



Spotlight Taiwan Project Agreement

August 2020 Edition

The Cultural Division attached to the Republic of China (Taiwan) Representative Office in __ (hereafter “the Division”) and ____ (hereinafter “the Organization”), seeking to establish a cooperative relationship under the Spotlight Taiwan Project to foster cultural exchanges and promote Taiwan’s culture in the nation where the Organization is located, hereby sign this Agreement.

Article 1: Objective

The appended plan that outlines the schedules, locations, content, performing tours, and program budget and that is approved by the Division shall form an integral part of the Agreement and shall be implemented by the Organization.

Article 2: Period of validity

This Agreement shall enter into force from the tender award date through _____ (yyyy/mm/dd).

Article 3: Budget and disbursement of funds

- I. The total budget for this project shall be \$_____. The Division shall remit to the Organization these funds in two installments in line with the following conditions:
 - A. First installment: \$_____ (___ percent of the total budget). The Organization shall present the Division with a receipt and remittance account for the first installment within 14 days of this Agreement’s signing. Said installment shall be remitted by the Division after it has verified the information provided.
 - B. Second installment: \$_____ (___percent of the total budget). The Organization shall, within one month of completion of this project (and no later than November 30, 2021), submit a final project report, and a receipt to the Division for the second installment. The Division shall review said documentation, taking into account the degree of

completion of the Agreement, and remit the second installment in line with its review.

- II. The final project report shall include an expense report for the entire project, and provide images of events held, figures on media coverage, promotional materials and marks used, and relevant sound and video recordings. The Organization shall agree to the nonprofit usage of the aforementioned materials by the Ministry of Culture of the Republic of China (Taiwan), and any third party authorized by the Ministry. The agreement shall not be limited by the time, place, or purpose in the non-commercial applications of such materials, and the agreement shall supersede *droit moral*.

Article 4: Amendment

Where it becomes necessary to make changes to the activities, budget, schedule, or venues listed in the Appendix, the Organization shall notify the Division in writing one month prior to the activity's being held. The Division shall then report its evaluation of the proposed changes or budgetary adjustment to the Ministry of Culture; where the proposal is approved, the revised content shall be put into the form of an agreement that shall be signed by representatives of both Parties before taking effect. However, where an act of God or force majeure occurs, or where, through no fault of its own, the Organization is unable to provide notification, it is to provide the Division with an explanation and supporting evidence as soon as possible after the fact to obtain its assent in writing.

Article 5: Termination

- I. Where the Organization fails to complete in part or in full the terms of the Agreement, the Division shall notify the Organization to rectify the situation within a specified timeframe. Where this is not heeded, the Division may, at its discretion and depending on the degree of Agreement fulfillment, proportionally reduce the payment made to the Organization or terminate/rescind, in writing, the Agreement. Where the Organization has completely failed to fulfill the Agreement, it is to refund the amount it already received from the Division to same. Where a portion of the Agreement has been fulfilled, the Division shall consider actual work done in settling accounts, and the Organization shall return unspent funds to the Division.
- II. While the Agreement is in force, but where an act of God, force majeure, or other cause not attributable to the Organization occurs such that it is unable to fulfill its obligations, the Organization shall, with all possible

- speed, notify the Division and request an extension. Likewise, where the Agreement cannot be fulfilled, the Organization shall be exempted from its contractual responsibilities. Where a portion of the Agreement has been fulfilled, the Division shall consider actual work done in settling accounts, and the Organization shall return unspent funds to the Division.
- III. The Agreement may be terminated or rescinded in part, following which the Organization shall submit a report on work completed to the Division.

Article 6: Nomenclature and signage

- I. The Organization shall acknowledge the Ministry of Culture of the Republic of China (Taiwan), as such, or in another form(s) approved by the Division, and appropriately include “Spotlight Taiwan” and the logo of the Ministry of Culture in all announcements, advertisements, and publications in the execution of its plan.
- II. Each Party shall control the use of its respective proprietary names, marks, and images. Each Party shall have the right to use the other party’s names, marks, and images for purposes of performing its obligations under this Agreement with the prior written consent of the other Party.
- III. To improve communication, coordination, and cooperation among participating Organizations, the Ministry of Culture shall make public or otherwise share information about projects; this will include providing the contact information of the Organization to current and potential partner Organizations.
- IV. When the Organization is executing its proposal, it shall notify the Division in advance when its activities involve, to an appreciable extent, a third party.

Article 7: Validity

- I. If any provision of this Agreement and its Appendix is deemed invalid, void, or unenforceable under the laws of either Party’s jurisdiction, the other provisions shall remain in full force and effect.
- II. Neither Party shall take any action which would cause the other Party to be in violation of the applicable laws of either Party’s nation.

Article 8: Dispute resolution

- I. The two Parties agree that when there is a dispute but where there remains the goodwill to continue cooperating, all possible measures shall be tried to resolve the dispute.
- II. Where disputes cannot be resolved by the Parties themselves, they shall be resolved in the courts of the nation with the greatest relevance. The disputes should be resolved in the courts of the Republic of China if there

is ambiguity about which Party has the greatest relevance, or be submitted to binding arbitration by an international dispute resolution organization.

Article 9: Other

- I. The Organization shall procure legal copyright for all materials used, obtain written copyright authorization for its usage of any third-party assets, and provide such documentation accordingly to the Division.
- II. Where any item in this Agreement is unclear or requires revision, the Parties shall engage in a written dialogue on the necessary changes.
- III. This Agreement is done in two copies, one for each Party; and two duplicates for the Ministry of Culture for payment, account settlement, and archival use.

Ministry of Culture, ROC (Taiwan)
Cultural Division

University/Organization

Signature

Signature

Print Name

Print Name

Title/Organization

Title/Organization

Date

Date