



REPUBLIC OF CYPRUS
MINISTRY OF
EDUCATION AND CULTURE

File No.:

**AGREEMENT No. ____ FOR STAGING EVENTS
AT THE INTERNATIONAL FESTIVAL "KYPRIA 2019"**

The Ministry of Education and Culture, in charge of organizing the International Festival "Kypria 2019", legally represented by its **Permanent Secretary**, hereinafter referred to as the "**Organizer**,"

and _____ Registration / I.C. No. _____ of (address) _____ tel. no. _____, fax no. _____, email: _____ legally represented by Mr. _____, hereinafter referred to as the "**Producer**",

both constituting the contracting parties to this Agreement, have agreed and accepted the following:

1. The **Organizer** hereby assigns to the **Producer** the staging of **NUMBER** Performances with _____ under the title _____. The performances will be held on _____ **September/October 2019** at _____ Theatre and on _____ **September/October 2019** at _____ Theatre under the responsibility of the **Producer**.
2. In order for the above events to take place, the **Organizer** shall undertake the following:
 - (a) To pay the **Producer** fees of the total amount of € _____ (_____ thousand euro) in three instalments, as follows:
 - **Amount € _____ (_____ thousand euro)**, approximately one week after the signing of this Agreement (30% of the total amount).
 - **Amount € _____ (_____ thousand euro)**, one week before the arrival of the company of artists to Cyprus – if they are travelling from abroad – or three days before the event, if the company is from Cyprus (30% of the total amount).
 - **Amount € _____ (_____ thousand euro)**, after the completion of the events, within one month after submission of the accounts (40% of the total amount).
 - (b) To secure the venues for the staging of the events.
 - (c) To secure a company for issuing and selling tickets electronically or at predesignated sale points all over Cyprus, at the maximum price of €10.00 (ten Euros) each and at a minimum price corresponding to 50% of the price of the normal ticket. The net ticket sales revenue, or part of it, will cover the third instalment of the production office fees. In case this

amount is not sufficient to cover the agreed third instalment, the Ministry of Education and Culture will cover the difference.

(d) To supply the Producer with 20 invitations for his/her own purposes.

The **Producer** shall undertake the following:

(a) To secure the above troupe under the specifications stated in the submission form of his proposal, as approved by the **Organizer** for the events (deviations/differentiations shall not be accepted unless there is strong justification (sickness/accident, war, force majeure, etc.). Any deviation or differentiation without strong justification shall impact on the final amount of the grant).

(b) To secure and present with proof, before signing the contract, the permit for public performance of the work presented, by an authorized person or organization in relation to the intellectual rights arising from the work, its translation (where applicable), its music and in general all things in connection with which its use in public performance provides for the payment of such rights. Any charge in relation to securing these rights shall be borne by the **Producer**.

(c) To pay all fees and allowances required for carrying out the above events.

(d) To make arrangements for air tickets, accommodation, meals, daily allowances and the travelling of the troupe within Cyprus, and to undertake all expenses for the above in case where the troupe comes from abroad.

(e) The responsibility and the expenses for the technical support of the events, such as lighting, sound, stage sets, dressing rooms etc., as well as any transportation of scenic elements from abroad and their customs clearance and transportation within Cyprus, shall be borne by the **Producer**

(f) The Producer is obliged to pay, as needed, pursuant to the law, the required income tax and Value Added Tax, both for himself and for the artists from abroad as well as the Entertainment Tax.

(g) To supply the Artistic Director of the Festival, within two weeks at the latest from the date of signing of this Agreement, with information and advertising material, CVs, reviews, photographs etc. The **Producer** shall be responsible for the editing and translation of the texts to be delivered. In case of non-compliance with the deadline, a sum of €100 per day shall be deducted from the total amount of remuneration. The texts to be delivered shall be in Greek and English. Also, if the Producer desires, he can print his own individual program for the performance, and this will be done at his own expense. The programme must be approved by the Artistic Director.

(h) The responsibility for the smooth running of the above events and the departure of the members of the troupe, as well as the health and safety of those involved in the performance according to the law (actors, artists, dancers, technicians etc.) both during the performance and the rehearsals and setting up at the venue. It is clarified that the time for the start of each performance will be determined by the Artistic Director (the time will be clearly stated in the Programme and on the Tickets). The Producer shall not have power to alter and/or prevent the opening of the performance at the time specified, for any reason.

(i) The Artistic Director must be able to attend rehearsals and/or receive constant briefing in connection with the progress of preparations. He shall also be entitled to monitor

compliance with the agreement as regards the contributors and the content and the way the production is presented in general.

- (j) The deposit of a guarantee in the form of a bank guarantee or personal cheque for an amount equal to 10% of the total amount agreed [section 2(a)] for the participation of the troupe in the International Festival “Kypria 2019”, made payable to the name of the Permanent Secretary of the Ministry of Education and Culture. The guarantee will be returned 30 days at the latest after the events have taken place.
4. In case of wrongful breach of contract by either contracting party, the culpable party shall be bound to return immediately any amounts received in the form of an advance or partial payment under this agreement and/or to indemnify the other party for damages incurred by this occurrence. If the two parties fail to come to an agreement, the dispute shall be settled by the courts of Cyprus.
5. Any amendment to the above terms, which are all considered essential, must be evidenced by a new agreement in writing.
6. This agreement has been drawn up in two original copies, which are signed by the contracting parties and each contracting party (the **Organizer** and the **Producer**) has received one copy.

For the **Organizer**
Permanent Secretary
of the Ministry of Education and Culture

For the **Producer**

.....
.....

Witnesses :

1. Signature:

Name:

2. Signature:

Name:

Date:

«stamp»

(original : 0.15% on the value of the contract, copy : €2.00)