

AGREEMENT

ON THE ORGANIZATIONAL AND FINANCIAL CONDITIONS

OPERATIONS AND PROGRAM OF ACTIVITIES

MUNICIPAL PUBLIC LIBRARY IN ZGORZELEC

concluded on 28 June 2019 In Zgorzelec, between the Municipality of Zgorzelec, represented by Mr. Rafał Gronicz, Mayor of Zgorzelec, and the Candidate for the position of Director, Ms. Krystyna Radzięta, hereinafter referred to as "Director", hereinafter referred to as "Agreement".

On the basis of art. 15 section 5 of the Act of 25 October 1991 on the organisation and running of cultural activity (consolidated text Journal of Laws of the Republic of Poland of 2018, item 1983, as amended), in connection with the plan to Amendments), in relation to the planned employment of Ms Krystyna Radzięta as Director of the Municipal Public Library in Zgorzelec, entered in the register kept by the hereinafter referred to as the "Institution", the Parties to the Agreement agree on the following terms and conditions of the organisational and financial conditions of the Institution's activity and the programme of its operation.

SUBJECT OF THE CONTRACT

Article 1

1. The object of the Agreement is to define the detailed organisational conditions for the activities of the Institution and the programme of its operation, as well as the rights and obligations of the Parties arising therefrom.
2. The Institution conducts its activity and performs its tasks on the basis of:
 - 1) the Statute of the Municipal Public Library in Zgorzelec, constituting an annex to the Resolution No. 324 2013 of 23 April 2013. (hereinafter referred to as the Statute), which defines the basic organisational and financial conditions of the Institution's activities,
 - 2) internal orders and by-laws, in particular the by-laws organisational Rules and the institution's recompensing rules,
 - 3) generally effective regulations, laws, and executive acts.

3. Programme of the Municipal Public Library in Zgorzelec (hereinafter referred to as "Programme").

THE DIRECTOR'S OBLIGATIONS

Article 2

1. The Director shall perform the duties under the Agreement in accordance with the applicable legal provisions and the Programme, as referred to in Article 1 of the Agreement, exercising due diligence with a view to the achievement by the Institution of planned programming, financial, organisational and investment activities.
2. The Director manages the part of the property assigned to the Institution and the acquired part of its property, and runs it within the limits of the resources at his/her disposal, including the grant from the Organiser, guided by the principles of their efficient use. The property of the Institution may only be used for purposes that are in line with the scope of its activities.
3. The Institution is managed by the Director, who is responsible for all matters relating to the proper functioning of the Institution, the performance of its tasks and representing it externally. In the event of the absence of the Director of the Institution or his/her temporary inability to perform his/her duties, the activities of the Institution will be managed by a person designated by the Director of the Institution, within the limits of the authorisation granted.
4. The Director undertakes to endeavour to raise funds for statutory activities from a source other than the subject grant and targeted grants from the Organiser.
5. The Director undertakes to ensure the implementation of the Institution's activity plan.
6. The Director will provide the Organiser with:
 - 1) immediately after the completion of external inspections at the Institution, copies of the results of these inspections (protocols, post-inspection reports, inspection information, etc.),
 - 2) additional information related to the inspection,

- 3) any information concerning the activities of the Institution at the request of the Organiser.
7. The Director shall draw up detailed annual activity plans in the year preceding the implementation of the financial plan for the financial year in question.
8. The Director shall submit to the Organiser the activity plans and the financial plans for a given year.
9. At the request of the Organiser, the Director shall make it possible to inspect the activities of the Institution.
10. During the last year of the term of office, the Director will not make financial commitments to be made during his or her subsequent term of office, unless the Parties agree otherwise.
11. The Director shall ensure:
 - 1) the achievement of the revenue target,
 - 2) implementation in accordance with the timetable of the strategic plan and the annual plan of the activities of the Institution,
 - 3) rationalisation of the Institution's expenditure,
 - 4) making expenditures in a purposeful manner with an optimal selection of methods and means enabling the timely completion of tasks
 - 5) absolute observance of financial discipline within the scope of financial management of the Institution,
 - 6) detailed settlement of subsidies received from the State Budget.
12. The Director's failure to implement plans and to carry out activities of the Institution, resulting in losses in its financial management, may constitute grounds for the dismissal of the Director by the Organiser.

Article 3

1. The Director undertakes not to carry out, during the term of the Agreement, without the prior consent of the Organiser, any additional activities that might give rise to suspicion of their competitiveness with the activities carried out by the Institution.
2. In the case of teaching activities referred to in article 1, prior to his appointment as Director, he or she shall cease to teach the subjects concerned no later than the date of his or her appointment at the latest. 3.

3. The Director shall, during his/her term of office, uphold the good name of the Institution.

Article 4

1. The Director undertakes to use any confidential information obtained in the course of his or her duties solely for the proper performance of his or her duties and not to communicate such information to any person except those with whom he or she interacts in the performance of his or her duties under the law and the Agreement.
2. The Director shall also be required to maintain confidentiality for a period of six months after the expiration of this Agreement.
3. Confidential information means, in particular, commercial information, technical, organisational, programme, know-how and other information obtained in connection with the performance of the Director's duties.

Article 5

1. The Organiser provides:
 - 1) a subject grant for the maintenance and operation of the Institution,
 - 2) other resources within the Organiser's capacity.
2. The Organiser undertakes to transfer the due amount of the subject grant to the Institution on time, in accordance with the budget resolutions for a given year in agreed tranches.

DURATION OF THE CONTRACT AND CONDITIONS FOR ITS TERMINATION

Article 6

1. The Agreement shall enter into force on the date of the Director's appointment as Director of the Institution and shall remain in force throughout the term of office of the Director of the Institution.
2. The deadline for signing this Agreement is 1 July 2019. The Director's refusal to sign the Agreement shall result in his/her non-appointment to the position of Director of the Institution.

3. The Agreement shall cease to be in force on the date of removal from the post of Director of the Institution.
4. The Organiser may dismiss the Director if the Director fails to perform or improperly performs the obligations referred to in article 2 of this Agreement.
5. Withdrawal from the Agreement, together with an indication of the reasons and the time limit, shall be in writing under pain of nullity.
6. Termination of this Agreement by the Organiser as well as termination of this Agreement by the Director may constitute a reason justifying dismissal from the post of Director of the Institution.

ADDITIONAL PROVISIONS

Article 7

1. The Organiser and the Director undertake to co-operate with each other in good faith and with respect for the legitimate interests of each Party.
2. The Director shall be fully responsible for any non-performance or improper performance of the Agreement arising for reasons attributable to the Director.
3. In matters not covered by this Agreement, the applicable legal provisions shall apply, in particular the Act on Libraries, on the organisation and conduct of cultural activities, the Civil Code, the Labour Code, the Act on remuneration of persons managing certain legal entities, the Act on Public Finance. 4.
4. Amendments to this Agreement must be in the form of a written appendix null and void.
5. The appendix to the Agreement shall constitute its integral part.
6. The Agreement has been drawn up in two copies, one for each Party.