

**AGREEMENT**  
**on cooperation for the execution of project:**  
**"ESCALATOR"**

concluded and entered into pursuant to the Article 269 par. 2 of the Act No. 513/1991 Coll.  
Commercial Code as amended

between

- |                          |   |
|--------------------------|---|
| 1. Organization name :   | Košice - Európske hlavné mesto kultúry 2013, n.o. |
| with registered seat:    | Kukučínova č. 2, 040 01 Košice                    |
| represented by:          | Ing. Ján Sudzina, Director                        |
| Organization ident. no.: | 35583461  |
| Tax identification no.:  | 2022737871  |
| Bank details:            | 0558235001/5600 (Dexia Banka)                     |

(hereinafter only as the „Organiser“)

- |                          |   |
|--------------------------|---|
| 2. Organization name:    | Olivearte   |
| represented by:          | Paul Bogen, John Fitzgerald   |
| with registered seat:    | 115C Milton Road, Cambridge, United Kingdom,<br>CB4 1XE               |
| Organization ident. no.: | 06686460  |
| Bank details:            | Lloyds TSB, Cattle Market Branch Cambridge, PO<br>BOX 99, BX1 1LT, GB |
| IBAN:                    | GB54 LOYD 30917402582764  |
| Swift code:              | LOYDGB21206   |

(hereinafter only as the „Co-organiser“)

(hereinafter as the „Contracting Parties“)

**Article I**  
**Purpose and Subject of Agreement**

1. The purpose of this agreement is to set forth contractual terms and conditions, rights and obligations of Contracting Parties for the cooperation within the culture centre Cambridge Junction (hereinafter only as the „Co-organiser“) with the non-profit organization Košice – Európske hlavné mesto kultúry 2013, n.o. (hereinafter only as the „Organiser“) for the execution of the project **ESCALATOR** in scope set forth herein.

2. The subject of this agreement is a joint execution of a residence program – study visit held within the project **ESCALATOR**, especially organizational, technical and financial provision of stay of residents sent out to the culture centre of the Co-organiser.

## **Article II**

### **Rights and Obligations of Contracting Parties**

1. Contracting Parties agreed as follows for the fulfilment of the purpose and subject of the agreement pursuant to the Article I par. 1. and 2. hereof:
  - 1.1 Each Contracting Party undertakes to fulfil its obligations specified in this Article.
  - 1.2 Contracting Parties undertake to closely cooperate for the preparation and execution of the subject of the agreement pursuant to the Article I par. 2. hereof.
  - 1.3 Contracting Parties undertake to inform each other truthfully and with sufficient advance about all negotiations and substantial facts related to the subject of the agreement pursuant to the Article I par. 2. hereof.
  - 1.4 Contracting Parties undertake to provide execution of residential stays – study visits so as individual activities of Contracting Parties were harmonized with regard to both matter and time.
2. Special rights and obligations of the Organiser:
  - 2.1 to provide selection of residents as well as agreement on time schedule of stays of residents sent to the culture centre of the Co-organiser; to provide their professional guidance and coordination of their work prior to, during and after the execution of the stay on the grounds of the project ESCALATOR objectives,
  - 2.2 to financially provide the stay of residents in the partnership culture centre of the Co-organiser during November 2013, divided in time according to current conditions set forth by the Organiser,
  - 2.3 the Organiser undertakes to pay to the Co-organiser costs of participating residents spent for the rent of working space in the maximum amount EUR **1700** incl. VAT (one thousand and seven hundred Euros), rent of lightning equipment in the maximum amount of EUR **250** incl. VAT (two hundred and fifty Euros), rent of sound equipment in the maximum amount of EUR **150** (one hundred and fifty Euros) and accommodation costs in the maximum amount EUR **1000** incl. VAT (one thousand Euros). The remuneration pursuant to this paragraph is a maximum remuneration and can be changed as such only on the grounds of written consent of both Contracting Parties in form of an amendment to this agreement. The offer issued by the Co-organiser with stated amounts for costs related to the execution of residence program – study visit form an inseparable part hereof,
  - 2.4 the Organiser undertakes to pay to the Co-organiser costs pursuant to the par. 2.3 of this Article until 31. 12. 2013 by cashless transfer to the account of the Co-organiser specified in the heading of this agreement on the grounds of an invoice issued by the Co-organiser. Issued invoices shall contain all essentials of a tax document in compliance with the legal order of Slovak Republic. In case the invoice will not contain required essentials, the ordering party is entitled to return the invoice for completion or remaking.
3. Special rights and conditions of the Co-organiser:

- 3.1 to provide organizationally and technically the stay of selected residents in the seat of the culture centre,
- 3.2 to provide accommodation and adequate working conditions for residents during individual residences,
- 3.3 to provide access and engagement of residents to activities of the culture centre,
- 3.4 to provide access to common spaces used by subjects operating in the centre such as meeting rooms, lobby, etc.,
- 3.5 to enable meeting subjects operating in the centre, as well as centre partners,
- 3.6 to assist with obtaining contacts and building cooperation with subjects outside the Cambridge Junction according to possibilities and abilities of the Co-organiser.

#### Article IV Term of Agreement

1. The agreement comes to force by the date of its signing by both Contracting Parties and to effect on the day following the day of publication of this agreement on the website of the Organiser.
2. The agreement is concluded for a definite period of time, i.e. for the duration of the residence program within the project ESCALATOR from 1. 11. 2013 to 30. 11. 2013, unless agreed otherwise by Contracting Parties by a written amendment to this agreement.

#### Article V Final Provisions

1. Changes and amendments of this agreement can be made only by a written amendment to the agreement.
2. Legal relations not stipulated herein shall be governed by respective provisions of the Commercial Code and other generally binding legal regulations of the Slovak Republic.
3. The agreement applies also to legal successors of Contracting Parties.
4. Contracting Parties hereby declare that they expressed their will freely, seriously, certainly and legibly, that they agree with the consent of this agreement after reading it, in witness whereof they sign it in their own hand.

On behalf of the Organiser:

On behalf of the Co-organiser:

V Košiciach, 31.10.2013

V Košiciach, 31.10.2013

Ing. Ján Sudzina

Paul Bögen

RS