear all relevant costs, provided that it is approved first by the Artistic Director.

3.2. The Artistic Producer has the full and exclusive responsibility for the smooth operation and realization of the Artistic Production.

3.3. The Artistic Producer undertakes a full and exclusive obligation to take all appropriate measures, based on the legislation of the Republic of Cyprus, for the protection of the health and safety of all persons involved in the Artistic Production and the Artistic Group, for as long as this Agreement is in effect. The Government bears no responsibility for the health and safety of those involved in the Artistic Production and/or the Artistic Group.

3.4. The Artistic Producer is obliged to compensate and protect the Government against any claim that may arise in the context of the execution of this Agreement.

3.5. The Artistic Producer is obliged to implement the Artistic Production at the specific time determined by the Artistic Director and has no authority or right to differentiate and/or prevent the commencement of any Artistic Production/Artistic Performances at the predetermined time set by the Artistic Director.

3.6. The Artistic Producer is obliged to facilitate and/or, in any case, not prevent the Artistic Director from supervising the preparation of the Artistic Production/Artistic Performances and undertakes to provide the Artistic Director with any information requested by the latter, including matters concerning the compliance of what has been agreed in relation to the members involved in the Artistic Production, its content and the manner of its presentation.

**4. OBLIGATIONS BY THE GOVERNMENT**

4.1. The Government will provide the Artistic Producer with any information and/or documentation at its disposal, that may be related to the execution of the Agreement, as soon as possible. In case that such information is included in documents, they should be returned to the Government when this Agreement is dissolved.

* 1. The Government will cooperate with the Artistic Director for securing any information that the latter may reasonably request in order to execute the Agreement.
	2. The Government will take all necessary steps for:
1. Securing the spaces in which the Artistic Production will take place. The Government is responsible for deciding on the venue of the Artistic Production and, the Artistic Producer has the obligation to implement the Artistic Performances that constitute the Artistic Production in the designated venue by the Government.
2. The conclusion of an Agreement with a ticketing company for the Artistic Production, electronically and from physical points of sale throughout Cyprus, at the price of €15.00 (fifteen Euros) for a regular ticket, at the price of €10.00 (ten Euros) for reduced tickets, and at the price of €8 (eight Euros) as a general admission to children's shows.
3. The granting of a total of 10 numbered invitations to the Artistic Producer for his/her own use.
4. **COMPENSATION**
	1. The compensation under this Agreement is set at the amount of ***……………………………….. euros (€…………..)*** for the Artistic Production as described in paragraph 8 below. The corresponding VAT is included in the amount above.
5. **PAYMENT OF COMPENSATION BY THE GOVERNMENT**

6.1. The compensation under this Agreement will be paid by the Government to the Artistic Producer as follows:

1. An advance payment, for an amount corresponding to 30% (thirty percent) of the agreed compensation under clause 5.1, within fifteen days from the signature of the Agreement.
2. Payment of the remaining amount, corresponding to 70% (seventy percent) of the agreed compensation under clause 5.1., within a reasonable time after the conclusion of the Agreement. This amount, corresponding to 70% of the total value of the Agreement, will be paid as follows:

(i) if the amount collected from the total ticket sales of all Artistic Performances is equal to the amount corresponding to 70% of the agreed compensation, then the Government will not pay any additional amount to the Artistic Producer and it will be deemed that the Government has complied fully with its obligations.

(ii) if the amount collected from the total ticket sales of all Artistic Performances is less than the amount corresponding to 70% of the agreed compensation, then the Government will pay to the Artistic Producer the difference that will arise between these sales and the amount corresponding to 70% of the agreed compensation.

6.2. Payments to the Artistic Producer by the Government will be made by deposit/bank transfer of the respective amount due, under the above terms under 5.1 and 6.1, to the bank account whose details are stated in **Appendix C** (FIMAS Form).

6.3. In accordance with the provisions of the Accounting and Financial Management and Financial Control of the Republic Law of 2014 (Law 38 (I) / 2014) and as amended, the Accountant General of the Republic may deduct, at his/her discretion, when making any payment to a natural or a legal entity under this Agreement, any amounts due from the Artistic Producer to any Ministry or Department or Independent Service or other Special Fund of the state.

6.4. By the deposit of the respective amount due as stated above, it will be considered that the Government has complied with its obligations towards the Artistic Producer.

1. **RESPONSIBILITY FOR EXECUTION OF THE OBJECT OF THE AGREEMENT**
	1. The Artistic Producer is solely responsible for the execution of the object of the Agreement and is therefore solely responsible for the implementation of the Artistic Production described above under clause 2 and below under clause 8, while the Government, via the Artistic Director or directly, has the exclusive right to supervise and control the execution of the Object of the Agreement by the Artistic Producer, in order to ensure the quality and completeness of the Artistic Production.
2. **TIME AND PLACE OF IMPLEMENTATION OF THE OBJECT OF THE AGREEMENT**
	1. This Agreement shall enter into force immediately upon signature.
	2. The Artistic Producer undertakes the obligation to ensure the implementation of the Artistic Production as follows:

**Production title:** …………………………….

**Number of Performances**: …………………………..

**Dates of the Performances**: …………………………..

**Venues of the Performances**: ………………………

* 1. The Agreement will not be considered fulfilled unless the Artistic Production takes place as defined above under clause 8.2 of this Agreement.
1. **PROPER FULFILLMENT GUARANTEE**
	1. The Artistic Producer provides a Proper Fulfillment Guarantee in the form of a bank guarantee for an amount equal to 10% of the total amount of the value of the Contract (see Article 5.1), in the name of the General Director of the Ministry of Education, Culture, Sport and Youth. The Proper Fulfillment Guarantee, attached as **"Appendix D"**, remains in force throughout the duration of this Agreement and for an additional 1 month after the completion of the Artistic Producer’s obligations under this.
	2. The Proper Fulfillment Guarantee shall be returned to the Artistic Producer within 31 days after the fulfillment of his/her obligations under this Agreement and after the settlement of any claims made by the Government against the Artistic Producer, while it is automatically forfeited in favor of the Government, in case of failure of the Artistic Producer to fulfill his/her obligations under this Agreement.
2. **GUARRANTEE ASSURANCE**
	1. The Artistic Producer must respect and comply with all applicable laws and regulations in the Republic of Cyprus and ensure that the Artistic Group and/or all those involved in the Artistic Production will respect and comply with all laws and regulations of the Republic of Cyprus. The Artistic Producer must compensate the Government for any claims and procedures that may arise from any breach by the Artistic Producer, the Artistic Group and/or persons involved in the Artistic Production that are under the control and/or are under his/her instructions, of the Laws and Regulations of the Republic.
3. **TAX AND CUSTOMS REGULATIONS**

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

1. **AGREEMENT MODIFICATION**

This Agreement may be amended only if it is made in writing and agreed upon by both parties. The new Agreement document shall be attached to this Agreement and shall form an integral part thereof.

1. **FORCE MAJEURE**
	1. In case of force majeure, which results in the cancellation of the Artistic Production, in whole or in part, then and if there is a final cancellation, i.e. it is not possible to perform it on another date and/or place, then this event does not count as realized. In this case, the respective Agreement will provide for the total release of the parties from their mutual obligations.

13.2. In the event that the Government decides to cancel the Art Production due to the SARS-CoV-2 virus pandemic the Government undertakes, only in this case, to pay to the Art Producer an amount corresponding to 70% of the actual expenses that have been realized by the Artistic Producer until the moment of the decision for cancellation, meaning that he/she will present to the Government all the legal evidence.

13.3. For the purposes of the term 13, "Force majeure" means natural disaster, strikes, hostilities, wars, declared or not, blockades, uprisings, stances, terrorist acts, epidemics, landslides, earthquakes, storms, lightning, floods, civil disturbances, explosions and any other unforeseen occurrence beyond the control of the Parties, which cannot be dealt with by any of the Parties with due care.

**14. NOTIFICATIONS**

Any notification between the Parties relating to this Agreement must be in writing and must be given in either printed or electronic form to the addresses set out below. Any notification to the Parties, respectively, shall be deemed to have been duly served if sent by registered letter or delivered or left to the addresses specified below or sent by e-mail to the addresses specified below:

1. For the Government to the address: 27 Ifigeneias street, 2007 Strovolos, Nicosia, Cyprus

 Email: mtryfonidou@culture.moec.gov.cy

 Telephone: 22 809840

1. For the Artistic Director to the address:

 Email: andy@bargilly.com

**15. Annexes**

All Annexes to this Agreement shall form an integral part thereof and shall be read and interpreted in accordance with it.

**16.** **Language of the Agreement**

The language of the Agreement and all written communication between the Government and the Artistic Producer will be Greek.

**17. TERMINATION OF THE AGREEMENT**

All terms hereof are essential, including the Annexes thereto, and any breach of any term by one party entitles the other party to terminate the Agreement and claim damages.

**18. JURISTICTION – APPLICABLE LAW**

This Agreement shall by governed by the Laws of the Republic of Cyprus and is construed exclusively and in accordance with them and for any dispute the Courts of the Republic of Cyprus have the exclusive jurisdiction.

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

***On behalf of the Government:***

|  |  |
| --- | --- |
| *Signature: ............................................**Title: ...................................................**Name: ..................................................* | *Witnesses:* *1. Signature: .............................................* *Name: ..................................................**2. Signature: .............................................* *Name: .................................................* |

***On behalf of the Artistic Producer***

|  |  |
| --- | --- |
| *Signature: .............................................**Title: ..................................................**Name: ..................................................* | *Witnesses:* *1. Signature: .............................................**Name: ..................................................**2. Signature: .............................................* *Name: .................................................* |

"Stamps" (original: 0.15% of the value of the contract less the first 5,000 euros, copy: €2.00)