

APPROVED BY
 Order No. V-20 on 21 March 2024 by
 the Director of the Lithuanian Culture
 Institute

(Model Form of Agreement on the Direct Transfer of Financing to the Translator)

Agreement Date	
Agreement No.	

AGREEMENT ON THE DIRECT TRANSFER OF FINANCING TO THE TRANSLATOR

I. CONTACT INFORMATION OF THE PARTIES TO THE AGREEMENT

Party to the Agreement	Institute	Project Executor	Translator
Name or First Name and Surname			
No. of Legal Person or Date of Birth of Natural Person			
Address			
Telephone Number, E-mail			
Representative Signing the Agreement (position, name, surname)			
Authority of Representation (document)			

II. SPECIFIC PART OF THE AGREEMENT

1. DOCUMENTS ON BASIS OF WHICH THE PRESENT AGREEMENT IS CONCLUDED				
1.1. The Agreement on Partial Financing of the Project Promoting Literary Translations of Lithuanian Literature through the State Budget or the Agreement on Two-Stage Partial Financing of the Project Promoting Literary Translations of Lithuanian Literature through the State Budget	Date:		No.:	
1.2. The Report on Implementation and Actual Expenditure of Project Promoting Literature of Lithuania or the Report on Implementation and Actual Expenditure of Stage I, or the Report on Implementation and Actual Expenditure of Stage I and Stage II	Date:		No.:	
2. FINANCING TO BE TRANSFERRED TO TRANSLATOR				
2.1. Amount of Financing, EUR				
2.2. Data of the Bank Account of the Translator for the Transfer of the Financing				
2.2.1. Bank Account (IBAN)				
2.2.2. Bank Code (SWIFT)				
2.2.3. Bank				
2.2.4. Bank Address				

3. SPECIAL CLAUSES AND AMENDMENTS TO GENERAL PART (if applicable)	
3.1. Special Clauses	
3.2. Amendments to the General Part	

III. GENERAL PART OF THE AGREEMENT

1. General Provisions

- 1.1. The Agreement on Direct Transfer of Financing to the Translator (hereinafter ‘the Agreement’) is concluded between the Institute, the Project Executor and the Translator, who are hereinafter collectively referred to as ‘the Parties to the Agreement’, while each individually is referred to as a ‘Party’.
- 1.2. The Agreement has been concluded in accordance with the Description of the Procedure for Funding Projects Promoting Literary Translations of Lithuanian Literature through the State Budget, which was approved by the Minister of Culture of the Republic of Lithuania on 20 March 2024 by Order No. IV-260 (hereinafter ‘the Description’), in accordance with the agreement indicated in clause 1.1 of the specific part of the Agreement (hereinafter ‘the Financing Agreement’) and the report indicated in clause 1.2 of the specific part of the Agreement (hereinafter ‘the Project Report’).
- 1.3. Having regard to the fact that the Agreement has been concluded on the basis of the documents indicated in clause 1.2 of the general part of the Agreement and would not have existed nor been concluded by the Parties without them, the documents specified in clause 1.2 of the general part of the Agreement shall be considered an integral part of the Agreement in its execution and interpretation.
- 1.4. The general and specific parts of the Agreement together with all their annexes as well as the documents specified in clause 1.2 of the general part of the Agreement shall form a whole and shall not be separated.
- 1.5. The concepts used in the Agreement shall be understood as they have been defined in the Description, unless indicated otherwise in the Agreement.

2. Object of Agreement

2.1. Whereas:

- 2.1.1. the Project Executor has used the assistance of the Translator while implementing the Financing Agreement to translate the publication specified in it (hereinafter ‘the Publication’),
- 2.1.2. the Institute has undertaken an obligation in accordance with the Financing Agreement to allocate partial financing to the Project Executor to cover the expenses of translation of the Publication,
- 2.1.3. the Report submitted by the Project Executor is compliant, i.e. the Project Executor has reported on the project implementation or on its stage in accordance with the Financing Agreement,
- 2.1.4. the Project Executor has expressed its request in writing concerning the direct transfer of financing to the Translator,
the Institute is bound to directly transfer the amount of financing indicated in clause 2.1 of the specific part of the Agreement to the Translator in accordance with the Agreement.
- 2.2. Upon implementation of this Agreement, the Institute shall be deemed to have properly fulfilled the obligations stipulated in the Financing Agreement concerning the transfer to the Project Executor of the financing indicated in the Financing Agreement to cover the translation costs of the Publication.
- 2.3. The present Agreement shall not be interpreted more broadly than in the sense of the Parties agreeing on the direct transfer of the amount (or part thereof), allocated to the Project Executor on the basis of the Financing Agreement, to the Translator, i.e. the Agreement shall not replace any other provisions of the Financing Agreement (including but not limited to the Project Executor’s obligations related to the return of the amount of financing provided for in the Financing Agreement to the Institute in the cases specified in the Financing Agreement).
- 2.4. The Institute shall not have any other obligations to the Translator than those specified in the Agreement.

3. Procedure of Transferring Financing to the Translator

- 3.1. The Institute shall transfer the amount of financing, indicated in clause 2.1 of the specific part of the Agreement, to the Translator’s bank account, indicated in clause 2.2 of the specific part of the Agreement, no later than within 10 working days from the date of conclusion of the Agreement. The Agreement shall be deemed concluded when signed by all the Parties.
- 3.2. At the request of the Project Executor, the Institute shall provide it with a document confirming the transfer of the financing to the Translator (a bank account statement, etc.).

4. Period of Validity, Amendment and Termination of the Agreement

- 4.1. The Agreement shall come into force once signed by all the Parties and shall remain in force until the Parties fully discharge their obligations undertaken under the Agreement. The Agreement shall be concluded in the Lithuanian and English languages.
- 4.2. The Agreement may be concluded by signing a paper Agreement, using a qualified electronic signature or electronically without using the qualified electronic signature, i.e. exchanging scanned signed copies of the Agreement by e-mail or using an image of the signatory's signature for signing the Agreement. The paper Agreement shall be made out in three copies, one for each of the Party, while the electronic one – in a single copy.
- 4.3. Amendments to the Agreement shall be valid when agreed in writing by all the Parties.
- 4.4. The Agreement may be terminated if agreed in writing by the Parties.
- 4.5. The termination of the Agreement shall have no influence on the validity of those provisions of the Agreement which by their essence remain valid even after the termination of the Agreement.
- 4.6. The Parties shall agree that invalidity of one or more provisions of the Agreement does not make the entire Agreement invalid, except in the case where the Parties would not have entered into the Agreement without that provision, and such a provision cannot be replaced by a new provision.

5. Final Provisions

- 5.1. The Agreement and the legal relations arising from or related to it shall be governed, and the Agreement shall be interpreted, in accordance with the law of the Republic of Lithuania.
- 5.2. The Parties shall agree to resolve disputes by negotiation. If the Parties fail to resolve a dispute, disagreement or a claim arising from the Agreement or related to it, it shall be submitted to a court of the Republic of Lithuania for resolution in accordance with the legal acts.
- 5.3. Notifications and other correspondence sent by the Parties to each other under the Agreement shall be in writing and shall be deemed duly served when sent to the e-mail addresses specified in the Agreement, delivered in person or sent by registered mail or courier, or delivered to the addresses of the Parties specified in the Agreement. If a Party refuses to accept a notification, the notification shall be deemed to have been duly served.
- 5.4. Each Party shall immediately notify the other Party about any changes to its address, phone number and e-mail address specified in the Agreement but no later than within 1 (one) working day from the day of the change. If a Party does not notify this change, then sending a notification to the last known address or e-mail address shall be considered sufficient.
- 5.5. The Parties shall not be deemed responsible for violation of the provisions of the Agreement, if such a violation is caused by the circumstances of unforeseen accidents (*force majeure*). The performance of the obligations under the Agreement shall be suspended for a period of time during which, despite the best efforts of the Parties, the performance of the obligations is impossible. The Parties shall consider any unforeseen accidents, the occurrence and timing of which are not in the power of the Parties themselves (fires, explosions, natural phenomena, war, strikes, terrorism, damage caused by criminal acts, etc.), as the circumstances of *force majeure*. If the circumstances of *force majeure* arise, the Party affected by these circumstances shall immediately notify the other Party about the circumstances of *force majeure*.
- 5.6. The Institute shall also not be responsible for violation of the provisions of the Agreement, if this occurs due to incorrect data (contact information, etc.) specified by the Project Executor in the Agreement or due to processes in state governmental institutions taking place in accordance with legal acts, which the Institute does not control.
- 5.7. The personal data indicated in the Agreement shall be processed by the Institute as the data controller for the purposes of project administration and document management. The personal data shall be processed in the public interest and in compliance with the requirements of the legal acts applicable to the Institute, pursuant to clauses d, c, e of Article 6 (1) of Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive No. 95/46/EC (the General Data Protection Regulation).

6. Conditions for Signing Agreement

- 6.1. The Project Executor confirms to the Institute that it has no claims towards the Translator over his/her translation and that there are no other obstacles to transfer to the Translator the financing specified in clause 2.1 of the Agreement.
- 6.2. The Parties confirm to each other that they have provided correct data (contact information, etc.) in the Agreement.
- 6.3. The Parties confirm to each other that they have familiarised themselves with the Agreement, and its content is clear and understandable to them, and they agree with it.
- 6.4. The Parties confirm to each other that they themselves and their duly authorised persons who sign the Agreement have the right to enter into the Agreement and to assume the obligations stipulated in the Agreement.

7. Signature of the Parties**On behalf of the Institute:****On behalf of the Project Executor:****Translator:***(name, surname, signature)**(name, surname, signature)**(name, surname, signature)*
