

## COOPERATION CONTRACT

concluded under the provisions of § 51 of Act no. 40/1964 Coll., the Commercial Code, as amended  
(hereinafter referred to as the "Contract")

between the following contracting parties:

**Article I.**

Organization Name: **Creative Industry Košice, n.o.**  
Represented by: Ing. arch. Michal Hladký, director  
Registered Address: Kukučínova 2, 040 01 Košice, Slovakia  
Company Number: 35583461  
VAT No.: SK2022737871  
Bank: Prima banka Slovensko, a.s.  
IBAN: SK21 5600 0000 0005 5823 5001  
SWIFT: KOMASK2X  
Contact person: Jana Šargová, jana.sargova@cike.sk  
(hereinafter referred to as the "**Client**")

and

Name: **Prof. Karl Stocker**  
Address:  
Date of birth:  
IBAN:  
BIC:  
(hereinafter referred to as the "**Partner**")

**Article II.****Subject of Contract**

The subject of this Contract is to govern the mutual rights and obligations of the parties during the cooperation of the contracting parties in activities related to **Art & Tech Days 2017** (hereinafter referred to as the "**Event**").

**Article III.****Obligations of the contracting parties**

1. The Partner undertakes to:
  - a) Prepare and present his presentation at **Art & Tech Conference** within the Event, on **November 24, 2017** in Kasárne Kulturpark, Košice, Slovakia. The length of the presentation shall be 30 minutes.
  - b) Prepare and present his presentation at **Pecha Kucha Night** within the Event, on **November 23, 2017** in Cinema Smile. The presentation shall have 20 pictures – each for 20 seconds.
  - c) The Partner is obliged to keep confidential all matters about which he/she learns during the implementation of the subject of the Contract, even after the termination of this Contract, otherwise he/she shall compensate the damage caused to the Client by the breach of this obligation.

- d) The Partner is obliged to cooperate with the Client, respect its proposals and in implementing the subject matter of the Contract is bound by the mandatory instructions of the Client.
  - e) The Partner is obliged to immediately inform the Client of matters essential to the execution of the subject of this Contract, in particular not performing the proper implementation with the reasons for its cause, etc.
  - f) If the Partner fails to meet the obligations under this Contract properly and on time, he/she shall pay the Client for verifiable and documented expenses.
  - g) The Partner undertakes continuously and always at the request of the Client to inform it about ongoing progress and the status of the implementation of this Contract.
  - h) The Partner shall eliminate defects, take into account and incorporate the comments of the Client on the implementation of the subject matter of this Contract, immediately when prompted to such action by the Client.
  - i) The Partner undertakes to fulfil the obligations arising from this Agreement in person in his/her own name and at his/her own responsibility and with professional care.
2. The Client undertakes to:
- a) Provide all necessary information concerning the Art & Tech Days 2017 event, provide inevitable conditions for the partners' presentations.
  - b) **Provide accomodation** for the partner from 22.11. till 25. 11. 2017.
  - c) **Book and pay all travel expenses** concerning travelling for the event from Graz to Kosice and back.

#### **Article IV. Remuneration and payment terms**

1. The Parties agreed that for proper and timely fulfilment of the subject of this Contract according the Article III. point 1, the Client shall pay to the Partner a **fee for cooperation within the event 700,- EUR** (in words seven hundred euros; hereinafter referred to as the "**Fee**").
2. The Fee will be paid by bank wire transfer to the bank account of the Client referred to on Article I. of this Contract within 30 days of timely performance of the contract in accordance with Article III., point 1 hereof.

#### **Article V. Termination of Contract**

1. This Contract may be terminated by agreement of the contracting parties.
2. Either contracting party may withdraw from this Contract in particularly serious cases, such as in particular events of force majeure.
3. The Client may also withdraw from the Contract if the Partner substantially breaches the Contract or without stating a reason.
4. Withdrawal from the Contract must be in written form and must be delivered to the other contracting party.
5. In the case of withdrawal from the Contract:
  - a) The Client is entitled to compensation for damages caused, consisting mainly of costs incurred,
  - b) The Partner is not entitled to compensation of costs incurred.

#### **Article VI. Final Provisions**

1. This Contract enters into force upon its signature by both contracting parties and becomes effective on the day following its publication on the web site of the Client. It can be amended and supplemented upon the agreement of the parties in the form of written amendments to this Contract numbered in ascending order.

2. The rights and obligations of the contracting parties not addressed in this Contract are governed by the provisions of Act no. 40/1964 Coll., the Civil Code, as amended, and other generally binding legal regulations valid in the Slovak Republic.
3. This Contract is drawn up in two copies, whereby each party shall receive one.
4. The parties declare that before signing this Contract they properly read it, conclude it freely, seriously consider it as clear and comprehensible, and as proof of their agreement with its content they have hereunto set their hands.

In Košice, 7. 11. 2017

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