



SERVICE AGREEMENT No 20240806_01

Vilnius

06 August 2024

VšĮ Rupertas (the “Client”) and Ama Josephine Budge Johnstone (the “Service Provider”), the Client and the Service Provider are hereinafter severally referred to as a “Party” and collectively as the “Parties”. The Parties have entered into this Service Agreement (the “Agreement”) and have agreed to the following terms.

1. Terms

All capitalised terms in this Agreement shall have the meanings given to them in this section, unless the Agreement provides otherwise or the context of the Agreement suggests a different meaning of any such term. All other terms used in the Agreement shall be construed in their usual meaning.

Service refers to the tutoring services delivered by the Service Provider for the benefit of the Client under this Agreement.

Service Price refers to the payment for the services delivered by the Service Provider to the Client as stated in paragraph 3.1 of the Agreement.

2. Scope of the Agreement

Under this Agreement, the Client undertakes to pay the Service Provider for the delivery of the tutoring services and the Service Provider undertakes to deliver the tutoring services on the terms and conditions specified in the Agreement and to comply with any other terms and conditions thereof:

To deliver a workshop as part of the Alternative Education Programme on theories and methods of Black Feminist practice as a framework for thinking with the more-than-human worlds in Vilnius on 27-28 September.

3. REQUIREMENTS FOR THE PERFORMANCE OF THE SERVICES AND THE TRANSMISSION AND ACCEPTANCE OF THE SERVICES

3.1 The Agreement shall commence on 27 September 2024 and shall run until 28 September 2024.

3.2 The services performed by the Service Provider shall be performed in a quality and timely manner at the time of handover to the Client.

4. RIGHTS AND OBLIGATIONS OF THE Client

4.1 The Client undertakes:

4.1.1. to pay the Service Provider the Fee within the terms and conditions set out in the Agreement.

4.1.2. To arrange and pay for the Service Provider’s travel to and from Vilnius and accommodation in Vilnius for the duration of the agreement.

5. OBLIGATIONS OF THE SERVICE PROVIDER

5.1 The Service Provider undertakes:

5.1.1. to provide the Client with quality services in accordance with the terms and conditions of this Agreement.

5.1.2. To cover all other expenses not mentioned in 4.1.2 incurred during the duration of the agreement.

6. PROCEDURE FOR PAYMENT FOR SERVICES

6.1 The Agreement Price shall be EUR 700 (*seven hundred Euros*). If the numerical amount does not correspond to the verbal amount, the verbal amount shall be the correct amount.

6.2 The Service Provider is responsible for paying any and all taxes due in their country of residence.

6.3 The amount provided for in paragraph 6.1 of this Article may be varied depending on the needs of the Client and the scope of the activities, by means of an addendum to the Service Agreement.

6.4 The Client shall pay the Service Provider for the Service delivered in accordance with the requirements of this Agreement within 10 working days following the receipt of the Service Provider's invoice.

6.5 The Client shall pay the Service Provider the Service Price under this Agreement by bank transfer to the Service Provider's bank account specified herein.

7. PRIVACY POLICY

7.1 The Client shall remain responsible from the point of view of the GDPR and shall ensure compliance with all requirements relating to the processing of the personal data of the Affected Parties. The Client shall comply with the obligation to provide information and shall ensure that the processing of personal data is based on a data protection lawful basis (e.g. through company Agreements, limiting employment for recruitment purposes). Information on Rupert's GDPR is detailed in **Annex 1**.

7.2 The Service Provider undertakes not to disclose any information provided to them in the course of the Agreement or in connection with the performance thereof to any third party or to publish all or part of such information to any third party during the term of the Agreement and for a period of three years thereafter, without obtaining the Client's prior written consent, except where such disclosure is required by the applicable legislation in the Republic of Lithuania.

8. Validity, Amendment and Termination of the Agreement

8.1 The Agreement shall enter into force on the date of its signing and shall remain in force until its completion.

8.2 This Agreement may be supplemented, amended, or terminated early as provided by the applicable law.

9. Force Majeure

9.1. The Parties shall be exempted from liability for failure to perform their obligations under the Agreement in the event of force majeure circumstances which cannot be foreseen or avoided or remedied by any means. The Party experiencing force majeure must notify the other Party within three calendar days.

10. Applicable Law

10.1. This Agreement shall be governed by and interpreted in accordance with the law of the Republic of Lithuania.

11. Dispute Resolution

11.1. Any disagreement or dispute arising between the Parties in connection with this Agreement shall be settled amicably by both Parties. Failing to reach an agreement, any disputes, disagreements or claims arising out of or in connection with this Agreement, or the breach, termination or validity thereof, which have not been resolved by the Parties' agreement, shall be submitted to the competent court of the Republic of Lithuania, based on the Client's place of business (contractual jurisdiction).

12. Other Provisions

12.1. Neither Party shall have the right to transfer all or part of their respective rights and obligations hereunder to any third party without the prior written consent of the other Party.

9. DETAILS OF THE PARTIES AND SIGNATURES OF THEIR REPRESENTATIVES

Client Public Institution Rupertas Director Viktorija Šiaulytė Address: 79 Vaidilutės st., Vilnius E-mail: info@rupert.lt Company code: 301856534 Signature: 	Service Provider Ama Josephine Budge Johnstone Signature: 
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