*Annex No. 3 to the Regulations of the "City Youth Activator" programme*

**AGREEMENT**

**NO. MAM/...../2023**

concluded in Lublin on .................... between: "Teatrikon" Foundation for Youth Creativity, Education and Animation, with registered office at 4/17 Szpinalskiego Street, 20-860 Lublin, , NIP: 7123203276, KRS: 0000350467, represented by Dariusz Figura - President of the Board, hereinafter referred to as the Foundation,

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Ms./Mrs. .................., residing at ................. PESEL: .............., telephone number: hereinafter referred to as the Project Supplier,

and the two entities mentioned above together hereinafter referred to as the Parties.

§1

1. The Project Supplier undertakes to carry out the task named: "............." hereinafter referred to as the Project, the description of which constitutes: Annex No. 2 (Project Proposal) to this Agreement.
2. The Foundation allocates for the realisation of the project the amount: ............ PLN gross (in words: ........ PLN gross) from the programme "City Youth Activator" in 2023.
3. The Project Promoter declares that, before signing this Agreement, he/she has read the regulations of the "City Youth Activator" programme, edition in 2023, and accepts their provisions. He/she further declares that he/she will abide by the provisions of the programme regulations as well as this Agreement.

§2

1. The Project Proponent undertakes to:
	1. prepare, carry out and supervise the project in accordance with its description constituting Appendix No. 2 (Project Proposal);
	2. prepare, maintain, supervise and carefully store all documentation necessary for the proper implementation of the Agreement;
	3. provide the Foundation with a report on the implementation of the activities carried out within the framework of the "City Youth Activator" programme (Attachment No. 3) prepared according to the template and hand-signed, as well as photographic or video documentation of the course of the Project carried out within the framework of the "City Youth Activator" programme within 14 days from the completion of the Project, with appropriate and unrestricted consent for their use (in addition to the signed paper version of the report, the Project Supplier should also send the completed form in an editable version to the Foundation's e-mail address: fundacja@teatrikon.pl or attach it on a CD or DVD to the paper form);
	4. keep the Foundation informed in a current and comprehensive manner of all events, circumstances, which have any connection with this Agreement and the event referred to in §1 of the Agreement. 2.
2. Within the framework of the concluded Agreement, the Project Supplier will be entitled to make expenses to cover costs necessary for the implementation of the event referred to in § 1 of the Agreement. The Project Supplier is obliged to spend the aforementioned costs only according to the budget and the submitted project proposal. 3.
3. The Foundation will cover the costs incurred by the Project Supplier as specified in Annex 2 (Project proposal) to the Agreement in one of the 2 ways:
	1. payment of transfer invoices and/or bills issued to the Foundation;
	2. reimbursement of costs incurred on the basis of submitted invoices and/or receipts issued to the Foundation.
4. In exceptional cases, it is allowed to transfer funds for the implementation of the project in the form of an advance payment.
5. Payments related to the implementation of the Project, considered as eligible costs, will be made by the Foundation upon acceptance of duly issued bills (with NIP) or invoices presented by the Project Promoter, based on the following data: Teatrikon Foundation, 4/17 Szpinalskiego Street, 20-860 Lublin, NIP: 7123203276.
6. Apart from the payment specified in Annex 2 (Project Application) to the Contract, the Project Proponent will not be entitled to any other financial claim against the Foundation under this Contract.
7. The Project Supplier is obliged to provide the Foundation with duly completed invoices or bills within a time period allowing for proper and correct execution of payment instructions by the Foundation.

 §3

1. The Project Supplier is obliged to promote the implemented project.
2. The Project Supplier should place an appropriate bar on all promotional materials (both printed and on the Internet), as well as film materials, including reports from the implementation of the Project or other audio-video materials produced within the framework of the Project, each time with the following logotypes: Lublin City of Inspiration, European Youth Capital, the visual sign of the "City Youth Activator" programme, also the Foundation's logotype with the note: "Project implemented thanks to the support of the City of Lublin". The Project Promoter will receive an appropriate bar from the Foundation.
3. The Project Proponent agrees to the recording of the Project (photo, audio, video) by the persons authorised by the Foundation and the Lublin City Hall, as well as free and unlimited use of recorded materials for promotional and organisational purposes of the "City Youth Activator" programme, the Lublin City Hall and the Foundation.
4. The project implementer undertakes to provide the Foundation with the consents signed by adult participants (in the case of minors the consents should be signed by their legal guardians) for the recording and use of their image, i.e. photographs, films, recordings, etc. made during the project referred to in §1. The image materials will be posted on social networking sites, the Lublin City Hall and the Foundation's website, and used in promotional materials. The aim is to promote the "City Youth Activator" programme.

 § 4

1. The Foundation shall have the right to terminate the Agreement immediately in the event of:
	1. gross violation of the terms of this Agreement by the other Party;
	2. non-compliance with the intended use of the funds provided;
	3. failure by the Party to undertake activities aimed at the execution of the Agreement in such a way that the execution of the Agreement becomes impossible or significantly hindered. 2.
2. The right to terminate the Agreement shall be exercised by means of a written statement to the other Party.
3. In the case of failure to perform the whole or part of the Agreement by the Project Supplier, the Project Supplier is obliged to return the unused amount if it has received an advance payment for the implementation of the project.
4. The Project Supplier bears full liability to the Foundation and third parties for the implementation of this Agreement and any damages and claims that may arise on this account.

§ 5

1. The Parties declare their willingness to resolve amicably any disputes arising during the implementation of this Agreement.
2. If it is not possible to resolve amicably, any disputes arising from the implementation or interpretation of this Agreement shall be considered by the competent common court in Lublin.
3. In matters not covered by the Agreement, the provisions of the Polish Civil Code shall apply.

§ 6

 Any and all amendments to this Agreement must be made in writing under pain of nullity.

§7

The Agreement is concluded for a definite period of time, from the date of signing the Agreement to ................. r.

 §8

The Agreement has been drawn up in two counterparts, one for each of the Parties.

Foundation (signature)

Project proponent (signature)