

Contract for the Transfer of Funds from Germany's Foreign Office (Funds Transfer Contract)

between the

Goethe-Institut e.V.
Oskar-von-Miller-Ring 18
80333 München, Germany

represented by head of department 31 Mr. Dr. Thomas Lier

- hereinafter the **Goethe-Institut** -

and

Kunsthalle Bratislava
Námestie SNP 12
SK-811 06 Bratislava

represented by: Jan Amann Kratochvil

- hereinafter **Funding Recipient** -

The Goethe-Institut and the Funding Recipient(s) are hereinafter jointly referred to as the "Contracting Parties".
On the basis of German laws, the Contracting Parties hereby enter the following

CONTRACT ON THE PROVISION OF FUNDING ("Funding Contract")

§ 1 Subject of the Contract

- (1) On the basis of this Agreement and its annexes, the Goethe-Institut shall provide the Funding Recipient with a non-repayable funding grant for project support in the form of fixed-sum financing in the amount of

9.000 €

(in words: nine thousand Euros)

- The funding grant is being awarded exclusively on the basis of the application with reference number **2022-15912** and project description submitted by the Funding Recipient dated **September 29, 2022** as saved in the application portal and the financial plan (Annex 1 - Financial plan) for the projects named in the following "**Chain Reaction**".
- (2) This funding is being awarded within the framework of the Goethe Institut's comprehensive package of measures for which the Federal Foreign Office provides funding from the 2022 Supplementary Budget to mitigate the effects of the Russian war of aggression against Ukraine and is only intended for expenditures which are necessary for meeting the funding purpose (see call for proposals) and which are described in the attached financial plan. Expenditures for goods and services contracted by the Funding Recipient before date of application and expenditures with no connection to the funding object may not be financed using the funding.
 - (3) The amount of funding granted may not exceed **EUR 9.000**

§ 2 Contract Components

In addition to this document, the Contract additionally comprises the following components:

- **Annex 1 Financial Plan**
- **Annex 2 List of receipts**
- **Annex 3 Accounting evidence**
- **Annex 4 inventory list**

§ 3 Authorization Period

The specified funding period is the time period from day of application **September 29, 2022 to December 31, 2022**. Funds may only be disposed of during this authorization period. No inference regarding future funding can be drawn from the funding being provided here. Funding shall be awarded on the condition that the overall financing of the project remains secured, including possible follow-up costs.

The Funding Recipient expressly represents and warrants that the project cited in § 1 of this Agreement has not been started before the date of application.

§ 4 Reservation of Rights

The Goethe-Institut reserves the right to subsequently reduce the funding amount or to terminate this Contract if the funds needed to provide the funding are not available or not fully available for a non-foreseeable reason (such as a budget freeze).

§ 5 Funding Disbursement

- (1) Fund disbursement may only be requested when (and not before) the respective funds are needed soon after disbursement, with payments presumably becoming due within the following six weeks.

Each disbursement request must include the income and expenditures planned for the next six weeks as well as any own funds and third-party funds that have been scheduled:

- a) In the event of partial or fixed-amount financing, then in each case prorated in accordance with any potential funding from other fund providers as well as the Funding Recipient's own or other resources,
- b) In the event of a financing shortfall, then when the Funding Recipient's own or other resources have been exhausted. If a shortfall is being financed by multiple fund providers proportionately, then funding may only be requested in each respective case in the proportionate amount as compared to the funding from the other fund providers.

- (2) Advance payments before receipt of the service are not allowed.

- (3) Prior to fund disbursement, the Goethe-Institut or a third party designated by the Goethe-Institut shall audit the disbursement request in light of the project schedule and the financial plan to verify that the costs are real, have been accurately and appropriately recorded, and are eligible for funding in accordance with this Contract.

- (4) If this audit results in any objections, then the Goethe-Institut may request additional information or documents; retain funds in accordance with § 17, 18, and 19; withdraw from this Contract; or terminate this Contract.

- (5) Funds shall be transferred in a minimum of 1 and a maximum of 2 disbursements to the following account held by the Funding Recipient:

Account holder:	Kunsthalle Bratislava
Account no. / IBAN:	SK61 8180 0000 0070 0067 9588
BIC/SWIFT code:	SPSRSKBA
Financial institution:	Štatna pokladnica

§ 6 Income and Expenditures

All income in connection with the funding purpose (in particular grants, benefits provided by third parties) as well as the Funding Recipient's own contribution must be used to cover all expenditures in connection with the funding object.

§ 7 Specific Obligations of the Funding Recipient

The Funding Recipient must observe the following provisions in the application for funds.

- (1) Funding may only be used for the purpose specified in this Contract.
 - (2) These funds must be used in an economical and sparing manner.
 - (3) Funds must be applied as soon as possible. This requirement shall be met when the funds are being applied for payments due within six weeks of disbursement.
 - (4) Funds may only be used for individual project measures within the application period from date of application until 2022-12-31.
 - (5) Funds may not be used to create cash reserves or back-up funds.
 - (6) Accounting and bookkeeping should be carried out in an appropriate, easy-to-follow manner that meets legal requirements, see as well Annex 2 Financial Guidelines.
 - (7) Receipts must include the information and attachments that are customary in business transactions, especially including indication of payment recipient, reason for and date of payment, proof of payment, and in the case of items also the respective purpose.
 - (8) The Funding Recipient must make records of media coverage (print media, electronic media, social networks regarding the project measure(s) and inform the Goethe-Institut accordingly, and must include such media coverage in its Completion Report after the project.
 - (9) The Funding Recipient must notify the Goethe-Institut immediately if
 - a) After submitting the financial plan—and also after submitting proof of application—the Funding Recipient requests further funds for the same purpose from other public entities, receives funds from such entities, or receives any potential further funding from third parties,
 - b) The funding purpose or other circumstances relevant to the provision of funding change or cease to exist,
 - c) It comes to light that the funding purpose cannot be met or cannot be met with the approved funding,
 - d) The amounts requested or disbursed cannot be used for payments due immediately after payout,
 - e) Insolvency proceedings have been filed or opened against the Funding Recipient's assets,
 - f) The project is cancelled or shall be terminated prematurely or is slated to terminate prematurely,
 - g) A situation arises which may represent or is likely to constitute a conflict of interest.
 - (10) In all publications and announcements of any kind (e.g. press releases, working materials, reports, announcements, invitations) relating to the project, the Funding Recipient should indicate that the project is being financed with funds from the Stabilisation Funds for Culture and Education 2022. This also applies to information published on the Internet. To that end, the following wording should be used:

"Funded by the Stabilisation Fund for Culture and Education 2022 of the German Federal Foreign Office and the Goethe-Institut"
- To the extent possible, this statement must include the logos of the German Foreign Office and the Goethe-Institut. For logo kit please follow the link in your approval email.
- (11) In the event of funding for the publishing of works, the Funding Recipient must, depending on the circumstances of the individual case, provide Goethe-Institut with:
 - a) free copies of the published work, with the number of free copies to be agreed upon, or

- b) usage rights as well as a concession of commercial rights to the German Federal Government and Goethe-Institut, or the granting of reasonable participation rights to the German Federal Government and Goethe-Institut with respect to the proceeds from commercial rights.

§ 8 Personnel Costs

- (1) If funding is also approved for covering personnel expenditures or material administrative expenses and the Funding Recipient's overall expenditures are primarily being covered using public funds, then the Funding Recipient shall ensure that its project staff are not placed in a better position than comparable employees in the public sector of the applying country. Remuneration higher than that under the regulations of the local country to be applied here accordingly.
- (2) Personnel files must be kept for each employee and must contain exhaustive information regarding all details of the employment relationship from recruitment to retirement, as well as all contractual documents.
- (3) If personnel expenditures or fees are being paid using the funds pursuant to Section 8.1 above, they may be taxable in the country of activity to the corresponding tax office by the respective recipients.

§ 9 Involvement of Third Parties / Awarding of Contracts / No Assignment to Third Parties

- (1) The Funding Recipient shall carry out the project alone and under its own responsibility. For reasons of efficiency and economy, and to promote equal opportunity and transparency, all contracts regarding supplies, works, services and concessions must be awarded based on competitive bidding. In particular, the Funding Recipient must obtain bids from at least 3 different bidders, award the contract to the most economical bid and document the award procedure in a continuously verifiable manner. Contracts with an estimated contract value of up to € 800 may be awarded without a tendering procedure. In all other respects, the procurement law applicable to the Funding Recipient shall apply.
- (2) The Funding Recipient may not transfer funding being provided under this Contract to third parties.

§ 10 Items Procured to meet the Funding Purpose

- (1) Items procured or produced in order to meet the funding object must be used for the funding object in accordance with § 1 (2) and must be handled with care. The Funding Recipient may not dispose of them in any other manner before the end of the specified commitment period ("**earmarking period**").
- (2) The earmarking period pursuant to § 10(1) is 1 year starting on time of application **September 29, 2022**.
- (3) The Funding Recipient must keep an inventory of items that have been procured to meet the funding purpose and that have a purchase or production value exceeding 800 euros (without sales tax). If for special reasons the German Federal Government is or becomes the owner, then such items must be designated accordingly in the inventory. This taking of inventory is to be carried out in accordance with the sample inventory list provided.
- (4) The Funding Recipient must notify the Goethe-Institut immediately if within the earmarking period inventory items are no longer being used to meet the funding purpose or are no longer required.
- (5) The inventory list must be submitted to the Goethe-Institut for review upon request, or sent as a copy or photocopy.
- (6) Invoices for the purchase of items that are subject to inclusion on the inventory list must feature a corresponding inventory note.
- (7) In the event of discharge due to wear, sale, or loss, the respective entries must be crossed through in red and removed from the inventory list in conjunction with the name of the person who has performed the accounting.

- (8) If inventoried items have become unusable or dispensable for the Funding Recipient's purposes, then the respective item is to be removed from the inventory list in accordance with the following rules:
- If the replacement value for the individual item is up to (EUR 750.00), removal shall be made on the basis of a removal order issued by the Funding Recipient's management. The Goethe-Institut must be given written notification of a removal order.
 - In the event of a higher replacement value, removal can only be performed with consent from the Goethe-Institut. Such consent is to be requested in writing and must include the following information:
- Reason for removal / condition of the item - date and value of acquisition / supply source - replacement purchase: yes/no
 - Income from the sale of property of the German Federal Government or of the Goethe-Institut may not be used for the purchase of replacements or for other expenses. Such income must be recorded as revenue from the sale of assets under the appropriate category in the financial plan.
- (9) The Goethe-Institut must be informed immediately of the loss of items procured to fulfill the funding purpose. This notification must include:
- Exact list of the lost items
 - Condition of the items at the time of loss
 - Procurement information and value/source.

In the event of theft, a report certified by local police must be included. It must also be indicated whether there has been culpable conduct on the part of Funding Recipient staff, whether measures have been taken to recover lost property, and what security measures have been undertaken to prevent further theft.

- (10) After expiration of the earmarking period, items shall remain with the Funding Recipient. The Funding Recipient can freely dispose of items after the end of the earmarking period.

§ 11 Corruption Prevention

- (1) The Funding Recipient must undertake suitable personnel and organizational-administrative measures to prevent funds from being misused and project activities from being influenced by corruption. The Funding Recipient shall cease all practices that could give rise to accusations of corruption. The Goethe-Institut must be notified immediately in the event there are indications of violations of the funding purpose or of corruption or of acts that are relevant under criminal laws.
- (2) As necessary, the Goethe-Institut may demand the return of funds which have already been paid out if there are valid reasons for suspecting that the funds have been misused. The Funding Recipient shall be given an opportunity to make a position statement in advance.

§ 12 Travel Costs

Regularly scheduled public means of transportation are to be used during business travel. Air travel costs shall only be eligible for reimbursement if the flight is necessary for official or economic reasons, in particular: due to unforeseeable scheduling reasons, due to lower travel costs compared to other means of transportation and if at least one additional workday of working time is gained.

The necessity of any individual deviations must be justified in the respective documentation. Regular deviations must be agreed with the Goethe-Institut in advance. An accounting for travel costs has to be made. In particular, the exact times must be indicated for departure from the starting point and arrival at the destination as well as for border crossings and layovers, as applicable.

Expenditures for travel health insurance and travel cancellation insurance likewise are not eligible to be covered by these funds.

§ 13 Proof of Application

- (1) Application of funding must be evidenced to the Goethe-Institut via application portal by February 15, 2023 (**Proof of Application**).
- (2) Proof of application consists of a list of receipts (Annex), Accounting Evidence (Annex), a Completion Report and an Inventory List (Annex) and has to be handed in via application portal.
 - a. The Status/Completion Report must lay out the use of the funds as well as the intended outcome in detail and juxtapose this information with the specified objectives. The Status/Completion Report must address the key items in the accounting evidence. The necessity and appropriateness of work done must also be elucidated.
 - b. The Accounting Evidence must itemize income and expenditures separately and in chronological order in line with the structure of the financial plan. Accounting Evidence must include all income and expenditures associated with the funding object (funding, third-party services, own funds). Accounting Evidence must have a tabular overview of receipts attached to it listing expenditures according to type and in chronological order (list of receipts). The list of receipts must show date, recipient/depositor, reason, and individual amount for each payment.
- (3) Receipts must include the information and attachments that are customary in business transactions, specifically indicating the payment recipient, reason for and date of payment, proof of payment, and in the case of items, also the respective purpose. The documents must also contain a unique identifier allocated for the project (e.g. project number).
- (4) Proof of application must have attached to it a list of items (Inventory List) procured during the accounting period using funds from the German Federal Government and Goethe-Institut.
- (5) Proof of application must confirm that the expenditures were necessary, that they were made in an economical and sparing manner, and that the information is in concordance with the accounting and the original receipts.
- (6) The Funding Recipient must store original receipts (for both income and expenditures) pertaining to the individual disbursements and the documentation for the awarding of contracts as well as all other documents linked to this funding assistance for five years counting from the date on which proof of application is submitted. At the request of the Goethe-Institut, the Funding Recipient must present original receipts.
- (7) Receipts that do not readily show the purpose and occasion for a payment must be explained. General statements such as “expenses for preparations” are not permissible. Receipts in a foreign language (other than English or French) must be accompanied by a informal translation. At a minimum, however, the essential content of such documents must be provided in German or in English.
- (8) The accounting must be performed in euros. If costs are incurred in a foreign currency, then the exchange rate must be applied using the applicable exchange rate from the transfer of the grant to the funding recipient outside the euro area or its local project partner outside the euro area (see exchange rate on the bank receipt on the date the grant is received in the funding recipient’s account).

§ 14 Audit of Application

- (1) The Goethe-Institut is authorized to request books, receipts, and other business documents, and to verify application of funding through local surveys. The Funding Recipient must keep the requisite documents available and provide the necessary information.

Germany’s Foreign Office holds a verification right to the same extent. Germany’s Foreign Office may also commission another party to carry out verifications.
- (2) If the Funding Recipient works with its own auditing institution, then the latter must audit proof of application beforehand and provide an audit certificate that includes the findings.
- (3) Germany’s Federal Audit Office is authorized to audit Funding Recipients.

- (4) During project implementation and up to five years after payment of the funding balance, the Goethe-Institut can verify whether the Funding Recipient is duly carrying out and/or has duly carried out the project and is meeting or has met the obligations pursuant to this Contract. Such verification encompasses correct and proper accounting and invoicing on the part of the Funding Recipient.
- (5) Following review of the Funding Recipient's documents for proof of application, the Goethe-Institut shall produce an according detailed audit report.

Once the audit report has been completed, the Goethe-Institut shall inform the Funding Recipient of the report's main findings. If the project has not yet been completed, then the Funding Recipient must implement the Goethe-Institut's recommendations resulting from the audit report's findings without delay and provide evidence to the Goethe-Institut upon request.

§ 15 Subsequent Reduction or Modification to Funding

- (1) If, following funding approval, the total expenditures proposed for the funding object decrease or if available funding increases or new funds become available (e.g. further funding grants), then the funding under this Contract shall be reduced
- a) in a prorated manner on the basis of any potential funding from other fund providers as well as the Funding Recipient's own or other resources,
 - b) in the full eligible amount in the event of shortfall financing or full financing being granted.
- (2) § 15(1)(a) above shall apply (except in the case of full financing and in the case of recurrent funding for the same funding object) only if total expenditures or shortfall funds vary by more than 500 euros.

§ 16 Non-expended Funds

If during or after project execution it becomes apparent that part of the funding is not or is no longer required for the funding purpose, then such unused funds must be returned to the Goethe-Institut to the following account no later than 30 days after the end of the project:

Account holder:	Goethe-Institut e.V
Account no. / IBAN:	DE34 7004 0041 0226 8886 00
BIC/SWIFT Code:	COBADEFF700
Financial institution:	Commerzbank München

§ 17 Breach of Contract

- (1) If the Goethe-Institut finds that the Funding Recipient has committed irregularities or breached contractual provisions, it may withdraw from the Contract in accordance with § 18 or terminate the contract in accordance with § 19.
- (2) The Goethe-Institut reserves the right to withhold and/or demand return of all or part of funding, in particular if
- funding has been obtained by providing incorrect or incomplete information,
 - funding is not or is no longer being used for the intended object,
 - it comes to light that the funding purpose cannot be met or cannot be met with the approved funding,
 - circumstances arise which change or eliminate the funding purpose,
 - the total expenditure for the funding purpose is reduced, own or third-party funds increase, and/or new funds become available,
 - the grant is not used within six weeks of disbursement to meet the funding purpose,

- manufactured or purchased items are no longer being used or are no longer needed for the funding purpose within the contractual earmarking period,
- Goethe-Institut requirements under this Contract are not being met or not being met within a set time period, especially if the prescribed proof of application is not submitted on time or the reporting and notification obligations in § 7 of this Contract are not being met,
- insolvency proceedings have been filed or opened against the Funding Recipient's assets. In such case, all payments must be stopped immediately and funds which have already been paid out must be audited.

Approved funds must be repaid if they are not being used or not being used duly and in line with the funding purpose.

- (3) If funding is withheld, the Goethe-Institut may resume payments as soon as requirements previously notified to the Funding Recipient have been met and the Goethe-Institut has been informed accordingly.
- (4) If the Goethe-Institut has reduced payments due to irregularities or breaches of contract, it may annul such a reduction and disburse the original funding amount if the Funding Recipient has remedied the irregularities or the breach of contract at issue.
- (5) Before withholding or demanding the return of funding, the Goethe-Institut may issue a warning to the Funding Recipient or provide the Funding Recipient with an opportunity to state its position.

§ 18 Contract Withdrawal and Repayment of Funding

- (1) The Goethe-Institut is entitled to withdraw from this Contract based on just cause at any time. Just cause is met especially—but not exclusively—if
 - a) the requirements for entry into the Contract subsequently are no longer being met, or
 - b) the Contract was entered into on the basis of information provided by the Funding Recipient that was materially incorrect or incomplete, in particular (but not exclusively) if the Funding Recipient submitted an incomplete, incorrect calculation or a calculation which was not prepared in accordance with standard business principles,
 - c) the Funding Recipient is not fulfilling its obligations, or
 - d) in particular, the Funding Recipient does not meet one of the following contractual requirements:
 - i. funds are not being used or are not being used properly with respect to the funding purpose;
 - ii. the Funding Recipient is receiving double financing for the same project;
 - iii. the Funding Recipient is unable to provide due evidence for costs being claimed; or
 - iv. costs that have been duly evidenced by the Funding Recipient turn out to be ineligible for funding.

Any further rights held by the Goethe-Institut remain unaffected.

- (2) If the Goethe-Institut withdraws from this Contract, the Funding Recipient shall be obligated to return any funds that have been provided.
- (3) The Funding Recipient must pay interest on the repayable amount at an annualized rate of five percent above the respective base rate pursuant to § 247 of the German Civil Code (BGB, in its German abbreviation).
- (4) The amount to be reimbursed is the amount of funding that was received in euros. In the event of repayment in another currency, the exchange rate of the European Central Bank at the time of return shall apply.

- (5) Deficits cannot be offset using funding granted for a subsequent year.

§ 19 Contract Termination

- (1) The Funding Recipient can terminate this Contract at the end of a calendar month. Notice of termination must be given in writing. A notice of termination must indicate the reason for termination as well as the date on which termination is to take effect. Termination may take effect no earlier than at the end of the following calendar month.
- (2) This does not affect the right held by the Contracting Parties for irregular termination with immediate effect based on just cause. Just cause authorizing the Goethe-Institut to perform irregular termination shall be met in situations such as:
 - a) a change in the legal, financial (including, for example, a significant threat to or deterioration in the Funding Recipient's financial position), technical, or organizational situation or ownership structure of the Funding Recipient likely to have a significant adverse effect on the Contract's performance or to call into question the decision to grant funding;
 - b) the Funding Recipient is not implementing the project(s) as agreed, i.e., poorly, incompletely, or late, or it fails to meet any other material obligation arising from the Contract;
 - c) the Goethe-Institut has evidence that the Funding Recipient or a party affiliated with the Funding Recipient is guilty of serious errors, irregularities, or fraud in the award procedure or during implementation of the Contract, including cases where the Funding Recipient or the respective affiliated party concerned has provided incorrect information or has failed to provide information as requested; or
 - d) the Goethe-Institut has evidence that the Funding Recipient is culpable of system-induced or recurrent errors, irregularities, fraud, or a serious breach of duty in connection with other financial aid granted by the Federal Republic of Germany or under programs of the Federal Republic of Germany approved for the recipient under comparable terms and conditions, and that the errors, irregularities, fraud, or breach of duty in question have a significant impact on this funding.
- (3) Irregular termination of the Contract shall only be permissible if:
 - a) in the cases set forth in Sections (2) (a), (c), and (d) above, the Goethe-Institut has informed the Funding Recipient of its intention to terminate the Contract as well as the reasons for termination and has given the Funding Recipient the opportunity to state a position within a reasonable period of at least two weeks;
 - b) in the case of Section (2) (b) above, the Funding Recipient has been given a reasonable period of at least two weeks to remedy a breach of duty.
- (4) Within 60 calendar days after the date on which termination becomes valid, the Funding Recipient must submit a request for disbursement of a remaining balance. Only those costs shall be taken into account which have been incurred up to the date of termination and which have not been reclaimed by the Goethe-Institut. If the Goethe-Institut does not receive a request for remaining balance disbursement within this period, then only those costs shall be reimbursed or covered by funding which have been laid out in an approved implementation report and in an approved statement of account, where applicable.
- (5) If the Goethe-Institut performs irregular termination based on just cause, it may reclaim from the Funding Recipient any amounts already granted and paid out in whole or in part. The Funding Recipient shall not have the right to assert a claim that such funding amounts have already been exhausted.

§ 20 Usage Right

The Funding Recipient issues to the Goethe-Institut a non-exclusive transferable usage right (including the requisite editing and reproduction rights) without restriction to time or geography to reports, other documents relating to the project, and all other work results, including computer programs, which are produced during

the project's implementation and which were financed in whole or in part by this Funding Contract.

§ 21 Confidentiality

- (1) The Parties must maintain confidentiality with respect to all confidential information and documents received during the project's implementation and may use such information and documents for purposes other than the fulfillment of contractual obligations only upon receiving written consent from the other party. This obligation shall apply for five years following payout of the full balance.
- (2) These confidentiality obligations shall not apply if:
 - a) the disclosing party releases the other party from these obligations;
 - b) the confidential information or documents have entered the public domain without a breach of confidentiality obligations having occurred,
 - c) disclosure of the confidential information or documents is required by law.

§ 22 Data Protection

- (1) The parties must comply with the EU General Data Protection Regulation (GDPR) and any analogous provisions at all times. In particular, each party must verify whether the criteria regarding personal data are met in accordance with the GDPR.
- (2) If a party provides personal data, then in accordance with Art. 13 and 14, GDPR it shall simultaneously name the information indicated in **Annex** as well as the legal foundation(s) for processing and the permissible objectives, including any permissible purposes for further processing. If a party does not explicitly state that its information contains personal data but the information does contain personal data, then the party providing the personal data shall indemnify the other party(-ies) with respect to all damage compensation obligations arising from the other party(-ies) processing the information.
- (3) If a party becomes aware of a potential privacy breach or of risks from using data, then that party shall notify the data-providing party immediately so that the latter party can undertake corresponding measures to restore data protection.

§ 23 Miscellaneous Provisions

- (1) Without explicit written consent from the Goethe-Institut, the Funding Recipient is not permitted to assign claims arising from this Contract.
- (2) Amendments and supplements to this Contract must be performed in writing. Any amendment may not have the purpose or effect of modifying the Contract in a way that would call into question the decision to award funding or be contrary to the equal treatment of other applicants. Amendments shall take effect as per the date agreed by the Parties; or, if no date has been agreed, as per the date on which the amended contract enters into force.
- (3) This funding does not constitute the foundation of a legal employment relationship with the Goethe-Institut.
- (4) The Contracting Parties shall adopt measures to resolve directly, orally, or in writing any disputes, differences of opinion, or claims arising from or in connection with this Contract or the project. This shall also apply with respect to the breach of, termination of, withdrawal from, or invalidity of this Contract.
- (5) This Contract is subject to the laws of the Federal Republic of Germany.
- (6) The legal venue is Munich.

(7) The potential invalidity of individual provisions in this Contract shall not affect the validity of the remaining provisions. In such case, an invalid provision shall be retrospectively reconstructed or supplemented to meet the objective it pursues in the best way possible. The same applies to filling any potential gaps in this Contract.

(8)

(Place, date)

(Place, date)

(Signature, Goethe-Institut)

(Signature, Funding Recipient)

Annex 1 FINANCIAL PLAN

Personnel (staff, artist fees)	Alessandra Troncone, curator	600 €
	Mykola Ridnyi, curator and artist	1.100 €
	Piotr Armianovski, artist	500 €
	Uli Golub, artist	500 €
	Dana Kavelin, artist	500 €
	Oksana Kazmina, artist	500 €
	Daniil Revkovskyi, artist	500 €
	Andriy Rachinsky, artist	500 €
	Ruins collective: Elias Parvulesco, Svitlana Pototska, Teta Tsybulnyk - collective of artists	1.500 €
	Anna Scherbyna, artist	500 €
	Zoia Laktionova, artist	500 €
	Oleksiy Radynsky, artist	500 €
Travel & Accommodation Costs	Travel of 2 curators from Rome or Cagliari to Bratislava and back	360 €
	accommodation per 3 nights for 2 curators	480 €
	per diems 3 days 2 persons; 30 Euro per day/person	180 €
Other Costs	photodocumentation	300 €
	Installation technician	400 €
	guard	600 €

Total expenses:		10.020 €
Funding amount		9.000 €