

18ZML0038

**Contract on the Provision of Financial Resources
from the International Visegrad Fund's
Visegrad Grant No. 21810002**

(hereinafter only the "Contract")

1. CONTRACTING PARTIES

1.1 International Visegrad Fund

Address:	Hviezdoslavovo nám. 9, 811 02 Bratislava, SK
ID No.:	36060356
Bank name:	Tatra banka, a.s.
Bank seat:	Hodžovo nám. 3, 811 06 Bratislava, SK
IBAN:	SK29 1100 0000 0029 3600 0250
SWIFT/BIC:	TATRSKBX

Represented by: **Beata Jaczewska**, Executive Director

hereinafter referred to as the "Fund"

and

1.2 Creative Industry Košice, n. o.

Name:	Creative Industry Košice, NGO
Address:	Kukučínova 2, Košice, 04011, SK
ID No.:	35583461
Bank name:	Prima Banka Slovensko, a. s.
Bank seat:	Hodžova 11, 010 11 Žilina, Slovakia
IBAN:	SK21 5600 0000 0005 5823 5001
SWIFT/BIC:	KOMASK2X
Registered VAT Payer:	no
Additional banking information:	

Represented by: **Michal Hladký**

hereinafter referred to as the "Grantee"

1.3 The Fund and the Grantee jointly hereinafter only "Contracting Parties".

1.4 The Contracting Parties enter into this Contract on Provision of Financial Resources from the International Visegrad Fund under the conditions and with the subject matter stipulated below.

2. SUBJECT OF THE CONTRACT

2.1 The subject of this Contract is the definition of conditions for the payment of financial support from the Fund to support the activities of the Grantee within the project named "Art & Tech Days 2018", as on the base of Grantee's proposal in application submitted via the Fund's On-line System as defined below (the "Application") under serial No. **21810002** (the "Project"). To avoid any doubts, Contracting Parties declare and agree that after the Application is submitted via the On-line System, it cannot be changed by neither Contracting Party.

2.2 The Grantee specified the following project partners for the implementation of the Project:

Partner No. 1.

Name of the organization in its native language: Košice IT Valley z. p. o.	
Name of the organization in English: Košice IT Valley	
Address: Letná 1/9, Košice, 04001, SK	SK
Statutory representative: Pavol Miroššay, director	
BIN: 35578041	Registered VAT payer: no

Partner No. 2.

Name of the organization in its native language: Katowice Miasto Ogrodów - Instytucja Kultury im. Krystyny Bochenek	
Name of the organization in English: Katowice City of Gardens - Institution of Culture of Krystyna Bochenek	
Address: Plac Sejmu Śląskiego 2, Katowice, 40-032, PL	PL
Statutory representative: Piotr Zaczekowski, director	
BIN: PL9542762461	Registered VAT payer: yes

Partner No. 3.

Name of the organization in its native language: JIC, zájmové sdružení právnických osob	
Name of the organization in English: The JIC, Association of Legal Entities	
Address: Purkyňova 649/127, Brno, 61200, CZ	CZ
Statutory representative: Petr Chládek, CEO	
BIN: 71180478	Registered VAT payer: yes

Partner No. 4.

Name of the organization in its native language: KIBU Innováció Nonprofit Kft.	
Name of the organization in English: Kitchen Budapest	
Address: Ráday utca 30, Budapest, 1092, HU	HU
Statutory representative: Judit Varga	
BIN: HU10222098	Registered VAT payer: yes

All of the above-mentioned partners hereinafter jointly referred to only as the "Project Partners".

2.3 The subject of the Project shall be supported by the Fund with an amount of up to **€10,000.00** under conditions set forth further in this Contract (the "Grant").

2.4 The Grantee is obliged to implement the Project in compliance with the time frame and financial and other conditions stipulated in the Contract.

2.5 The Grantee is obliged to keep the Fund updated in regard to the Project via the grant management on-line system available at <http://my.visegradfund.org/> (the "On-line System").

3. IMPLEMENTATION OF THE PROJECT

3.1 The Contracting Parties agree that the Project shall last from **01/06/2018** to **31/01/2019** (the "Implementation Period").

3.2 Particular stages of implementation of the Project are specified in Attachments No. 1 and 2 hereof ("List of outputs" and "Calendar of Events/Outputs"). The Grantee is obliged to maintain an up-to-date Calendar of Events. Any change in the dates, venues or types and names of events originally stipulated in the Calendar of Events must be updated and confirmed in the On-line System no later than 10 working days prior to the planned date.

4. GRANT PAYMENT

4.1 The Grant shall be paid to the Grantee under conditions set forth in Section 4.2 hereof in 3 instalments as follows:

- the 1st installment in the amount of **€8,000.00** within 15 working days after the delivery of the valid and effective Contract by the Grantee to the Fund (the "First Instalment"); Contracting Parties agreed that the Grantee is obliged to deliver to the Fund a final report contents and requisites of which are set forth in the Grants Guidelines published and available on the Fund's website in the period under Article 6, section 6.2 of the Contract (the "Final Report");
- the 2nd (and final) installment in the amount of **€2,000.00** within 15 working days after the Final Report and Financial Statement are approved by the Fund according to Article 6 hereof (the "Final Instalment"). Parties agreed that the Final Instalment must be pre-financed by the Grantee and, if duly approved under conditions set forth hereof, the Fund reimburses the due amount of the Final Instalment.

4.2 The Grantee shall be entitled to the 2nd (and final) instalment of the Grant solely upon the approval of the Fund provided (i) the relevant reports relating to the particular instalment were delivered by the Grantee to the Fund within the periods stated in Article 6 hereof and in the Calendar of Events/Outputs as specified in Attachment No. 2 hereto and (ii) such reports were approved by the Fund pursuant to Article 6 hereof.

4.3 The Fund reserves the right to deny the disbursement of the Grant or any part of it, in case the Grantee does not comply either with the Rules and Grant Guidelines mentioned in 4.4 and applicable at the time of the Application's submission or the provisions of the present Contract. In such case the Grantee shall not be entitled to any disbursement.

4.4 The Grantee declares that prior to the signing of this Contract they made themselves familiar with the Rules and Grant Guidelines of the Fund which are applied by the Fund for the organization and treatment with the grants, including Grant provided to the Grantee under this Contract, and which are published on the website of the Fund (www.visegradfund.org). The Grantee shall be obliged to accept all such rules and principles of the Fund.

5. GRANT UTILIZATION

5.1 The Grant shall be used by the Grantee only to cover the direct expenses of the Project during the Implementation Period of the Project according to the budget plan which forms Attachment No. 1 hereof (the "Budget"). Up to 15% of the Grant may be used to cover Project overhead costs (operating costs directly linked to the Project).

5.2 The expenses required for the Project from the Grant cannot exceed the approved amount.

5.3 The Grant may be used only during the contracted Implementation Period. The part of the Grant not used during the Implementation Period shall be returned by the Grantee to the Fund upon request within 15 working days.

5.4 The Grantee shall use the Grant according to the Budget in an efficient and cost-effective way.

5.5 Any change in the qualified expenses as stated in the Budget exceeding the amount of €1,000.00 in individual budget category requires the prior approval of the statutory representative of the Fund. For such approval to be granted a written request of the Grantee is required in which the need of such change shall be justified. Without the approval of the Fund the Grant may not be used to cover such changed expenses exceeding the amount qualified in the Budget.

5.6 The financial resources of the Grant other than overhead costs cannot be used for:

a) capital investments (tangible/intangible assets);
b) VAT refund for Grantees who request VAT compensation from local authorities;
c) the Grantee's own indirect costs (electricity/gas/water/telephone bills, etc.);
d) internal costs or invoices (rent of one's own premises, one's own accommodation and board); and
e) Grantee's own work—e.g. coordination of the Project, salaries, financial remuneration of employees (or any expenses related to employment based on the Labour Code, including daily allowances, part-time work, etc.).

6. REPORTING OBLIGATIONS AND RELATED CONTRACTUAL TERMS

6.1 The Grantee shall immediately inform the Fund in writing of any circumstance which may affect the realization of the Project or of any changes in contractual conditions. The statutory representative of the Fund shall decide upon such circumstances and changes.

6.2 The Grantee shall deliver to the Fund:

<i>Report:</i>	<i>Covering the period from-to:</i>	<i>Latest delivery of report:</i>
Final Report	01/06/2018–31/01/2019	28/02/2019
Financial Statement	01/06/2018–31/01/2019	28/02/2019

6.3 The reports under this Article hereof shall be drawn up in the qualified forms and according to the requirements and instructions published on the website of the Fund, mainly in the Rules and Grants Guidelines. The Fund reserves the right to deny any Report failing to meet this requirement

6.4 All the reports shall be prepared and separately signed by the Grantee or authorized representative of the Grantee.

6.5 The Financial Statements shall conform to the budget and shall mention expenditures related to the Project and shall comply with financial documents evidencing the utilization of the Grant. All financial documents (receipts, bills, contracts and invoices, etc.) related to a project must be kept for period of at least 10 years and copies thereof delivered to the Fund upon request.

6.6 The Fund has the right to verify any data provided by the Grantee to the Fund. The Grantee hereby grants the Fund authorization to provide any acts on behalf of the Grantee necessary for verification of any data provided by the Grantee to the Fund.

6.7 In case of any reservations of the Fund to provided reports or any documentation attached thereto the Grantee shall be obliged to revise such reports or documentation according to the requirements of the Fund within the period stated by the Fund.

6.8 The Fund reserves the right to determine the eligibility of each cost to be covered by the Fund.

7. OTHER CONTRACTUAL TERMS

7.1 All formal communication with the Fund must be conducted in English.

7.2 The Grantee is obliged to specify a bank account for the purposes of the grant disbursements realized by the Fund. All Project payments must be carried through the bank account owned by the Grantee.

7.3 The Grantee shall conduct bank transfer (non-cash) transactions only.

7.4 The Grantee is obliged to acknowledge the Fund's support of the Project (i) on all premises where events take place as part of the Project (in the form of a banner or flag), (ii) in all printed materials distributed as part of the Project and (iii) on all websites connected with the Project, including the Project website and the websites of the Grantee and of the Project Partners, while all the websites must be available in English language as well. All acknowledgements must visibly carry the current version of the logo of the Fund and, if on-line, must be directly linked to www.visegradfund.org. Acknowledgements in event venues must be present for the duration of the events; acknowledgements on-line must remain active for the whole Contractual Period of the Project, at minimum. The Grantee shall ensure that any of its Project Partners acknowledge the Fund's support for the Project to the same extent that the Grantee is obliged under this Contract. Further obligations of the Grantee regarding the acknowledgment of the Fund's support of the Project are specified in the PR Policy of the Fund published on the Fund's website and the Grantee declares that prior to the signing of this Contract he made himself familiar with the PR Policy and shall abide by this policy.

7.5 The Fund reserves the right to carry out monitoring visits of the Project and implementation thereof and carry out financial inspection of the Project and, if necessary, request additional documentation regarding the Project. The Grantee is obliged to allow visits from the staff of the Fund or from personnel authorized to do so by the Fund, allow a financial inspection and provide any materials related to the Project upon request.

7.6 The Fund (or person authorized by the Fund) is entitled to carry out an audit of the Grantee during the Implementation Period. The Grantee is obliged to bear such audit and provide the Fund with any accounting and other document related to the Grant and make and deliver the Fund copies therefrom.

7.7 The Fund undertakes to extend to the Grantee necessary co-operative support.

7.8 Both Contractual Parties may disclose information on the Project and enable access of the public to participate in the Project.

7.9 The Grantee takes note of the fact that the Fund accepts no responsibility for any contents of any output of the Project.

7.10 The Grantee declares that he shall be the bearer of all intellectual property rights and/or copyrights to any outputs of the Project or any part thereof (the "Outputs"). The Grantee hereby grants to the Fund under provisions of the Act No. 185/2015 Coll. Copyright Act (the "Copyright Act") a non-exclusive royalty free licence, without territorial, time, material and technological limitations, to any Outputs of the Project or part thereof, so the Fund shall have mainly right to:

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|---|
| a) publicly disclose the Outputs and publish the Outputs in any way, e.g. on the Fund's website, in any Fund's materials, etc.; |
| b) alter and process the Outputs, mainly use the Outputs to create new work, according to needs of the Fund; |
| c) include the Outputs to a database under §131 of the Copyright Act; |
| d) merge the Outputs with any other outputs or work; |
| e) make copies of the Outputs; |
| f) publicly distribute the Outputs; |
| g) to deal with the Outputs in any other way that is attributable to the author under the provisions of the Copyright Act. |

8. CONTRACTUAL SANCTIONS

8.1 The Fund shall be entitled against the Grantee for a contractual penalty in the amount of 20% of the amount of the Grant (the "Contractual Penalty"), if:

- a) any data provided by the Grantee turns out to be false or not up-to-date, or
- b) the Grantee fails to deliver to the Fund any of the reports according to this Contract in time, or
- c) the Grantee fails to observe the Budget or the Grant or any part of it is used in conflict with the terms stipulated in this Contract, or
- d) the Grantee breaches any of its obligation arising from Article 7 hereof.

8.2 The Contractual Penalty shall be paid by the Grantee within 15 working days from the written notice of the Fund. The Contractual Penalty payment shall not affect the Fund's right to request a damage compensation for any damages caused to the Fund.

8.3 The Fund shall be entitled to withdraw from the Contract, in case:

a) any kind of false/incorrect data/information is provided by the Grantee, or
b) any of the contractual requirements are not met by the Grantee or breached by the Grantee and the Grantee shall not remedy such deficiency or breach within an additional reasonable period provided by the Fund in the written call for the remedy, or
c) deficiencies are determined that could in a significant way affect the result or approved schedule during the implementation of the Project, mainly, but not limited to, the Outputs of the Project do not meet the requirement under this Contract and its attachments, or
d) the good reputation of the Fund is damaged by the Grantee, or
e) the Fund learns about a misuse of any funds granted to the Grantee by the Fund or the funds provided by the Fund are used, intentionally or negligently, to any other purpose that specified in the Project.

8.4 The notice of withdrawal shall be delivered in writing in person or by registered mail to the address of the relevant Contracting Party stated in this Contract. The notice of withdrawal shall be considered received on the date of its delivery. If the delivery of the withdrawal notice is rejected by the relevant Contracting Party, the rejection date shall represent the date of delivery. In the case of postal deliveries the withdrawal notice shall be considered received on the third day of its postal deposit, irrespective the addressee's knowledge of such deposit.

8.5 If the Contract is terminated upon the withdrawal of the Fund therefrom, the Grantee shall automatically be obliged to return to the Fund the amount of the paid Grant within 15 working days.

8.6 In case the Grantee fails to observe the Budget or the Grant or any part of it is used in conflict with the terms stipulated in this Contract, the Grantee shall be obliged to return the amount of the paid Grant to the Fund within 15 working days at the call of the Fund.

8.7 When the Fund determines deficiencies that could in a significant way affect the result or approved schedule during the implementation of the Project, the Fund reserves the right to suspend the payment of Grant or any part of it for a definite period.

8.8 If the Fund anytime (i.e., also after implementation of the Project) learns about a misuse of any funds granted to the Grantee by the Fund, the Grantee shall be obliged to return the full granted amount to the Fund within 15 working days of the call of the Fund.

9. FINAL PROVISIONS

9.1 This Contract shall be governed by Slovak law. Relevant provisions of the Civil Code of the Slovak Republic and other related regulations of the Slovak Republic shall apply to the relations regulated in this Contract, resulting from it and related to it.

9.2 Any disputes resulting from this Contract which could not be settled by mutual agreement of the Contracting Parties shall be resolved by Slovak courts.

9.3 This Contract shall enter into force on the day of its signing by both Parties. This Contract is concluded for a definite time period until 11/04/2019 (i.e., the implementation period + 50 working days), except the stipulations in Section 8.8 hereof which shall remain valid and effective for an indefinite time period.

9.4 Both Contracting Parties declare that they conclude this Contract of their free will, they have read its content and as evidence of their consent to its wording they voluntarily sign it as correct.

9.5 The Contract is drawn up in two identical counterparts in English. Each Contracting Party shall receive one counterpart of the Contract.

Done in Bratislava on 25/05/2018

Signature of the Fund's statutory representative



Signature of the Grantee's statutory representative

²
Active Industry Košice, n.o.
Jakučínova 2, 040 01 Košice
35 583 461 DIČ: 2022737871

Attachment 1

to the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad
Grant No. **21810002**

List of Outputs:

Total approved sum: **€10,000.00**

1 Art & Tech Workshop I. (Event–Public), Košice, SK

21/11/2018–21/11/2018

Technical hands-on workshop. The content will be aimed at developing technical skills for production in the field of creative industry (eg audiovisual production, video games / gaming, digital music etc).

Direct target groups:

Professionals in creative industry: 30

Students of technical departments: 10

Dissemination/promotion

The Art & Tech Days festival will be promoted complexly by print ads, mass media, website, social media: Instagram and Facebook campaign lasting min. 1 month, direct mail and newsletter. The festival will be promoted also through information channels of the project partners.

Role of the applicant and project partners

Concept, content and lecturer will be set up in collaboration with project partner the JIC (CZ), who has expertise in innovation in the field of digital technologies and creative industries. The production of the event will be provided by the applicant.

2 Art & Tech Workshop II. (Event–Public), Košice, SK

21/11/2018–21/11/2018

Hands-on workshop focused on the development of technical skills for the use of software for interactive art.

Direct target groups:

Students of arts departments: 10

Artist, designers: 10

Dissemination/promotion

The Art & Tech Days festival will be promoted complexly by print ads, mass media, website, social media: Instagram and Facebook campaign lasting min. 1 month, direct mail and newsletter. The festival will be promoted also through information channels of the project partners.

Role of the applicant and project partners

The workshop will be developed by the applicant in cooperation with project partner Medialab Katowice (PL). Medialab will be responsible for the selection of the lecturer and the overall content and conception of the workshop. Production of the event will be provided by the applicant.

3 AV performance (Event–Public), Košice, SK

22/11/2018–22/11/2018

Audio visual performance.

Direct target groups:

General public, mostly young audience: 200

Dissemination/promotion

The Art & Tech Days festival will be promoted comprehensively by print ads, mass media, website, social media: Instagram and Facebook campaign lasting min. 1 month, direct mail and newsletter. The festival will be promoted also through information channels of the project partners. The concert will be promoted also by the cultural centre/venue in which it will take place.

Role of the applicant and project partners

The concert dramaturgy will be created by the applicant based on the recommendations of project partners. The applicant will also provide the production of the event.

4 Art & Tech Conference (Event–Public), Košice, SK

22/11/2018–22/11/2018

The international conference on art and technology. The framework theme will be Artificial Intelligence (AI), the talks will present examples of interdisciplinary thinking and the unconventional approach of IT experts, artists and the creative teams, which produce innovative concepts. The conference will be accompanied by panel discussions and networking activities.

Direct target groups:

Students of arts and technical departments: 30

IT professionals: 50

Policy makers: 10

Artists, designers, representatives of cultural organisations: 50

Researchers and developers (art, tech, design): 30

Professional in creative industry: 30

Dissemination/promotion

The Art & Tech Days festival will be promoted complexly by print ads, mass media, website, social media: Instagram and Facebook campaign lasting min. 1 month, direct mail and newsletter. The festival will be promoted also through information channels of the project partners.

Role of the applicant and project partners

The applicant will provide the production and promotion of the event. Together with the project partners, will select the speakers and talks' topics. All project partners will ensure the dissemination and promotion of the conference to their core audiences.

5 Art & Tech Afterparty (Event–Public), Košice, SK

22/11/2018–22/11/2018

Get together afterparty of the Art & Tech Conference with a music program (DJs). The informal afterparty is a great opportunity for networking. Designed for all conference participants, but also open to the general public.

Direct target groups:

Conference participants (see the detailed TG of the conference): 200

General public: 100

Dissemination/promotion

The Art & Tech Days festival will be promoted complexly by print ads, mass media, website, social media: Instagram and Facebook campaign lasting min. 1 month, direct mail and newsletter. The festival will be promoted also through information channels of the project partners.

Role of the applicant and project partners

The afterparty will be programmed and produced by the applicant.

6 Media Arts Installation (Event–Public), Košice, SK

22/11/2018–23/11/2018

The art installation aims to popularise contemporary media arts.

Direct target groups:

General public with interest in art and culture: 500

Artists and representatives of cultural organisations: 50

Dissemination/promotion

The Art & Tech Days festival will be promoted complexly by print ads, mass media, website, social media: Instagram and Facebook campaign lasting min. 1 month, direct mail and newsletter. The festival will be promoted also through information channels of the project partners. The exhibition will be promoted also by the gallery, in which the exhibition will be held.

Role of the applicant and project partners

The applicant will prepare the exhibition in cooperation with the project partner Kitchen Budapest, as team of the organisation is made up of experienced media artists. KiBu has produced works for prestigious events and festivals, such as the Ars Electronica festival. The production will be provided by the applicant.

7 Art & Tech for Kids (Event–Public), Košice, SK

24/11/2018–24/11/2018

By educating children in the field of art and technology, we develop children's creativity, digital skills and competencies while bringing joy into education and building the future audiences. The creative workshop will combine art and technology (eg animation, DIY machines, Arduino workshop).

Direct target groups:

Children (7+ years): 20

Dissemination/promotion

The Art & Tech Days festival will be promoted complexly by print ads, mass media, website, social media: Instagram and Facebook campaign lasting min. 1 month, direct mail and newsletter. The festival will be promoted also through information channels of the project partners.

Role of the applicant and project partners

The workshop will be produced and supervised by the applicant with a Slovak lecturer and assistant (to avoid language barrier when working with children).

Budget:

Accommodation and board	200.00
Expert fees/Fees for authors or artists	7,250.00
Printing/publishing costs	400.00
Promotional costs	600.00
Rent and related technical services	550.00
Project overhead costs	1,000.00
Total	10,000.00

Done in Bratislava on 25/05/2018

Signature of the Fund's statutory representative



Signature of the Grantee's statutory representative

²
creative industry Košice, n.o.
Kukučínova 2, 040 01 Košice
IČ: 35 583 461 DIČ: 2022737871

Attachment 2

to the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant
No. 21810002

Calendar of Events:

Implementation period: from 01/06/2018 to 31/01/2019

	Event	City	Country	From	Until
1	Art & Tech Workshop I.	Košice	SK	21/11/2018	21/11/2018
2	Art & Tech Workshop II.	Košice	SK	21/11/2018	21/11/2018
3	AV performance	Košice	SK	22/11/2018	22/11/2018
4	Art & Tech Conference	Košice	SK	22/11/2018	22/11/2018
5	Art & Tech Afterparty	Košice	SK	22/11/2018	22/11/2018
6	Media Arts Installation	Košice	SK	22/11/2018	23/11/2018
7	Art & Tech for Kids	Košice	SK	24/11/2018	24/11/2018

Financial Statement and Final Report deadline: 28/02/2019

Done in Bratislava on 25/05/2018

Signature of the Fund's statutory representative



Signature of the Grantee's statutory representative

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active Industry Košice, n.o.
Jkučlnova 2, 040 01 Košice
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