

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

**(Model Form of Agreement on the Partial Financing of a Project Promoting Literary  
Translation of Lithuanian Literature through the State Budget)**

Agreement Date	
Agreement No.	

**AGREEMENT ON THE PARTIAL FINANCING OF A PROJECT PROMOTING LITERARY  
TRANSLATION OF LITHUANIAN LITERATURE THROUGH THE STATE BUDGET**

**I. CONTACT INFORMATION OF THE PARTIES TO THE AGREEMENT**

Party to the Agreement	Institute	Project Executor
Name		
No. of Legal Person		
Address:		
Telephone Number, E-mail		
Representative Signing the Agreement (position, name, surname)		
Authority of Representation (document)		

**II. SPECIFIC PART OF THE AGREEMENT**

1. DATA ABOUT THE PROJECT			
1.1. Publication Type (tick the appropriate box)	Publication <input type="checkbox"/>	Illustrated Publication <input type="checkbox"/>	
1.2. Author of the Publication (name, surname or nickname)			
1.3. Title of the Publication in Lithuanian or in the Language the Publication is Translated from			
1.4. Publisher (name), Country and Year of Publication			
1.5. Publication Format (tick the appropriate box)	Paper <input type="checkbox"/>	Electronic <input type="checkbox"/>	Audio <input type="checkbox"/>
1.6. Translator (name, surname)			
1.7. Initial Print Run of the Publication, No. of Copies			
1.8. Project Lifetime			
1.8.1. Start:			
1.8.2. Finish:			
2. DATA ON THE PROJECT FINANCING			
2.1. Amount of Financing, EUR			
2.2. Bank Account Details of the Project Executor for Transfer of the Amount of Financing			

2.2.1. Bank Account (IBAN)	
2.2.2. Bank Code (SWIFT)	
2.2.3. Bank	
2.2.4. Bank Address	
2.3. Order of the Director of the Institute on the Basis of which the Financing Has Been Provided:	
2.3.1. Date	
2.3.2. Number	
<b>3. REPRESENTATIVE OF THE PROJECT EXECUTOR RESPONSIBLE FOR FULFILMENT OF THE AGREEMENT</b>	
3.1. Position, Name, Surname	
3.2. E-mail Address	
3.3. Telephone Number	
<b>4. SPECIAL CLAUSES AND AMENDMENTS TO GENERAL PART (if applicable)</b>	
4.1. Special Clauses	
4.2. Amendments to the General Part	
<b>5. ESTIMATE OF COSTS OF PARTIAL FINANCING FOR PROJECT IMPLEMENTATION</b>	

Type of Costs		EUR, Amount
5.1.	Publication Translation Costs	
5.2.	<b>Applicable only to an illustrated publication</b> Editing, Layout, Design and (or) Printing Costs of the Publication; the Costs of Acquiring Copyright to the Publication ( <i>specify below</i> ):	
5.2.1.		
5.2.2.		
...		
5.3.	Total:	0,00

### III. GENERAL PART OF THE AGREEMENT

#### 1. General Provisions

- 1.1. The Agreement on the Partial Financing of a Project Promoting Literary Translation of Lithuanian Literature through the State Budget (hereinafter 'the Agreement') is concluded between the Institute and the Project Executor, 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'). The application of the project referred to in clause 1 of the specific part of this Agreement has been submitted to the Institute by the Project Executor with all subsequent changes or corrections made in accordance with the Description (hereinafter 'the Application') and by the Order of the Director of the Institute indicated in clause 2.3 of the specific part of this Agreement (hereinafter 'the Order').
- 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. The fact that individual parts, clauses or other data of the Description, the Application and/or the Order are mentioned in the Agreement does not in any way reduce or negate the importance of other parts, clauses or other data of the Description, the Application and/or the Order. Regardless of whether they are mentioned in the Agreement or not, all parts, clauses and/or other data of the Description, the Application and/or the Order shall be considered equally important and not having priority over each other.
- 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 the Agreement

- 2.1. The Institute is under an obligation to partially finance implementation of the project indicated in clause 1 of the specific part of the Agreement (hereinafter – the Project) by allocating for this purpose the amount of financing indicated in the clause 2.1 of the specific part of the Agreement (hereinafter – the Amount of Financing; the Financing), whereas the Project Executor is under an obligation to implement the Project under the terms and conditions set out in the Agreement.
- 2.2. The Amount of Financing shall make up no more than 70% of the total costs required for the Project implementation. At any time during the term of validity of this Agreement, if it turns out that the Amount of Financing constitutes more than 70% of the total costs required for the Project implementation, the Project Executor shall inform the Institute about it in writing and shall immediately return to the Institute such part of the Amount of Financing that constitutes the excess of the specified maximum possible Financing.
- 2.3. The Financing shall not be used for expenses of completing those Project activities which have already received financing from other sources (state or municipal budgets and funds, the member states of the European Union and (or) the European Economic Area or resources of other states). At any time during the term of validity of this Agreement, if it turns out that the same Project activities have been financed more than once, the Project Executor shall inform the Institute about it in writing and shall immediately return to the Institute the part of the Amount of Financing spent on such expenses.
- 2.4. The Amount of Financing shall be allocated in accordance with European Commission Regulation (EU) No. 2023/2831 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid.

## 3. Obligations and Rights of the Institute

- 3.1. The Institute is under an obligation:
  - 3.1.1. to transfer the entire Amount of Financing to the bank account of the Project Executor indicated in clause 2.2 of the specific part of the Agreement no later than within 10 working days after it has properly reported on the Project implementation in accordance with the procedure established in clause 5.1.1 of the general part of the Agreement;
  - 3.1.2. should it be determined that the Project Executor has not discharged the obligations provided for in this Agreement or has discharged them improperly, to inform the Project Executor about it and ask for these shortcomings to be eliminated within a deadline no less than 5 (five) working days;
  - 3.1.3. to examine a request(s) submitted by the Project Executor in accordance with the procedure established in the Agreement for changing the lifetime of the Project within 5 working days from the day the request is received;
  - 3.1.4. to examine the requests and inquiries submitted by the Project Executor and not specified in clause 3.1.3 of the general part of the Agreement within 20 working days from the day of receipt of such a request or inquiry;
  - 3.1.5. to use an audiobook or an e-book specified in clause 5.1.1.2 of the general part of the Agreement and provided by the Project Executor to the Institute for project administration purposes only and to ensure that it is not distributed and/or used for commercial purposes, unless the Parties agree otherwise in writing;
  - 3.1.6. to properly and in a timely manner fulfil other obligations stipulated in the Agreement, the Description and other documents indicated in clause 1.2 of the general part of the Agreement.
- 3.2. The Institute has the right:
  - 3.2.1. to ask the Project Executor to submit copies of all the documents justifying expenditure and proving the payments specified in the report referred to in clause 5.1.1 of the general part of the Agreement. The copies shall be certified by the signature of the head of the Project Executor and submitted within 5 working days from the day of receipt of such a request;
  - 3.2.2. as long as the Project report referred to in clause 5.1.1 of the general part of the Agreement is not submitted, to request the Project Executor to provide information on the progress of the Project implementation and/or submit the data related to the Project implementation;
  - 3.2.3. having determined that the Project Executor has not used a part or all the Amount of Financing for the purpose specified in the Agreement, or has not submitted the documents required to be submitted under the Agreement, or has otherwise breached the provisions of the Description and/or the Agreement, to ask the Project Executor to eliminate these shortcomings within a deadline set by the Institute, which shall not be less than 3 working days. If the Project Executor does not eliminate these shortcomings within the deadline set by the Institute, the Director of the Institute shall make a decision on the cancellation of the Financing allocated in accordance with the Order, and the Institute shall unilaterally terminate the Agreement. In such a case, the Project Executor shall lose the right to submit applications and receive financing administered by the Institute for two years from the day the decision of the Director of the Institute is made;

- 3.2.4. to exercise other rights stipulated in the Agreement, the Description and other documents indicated in clause 1.2 of the general part of the Agreement.

#### **4. General Obligations and Rights of the Project Executor**

##### 4.1. The Project Executor is under an obligation:

- 4.1.1. to implement the Project under the terms and conditions set out in the Agreement and in the documents indicated in clause 1.2 of the general part of the Agreement no later than the day indicated in clause 1.8.2 of the specific part of the Agreement;
- 4.1.2. to use the allocated Amount of Financing on the basis of the estimate of partial financing for Project implementation stipulated in clause 5 of the specific part of the Agreement (hereinafter ‘the Estimate’) by following the requirements for the use of the Amount of Financing established in the Description, including but not limited to, clauses 12, 16, 56 and 57 of the Description;
- 4.1.3. to use the Amount of Financing to cover only the expenditure actually incurred during the lifetime of the Project provided for in clause 1.8 of the specific part of the Agreement but no earlier than the year in which the Agreement is drawn up and paid no later than within 10 working days from the end of the lifetime of the Project. An exception shall be made for the expenses incurred on the basis of the documents indicated in clauses 23.1 and 23.2 of the Description – they may be incurred earlier than the year in which the Agreement is concluded;
- 4.1.4. to cover a part of financing required for the Project implementation which is not covered by the Amount of Financing by using its own and/or partners’, sponsors’ contribution(s), i.e. by a financial contribution(s) or contributing in goods and/or services which provide input to the Project implementation. At the request of the Institute and in the manner and form established by it, the Project Executor shall submit documents proving the contribution(s) specified in this clause;
- 4.1.5. to indicate a clearly visible logo of the Institute with the statement “The publication has been financed by” in each copy and in the language of the publication specified in clause 1 of the specific part of the Agreement. When the format, size or concept of the publication precludes ensuring the visibility of the Institute logo and/or violates the requirements specified in the style guide, the following reference in words “The publication has been financed by the Lithuanian Culture Institute” shall be used. In this case, this decision shall be coordinated with the Institute in advance. The style guide and the Institute logo are available on the Institute website: [www.lithuanianculture.lt](http://www.lithuanianculture.lt);
- 4.1.6. to ensure that the translator indicated in clause 1.6 of the specific part of the Agreement is properly informed in accordance with the legal acts and would give consent to the Project Executor to process his/her personal data, i.e. to transfer them to the Institute for the purposes of the Project administration as well as supervision and monitoring of the Project implementation. Should the Project Executor fail to discharge this obligation or discharge it improperly, the Project Executor shall be responsible and shall compensate for all the resulting damage as well as other negative consequences experienced by the Institute or third parties;
- 4.1.7. to ensure that copyright and/or related rights are used in accordance with the procedure established by the legal acts while implementing the Project. Should the Project Executor fail to discharge this obligation or discharge it improperly, the Project Executor shall be responsible and shall compensate for all the resulting damage as well as other negative consequences experienced by the Institute or third parties. If, as a result of this violation, a final court decision rules that the aforementioned rights have been violated by the Project Executor, it shall return the entire Amount of Financing to the Institute in accordance with the procedure established by the Institute;
- 4.1.8. should the data specified in clauses 2.2 and 3 of the specific part of the Agreement change, to immediately inform the Institute about this in writing. Should the Project Executor fail to discharge this obligation or discharge it improperly, the Project Executor shall be responsible and shall compensate for all the resulting damage as well as other negative consequences experienced by the Institute or third parties;
- 4.1.9. during the term of validity of the Agreement, not to transfer any of its rights and obligations arising from this Agreement to third parties;
- 4.1.10. to keep and, should the Institute ask, submit all the Project implementation documents for at least 10 years after the end of the lifetime of the Project indicated in clause 1.8.2 of the specific part of the Agreement, including but not limited to, the documents justifying the Project expenditure and proving payments;
- 4.1.11. should it turn out that the Agreement has granted the Project Executor illegal and/or incompatible state aid, to voluntarily return the Amount of Financing to the Institute no later than 10 working days after the Institute makes the decision to recognise the granted state aid as illegal and to be returned to the state budget. Should it not be returned, it shall be recovered in the manner of an out-of-court settlement in accordance with Article 55<sup>1</sup> of the Law on Competition of the Republic of Lithuania;
- 4.1.12. to properly and in a timely manner satisfy demands and requests of the Institute put forward in accordance with the procedure stipulated in the Agreement;

- 4.1.13. to properly and in a timely manner fulfil other obligations stipulated in the Agreement, the Description and other documents indicated in clause 1.2 of the general part of the Agreement.
- 4.2. The Project Executor has the right:
- 4.2.1. to submit a reasonable request to the Institute in writing to change the lifetime of the Project implementation but no later than 10 working days before the end of the lifetime of the Project specified in clause 1.8.2 of the specific part of the Agreement. If the request is not granted by the Institute, the Project Executor obliges itself to continue discharging the obligations stipulated in the Agreement;
- 4.2.2. if required, to submit to the Institute notifications and inquiries not provided for in the Agreement but related to the execution of the Agreement until the day specified in clause 1.8.2 of the specific part of the Agreement;
- 4.2.3. to exercise other rights provided for in the Agreement, the Description and other documents specified in clause 1.2 of the general part of the Agreement.

## **5. Reporting on Project Implementation**

- 5.1. The Project Executor is under an obligation:
- 5.1.1. to report to the Institute on the Project implementation no later than 10 working days from the end of the lifetime of the Project specified in clause 1.8.2 of the specific part of the Agreement, by providing:
- 5.1.1.1. a report on the implementation of the Project promoting Lithuanian literature and on actual expenditure drawn up in the form as approved by order of the Director of the Institute (hereinafter ‘the Project Report’). A model form of the report shall be available in the Institute website: [www.lithuanianculture.lt](http://www.lithuanianculture.lt);
- 5.1.1.2. 6 (six) copies of the publication specified in clause 1 of the specific part of the Agreement, unless the publication is produced only in the form of an audiobook or an e-book. In such a case, the Institute shall be provided with one file of such publication, unless the Parties agree otherwise in writing. The copies and files of the publication shall be provided (delivered) to the Institute at the expense of the Project Executor;
- 5.1.2. If the Project Executor fails to submit the Project Report within the deadline set in the Agreement, the Director of the Institute shall make a decision on the cancellation of the Financing allocated to the Project Executor, and the Institute shall unilaterally terminate the Agreement. In such a case, the Project Executor shall lose the right to submit applications and receive financing administered by the Institute for two years from the day the decision of the Director of the Institute is made;
- 5.1.3. If, together with the Project Report, the Project Executor fails to provide the Institute with the copies or the file of the publication specified in clause 5.1.1.2 of the general part of the Agreement or with some other kind of evidence valid for the Institute and proving that such a publication is being distributed and its copies or the file have been sent to the Institute, and if these shortcomings are not eliminated within a deadline set by the Institute, which shall not be less than 2 working days, the Project Report shall be considered as not having been submitted, and clause 5.1.2 of the general part of the Agreement shall be applied.
- 5.1.4. If the Project Executor submits a Project Report that does not meet the requirements set out in the Agreement and the Description and fails to eliminate these shortcomings within a deadline set by the Institute, which shall not be less than 3 working days, the Director of the Institute shall make a decision on the cancellation of the Financing allocated to the Project Executor, and the Institute shall unilaterally terminate the Agreement. In such a case, the Project Executor shall lose the right to submit applications and receive financing administered by the Institute for two years from the day the decision of the Director of the Institute is made;
- 5.1.5. Should the Institute request, the Project Executor shall submit certified copies of all the documents justifying the Project expenditure and proving payments as well as other documents and material related to the Project implementation within 5 working days and in accordance with the procedure established by the Institute. The documents justifying project expenditure and proving payments are defined in clause 54 of the Description;
- 5.1.6. If the Institute or its controlling authorities determine that the Project Executor has not incurred the Project implementation expenses for the purpose specified in the Agreement, or has not submitted the documents required to be submitted under the Agreement, or has not discharged other obligations provided for in the Agreement or has discharged them only partially, and if the Project Executor has not eliminated these shortcomings within a deadline set by the Institute, which shall not be less than 3 working days, the Director of the Institute shall make a decision on the cancellation of the Financing allocated to the Project Executor, and the Institute shall unilaterally terminate the Agreement. In such a case, the Project Executor shall lose the right to submit applications and receive financing administered by the Institute for two years from the day the decision of the Director of the Institute is made;
- 5.1.7. to return the remaining Amount of Financing left and not used for the Project implementation to the Institute bank account (account no. LT964040063610001145) no later than 5 (five) working days from the end of the lifetime of the Project specified in clause 1.8.2 of the specific part of the Agreement;

- 5.1.8. until the Project Report is submitted to the Institute, to provide information on the progress of the Project implementation and/or submit the data related to the Project implementation in accordance with the procedure set by the Institute.

## **6. Period of Validity, Amendment and Termination of Agreement**

- 6.1. The Agreement shall come into force on the day of signature and shall remain in force until the Parties have fully discharged their obligations undertaken on the basis of the Agreement and its annexes. The Agreement shall be concluded in the Lithuanian and English languages.
- 6.2. 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 two copies, one for each of the Party, while the electronic one – in a single copy.
- 6.3. Amendments to the Agreement shall be valid when agreed in writing by both Parties, unless the amendments to the Agreement are mandatory due to a change in the regulatory framework governing the Agreement. In such a case, the amendments to the Agreement shall come into force together with the changes to the regulatory framework. When objecting to such an amendment to the Agreement, the Project Executor holds the right to unilaterally terminate the Agreement within 10 working days, having informed the Institute about it in writing. If the Agreement is not terminated within the set deadline, the Project Executor shall be considered to have agreed to the amendments to the Agreement. If the Agreement is terminated on the basis of this clause, the Project Executor shall return all the Amount of Financing to the Institute within 10 working days from the day the Agreement is terminated.
- 6.4. The Agreement may be terminated:
  - 6.4.1. by written agreement between the Parties;
  - 6.4.2. unilaterally, if the other Party fails to perform or performs inadequately the obligations provided for in the Agreement. Before terminating the Agreement in accordance with this clause, the Party shall inform the Party at fault in writing about the planned termination of the Agreement and set a deadline no shorter than 10 (ten) working days to eliminate the shortcomings of the execution of the Agreement, unless indicated otherwise in the Agreement, and when it is possible to eliminate these shortcomings;
  - 6.4.3. in other cases stipulated in the Agreement.
- 6.5. Notwithstanding termination of the Agreement, the provisions of the Agreement which provide for obligations related to reporting, liability, the applicable law, dispute resolution and the proper use of the Amount of Financing shall remain in effect until such obligations are fully fulfilled. The termination of the Agreement shall have no influence on the validity of those terms of the Agreement which by their essence remain valid even after the termination of the Agreement.
- 6.6. If the Agreement is terminated due to the fault of the Institute, the Project Executor undertakes to return the entire Amount of Financing to the Institute, except the part of the Amount of Financing that the Project Executor has used in accordance with the Agreement up to the date of the termination of the Agreement. In such a case, the Project Executor shall submit copies of all the documents justifying the Project expenditure and proving payments to the Institute in accordance with the procedure established by the Institute in order to prove the Project expenditure incurred. Should the Project Executor fail to submit the specified documents or submits inadequate documents, it shall be considered that the Project Executor has misused the part or all the Amount of Financing allocated to it and shall return it to the Institute in accordance with the procedure specified by the Institute but no later than 10 working days from the day of receipt of such a request.
- 6.7. 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.

## **7. Final Provisions**

- 7.1. The Agreement and the legal relations arising from or related to it (including but not limited to questions regarding its conclusion, validity, invalidity, performance, termination and waiver) shall be governed, and the Agreement shall be interpreted, in accordance with the law of the Republic of Lithuania.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.

- 7.5. 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*.
- 7.6. 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.
- 7.7. Personal data indicated in the Agreement shall be processed by the Institute as the data controller for the purposes of project administration, project implementation supervision and monitoring as well as 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).

## 8. Conditions for Signing Agreement

- 8.1. The Parties confirm to each other that they have provided correct data (contact information, etc.) in the Agreement.
- 8.2. The Parties confirm to each other that they have familiarised themselves with the Agreement and all the documents indicated in clause 1.2 of the general part of the Agreement, and their content is clear and understandable to them, and they agree with it.
- 8.3. 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.

## 9. Signature of the Parties

**On behalf of the Institute:**

**On behalf of the Project Executor:**

\_\_\_\_\_  
(name, surname, signature)

\_\_\_\_\_  
(name, surname, signature)

\_\_\_\_\_