

15 ZML 0171

AGREEMENT ON COOPERATION FOR THE EXECUTION OF PROJECT:

„K.A.I.R. – KOSICE ARTIST IN RESIDENCE“

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

Between following contractual parties:

**ORGANISER:**

**Organization name :**

with registered seat:

represented by:

Organization ident. no.:

Tax identification no.:

Bank details:

IBAN:

(hereinafter only as the „Organiser“)

**Košice- Európskehlavnémestokultúry 2013, n.o.**

Kukučínova č. 2, 040 01 Košice

Ing. arch. Michal Hladký

35583461

2022737871

0558235001/5600 (PRIMA Banka)

SK21 5600 0000 0005 5823 5001

**CO-ORGANISER:**

**Organization name: FIA Freie International Akademie Amorbach e.V.**

represented by: Anna Tretter

with registered seat: Johannisturmstrasse 7, 63916 Amorbach

Organization ident. no.:

**Bank details**

Bank: Sparkasse MIL-OB

IBAN: DE44 7965 0000 0620 7429 16

BIC: BYLADEM1MIL

(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 program “K.A.I.R. – Kosice artist in residence” (hereinafter only as the „K.A.I.R.“). The main objective of the project K.A.I.R. is an international art exchange program for residential artists from EU countries and the rest of Europe and the world, support the creative energy of each of the invited artists and provide opportunities to work in new, dynamic and motivating environment. Another objective is to continue to create beneficial environment for the

development of contemporary art projects of international dimension with local and international participants.

2. The subject of this agreement is a joint execution of a residence program held within the project **KAIR Košice Artist in Residence**, especially organizational, technical and financial provision of stay of residents sent out to the cultural organisation of the Co-organiser.

## **Article II**

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

1. Contracting Parties agreed as follows for the fulfillment of the purpose and subject of the agreement pursuant to the Article I section. 1. and 2. hereof:
  - 1.1 Each Contracting Party undertakes to fulfill 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 section 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 section 2. hereof.
  - 1.4 Contracting Parties undertake to provide execution of residential stay 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 financially provide the stay of five residents in the partnership cultural organisation of the Co-organiser during the period between 3<sup>rd</sup> of August until 16<sup>th</sup> August 2015,
  - 2.2 the Organiser undertakes to pay to the Co-organiser costs for promotion of the residency in the maximum amount **EUR 100 incl. VAT** (one hundred Euro), costs for equipment rental in the maximum amount **EUR 150 incl. VAT** (one hundred fifty Euro), travel costs of curator of project Anna Tretter in the maximum amount **EUR 100 incl. VAT** (one hundred Euro) and accommodation of Anna Tretter in Košice the maximum amount **EUR 200 incl. VAT** (two hundred Euro). The amounts referred to this paragraph are the maximum amount 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.
  - 2.3 the Organiser undertakes to pay to the Co-organiser costs pursuant to the paragraph 2.3 of this Article within 14 days from the day of delivery of invoice by cash transfer according to 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 residency space and hosting of the project from the 3<sup>rd</sup> of August until the 16<sup>th</sup> of August

- 3.2 To provide professional guidance and coordination of the work of the residents sent to the cultural organisation of the Co-organiser prior to, during and after the execution of the stay on the grounds of the project KAIR objectives,
- 3.3 To inform about the residency during the stay of the artists and provide a report of the results of the residency in form of photo-documentation.

### **Article III**

#### **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, from 1<sup>st</sup> August – 31<sup>st</sup> August 2015, unless agreed otherwise by Contracting Parties by a written amendment to this agreement.

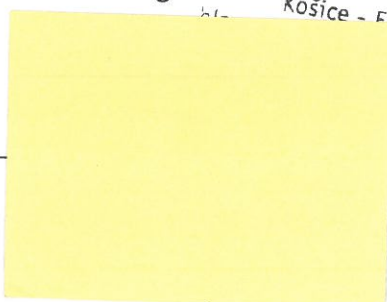
### **Article IV**

#### **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. The contracting parties agree that in the case of linguistic irregularity prevails Slovak version of this contract.
5. 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.

In Kosice: 30 / 7 / 2015

On behalf of the Organiser:



Košice - Európske  
júly 2013, n.o.  
0 01 Košice  
2022737871

On behalf of the Co-organiser:

