Form approved

by the Director of the Lithuanian Film Centre

under the Ministry of Culture

 By Order No V-16 of 31 March 2022

**(Payment Agreement Form for a Grant for a Ukrainian citizen, film culture or art creator)**

**PAYMENT AGREEMENT FORM**

**FOR A GRANT FOR A UKRAINIAN CITIZEN,**

**FILM CULTURE OR ART CREATOR**

\_\_\_\_\_\_\_\_\_20\_\_\_ No.\_\_\_\_\_\_\_\_\_

 *(date and number)*

Vilnius

**Lithuanian Film Center under the Ministry of Culture** (hereinafter – LKC), represented by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,

 *(position, name, surname)*

acting in accordance with the regulations of the institution, and the recipient of the grant

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(name, surname, personal identification number of the recipient of the grant)*

(hereinafter – the Recipient of the Grant), hereinafter collectively referred to in this Payment Agreement of a Grant for Ukrainian Citizen, film culture or art creator (hereinafter – the Agreement) as the Parties, and each individually – a Party, in accordance with the Description of the Grant for Ukrainian Citizens, film culture or art creators, approved by the Minister of Culture of the Republic of Lithuania on 30 March 2022 by order No. ĮV-318 “On the Approval of the Description of the Procedure for Awarding Grants to Ukrainian Citizens, Film Culture or Art Creators” financed by the funds administered by the Lithuanian Film Center, (hereinafter – the Description) and the Director of LKC by order No. \_\_\_\_\_\_\_of \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_ , have concluded this Agreement:

**1. General provisions**

1.1. This Agreement establishes the procedure, conditions and terms of payment and reporting of the state grant for Ukrainian citizen, film culture or art creator (hereinafter - the Grant).

1.2. The Grant is awarded for the performance of the activities of the Recipient of the Grant specified in the order of the Director of LKC (hereinafter - the activities).

The 3-month implementation period of this activity is from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ until \_\_\_\_\_\_\_\_\_\_

 *(date) (date)*

**2. Obligations of the parties**

2.1. LKC undertakes to allocate 1 800 EUR (one thousand eight hundred EUR) to the recipient of the grant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(amount in digits) (amount in words)*

from the funds allocated to LKC by paying it to the bank account specified in the Recipient of the grant Agreement. The grant is paid within 10 working days from the signing of the Agreement.

 2.2. The Grant specified in Clause 2.1 of this Agreement shall not be paid by LKC and this Agreement shall be terminated unilaterally if at least one of the circumstances specified in Clause 30 of the Description arises or becomes apparent.

2.3. The recipient of the grant undertakes:

2.3.1. to complete the activities in accordance with the procedure and conditions established in the Agreement until the end of the period of completion of the activities specified in Clause 1.2 of the Agreement;

2.3.2. to use the Grant only to cover the costs related to the completion of the activity;

2.3.3. within 20 working days from the end of the period specified in Clause 1.2 of the Agreement, to submit to the LKC a report in the form established by the LKC Director for the grant received.

2.4. The Recipient of the Grant must return to LKC the entire Grant of the amount specified in Clause 2.1 of the Agreement within the term set by the LKC, if the Recipient of the Grant:

2.4.1. Submitted incorrect and / or falsified data (documents) to receive the grant;

2.4.2. fails to complete or improperly completes the obligations specified in clauses 2.3.1 - 2.3.2 of the Agreement;

2.4.3. fails to fulfil or improperly fulfils the obligation specified in Clause 2.3.3 of the Agreement, unless the Recipient of the Grant submits documents proving the unforeseen reasons (*force majeure*) due to which the deadline for submission of the report on the received grant has been missed and LKC decides to renew it.

2.5. After the recipient of the grant informs LKC that due to objective reasons it is no longer possible to carry out the activity for which the grant was awarded, the decision on returning or not returning the grant is made by the LKC director after assessing the reasons for not being able to carry out the activity.

2.6. If the recipient of the grant fails to perform or improperly fulfils the obligation specified in Clause 2.4 of the Agreement, the part of the grant not returned to LKC shall be recovered in accordance with the procedure established by legal acts.

 **3. Final provisions**

3.1. The Parties agree that all disputes, claims, and disagreements related to this Agreement or arising from its performance, breach, termination, or invalidity shall be settled through negotiations. If an agreement cannot be reached through negotiations, disputes shall be settled in accordance with the procedure established by the laws of the Republic of Lithuania.

3.2. The Recipient of the Grant is responsible for the correctness of the details of the Recipient of the Grant specified in the Agreement and for informing LKC in a timely manner if they change.

3.3. If a Party is unable to fulfil its obligations under the Agreement, it shall immediately notify the other Party in writing and apply to it for the addition, amendment, or termination of the Agreement.

3.4. Additions and amendments to the Agreement shall be valid only by written agreement of both Parties.

3.5. The Agreement is made in two copies of equal legal force, one for each Party.

3.6. This Agreement shall enter into force on the date of signing and shall remain in force until the Parties have fulfilled their obligations under it.

3.7. By signing this Agreement, the recipient of the grant confirms that:

3.7.1. they have read the Description and the Agreement, understood their content, all the provisions of the Description and the Agreement are known, clear, understandable, and acceptable to them;

3.7.2. there are no circumstances specified in clauses 10.1-10.2 of the Description or other circumstances restricting the signing of this Agreement.

 **4. Details of the parties and signatures of their representatives**

|  |  |
| --- | --- |
| **Lithuanian Film Centre under** **The Ministry of Culture** | **Recipient of the Grant** |
|   | Name, surname:  |
| Code 302783199 | Personal Identification Code:  |
| Address: Z. Sierakausko g. 15, Vilnius  | Address of actual residence: |
| Account No.: LT527300010132841105 | Account No.:  |
| Bank: AB Swedbank | Bank:  |
| Bank code: 73000 | Bank code:  |
| Tel. No.: +370 656 15395 | Tel. No.: |
| Email: info@lkc.lt  | Email: |

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

(signature) stamp (signature)