**SERVICE PROVISION AGREEMENT**

01 June 2025, No. 1VP-20

**The Public Institution, Thomas Mann Cultural Centre, legal entity code 110065054**, domiciled at Tomo Mano str. 8, 93123 Neringa, represented by Director Lina Motuzienė acting in accordance with the Articles of Association of the Institution (hereinafter referred to as the Customer), and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter individually referred to as a Party and collectively as the Parties, have made and entered into this agreement as follows (hereinafter referred to as the Agreement):

1. **The Scope of the Agreement**

By this agreement, the Contractor undertakes to prepare a presentation entitled “The Brazilian Thomas Mann” and to deliver it to the public during the International Thomas Mann Festival on 13 July 2025 at 4:00 p.m. at the Thomas Mann Museum (Tomo Mano St. 8, Neringa).

1. **Obligations of the Parties**

**2.1. Rights and Obligations of the Contractor:**

2.1.1. The Contractor shall provide the Services defined herein to the Customer in a diligent and efficient manner in exchange of consideration of the Service Fee including but not limited to the service provision based on universally recognised best professional and technical standards using all the required skills and knowledge.

2.1.2. The Contractor hereby warrants that the Services or individual parts thereof coordinated by him does not and will not violate or infringe any third-party property rights. The Contractor shall fully indemnify the Customer or any such third party to whom the Customer has legitimately assigned such copyright for any claim made by third parties regarding the Services and the damages incurred as a result of a breach of third-party rights.

**2.2. Rights and Obligations of the Customer:**

2.2.1. The Customer shall pay to the Contractor for the duly rendered Services referred in Clause 1 hereinabove the following amount: 500.00 EUR (five hundred EUR, 00 cents).

2.2.2. The Service Fee for the Services equivalent to the amount specified in the Certificate of Delivery and Acceptance shall be paid to the Contractor by the Customer within 14 days from the date of signing the Certificate of Delivery and Acceptance by a payment order transferring money to the bank account indicated by the Customer:

2.2.3. The Customer undertakes to cover the travel expenses 461,00 EUR

1. **Deadlines for the Performance of Services and the Delivery and Acceptance Procedure**

3.1. The Services rendered by the Contractor shall be delivered to the Customer by drawing up a Certificate of Delivery and Acceptance of the Services Rendered by the Contractor to be signed by both Parties hereto.

3.2. Where the Customer does not give any notice regarding the provision of the Services to the Contractor within 10 (ten) business days from the date of the provision of the Services it shall be deemed that the Services have been provided in an appropriate and due manner, and the Contractor is entitled to request that the Customer pay for the Services provided hereunder in the procedure and on the terms as specified herein.

**4.**      **The Copyright Transferred by the Author**

4.1. The Author hereby agrees to transfer to Thomas Mann Cultural Centre the following copyright in the Republic of Lithuania and abroad including:

4.1.1. Reproduction of the Works in any manner or form;

4.1.2. Publication of the Works;

4.1.3. Translation of the Works;

4.1.4. Adaptation, arrangement, dramatisation, staging or other transformation of the Works;

4.1.5. Distribution of the original or copies of the Works to the public by sale, rental, lending, or by any other transfer of ownership or possession, import or export;

4.1.6. Broadcast, retransmission or other communication of the Works to the public including making them available to the public through computer networks (Internet).

**5. Liability of the Parties**

5.1. The Parties hereto shall be liable and shall indemnify for all and any damage incurred by a Party through the fault of the other Party hereto.

5.2. Any disputes arising out of or in connection with this Agreement shall be resolved in amicable manner and, the Parties failing to reach agreement, any such disputes shall be referred to court in the procedure established by the laws.

**6. Termination of the Agreement**

6.1. This Agreement may be terminated by either Party by giving written notice to the other Party.

6.2. The Customer may at any time and in its sole discretion terminate this Agreement by giving the Contractor 1 (one) month’s written notice if the Contractor fails to perform or duly perform its obligations under this Agreement and such failure constitutes material breach of the Agreement. When the Agreement is terminated due to the Contractor’s fault, the Contractor shall be liable to compensate the Customer for any costs and expenses incurred prior to the receipt of the termination notice issued by the Customer.

6.3. The Contractor may at any time and in its sole discretion terminate this Agreement by giving the Customer 1 (one) month’s written notice if the Customer fails to perform or duly perform its obligations under this Agreement and such failure constitutes material breach of the Agreement.

6.4. Neither Party shall be liable to the other for any failure to perform hereunder or for any loss or damage which may be suffered by the other Party due to any direct or indirect cause beyond the reasonable control of the Party unable to perform hereunder as referred to in Article 7 hereinbelow.

**7. Force majeure Clause**

7.1. Either Party shall not be held liable for non-performance of any of their obligations hereunder if the Party in default is capable to prove that such non-performance was caused by the circumstances beyond the Party’s control and such circumstances or their consequences could not be reasonably foreseen, prevented, overcome or defeated. For the purpose of this Agreement the force majeure circumstances and the Parties’ rights, obligations and liability under such circumstances shall be constructed within the meaning of Article 6.212 of the Civil Code of the Republic of Lithuania.

7.2. If a circumstance preventing a Party from performance hereunder is of temporary nature, then the Party shall be released from liability to the extent of such period which is held reasonable taking into account the impact made by such circumstance upon performance under this Agreement.

**8. Miscellaneous**

8.1. This Agreement shall come into force as of the date of signing by both Parties hereto and shall continue in effect until the 1st day of September 2025.

8.2. If any provision of this Agreement shall be held to be illegal, invalid, unenforceable or void, the other provisions of this Agreement shall not be affected thereby, but shall remain in full force and effect.

8.3. Any modification, amendment or variation of or any supplement, annexe or schedule to this Agreement shall only be valid if made in written form and duly signed by authorised signatories on behalf of each Party.

8.4. The Customer shall not be responsible for any problems arising from any inaccuracy of the banking details and other information given by the Contractor. Their completeness, accuracy and veracity is the responsibility of the Contractor.

8.5. The Parties undertake to give an immediate and prior written notification of any changes of their details to the other Party. All the notices (documents) sent by a Party to the other Party before the receipt of a notification of the change of the address of the latter shall be deemed duly served to that Party.

8.6. This Agreement has been executed in Lithuanian in two copies, one copy for each Party hereto. Both copies of this Agreement shall have equal legal power.

**9. Details of the Parties**

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| **On behalf of the Customer:** | **On behalf of the Contractor:** |
| Public Institution Thomas Mann Cultural Centre |  |
| Legal entity code 110065054 |  |
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| Director Dr Lina Motuzienė |  |
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