

**COOPERATION AGREEMENT FOR „TRAINEESHIP ON DATA  
AND PLACES FOR CULTURAL AND CREATIVE SPACES AND  
CITIES“ PROJECT IMPLEMENTATION**

**Creative Industry Košice, n.o.**  
Organizer

**and**

**The Data Place Ltd**  
Partner

concluded in accordance with § 269 par. 2 of Act no. 513/1991 Coll. Commercial Code as amended between these parties (hereinafter referred to as the "**Agreement**");

Business name:  
Registered Office:

**Creative Industry Košice, n.o.**  
Kukučínova 2, 040 01 Košice, Slovak republic

ID: 35 583 461  
VAT ID: SK2022737871  
Representative: Michal Hladký, Director  
Bank: PRIMA banka Slovensko a.s.  
IBAN: SK21 5600 0000 0005 5823 5001  
Contact person: Zuzana Révészová  
e-mail: zuzana.reveszova@cike.s  
(hereinafter to as the „**Organizer**“)

and  
Business name: The Data Place Ltd  
Registered Office: Fairbairn House, Higher Lane, Plymouth UK PL1 2AN  
VAT ID: n/a  
Representative: Martin Howitt, Director & Technology lead  
Bank: Lloyds Bank PLC  
IBAN: GB97LOYD30999857258360  
Contact person: Simon Gough  
e-mail: simon@thedata.place

(hereinafter to as the „**Partner**“)

(hereinafter together as the „**Parties**“)

### **Preamble**

*The activities of the non-profit organization Creative Industry Košice focus on helping talented people working in art, culture and creative industries. In order to develop these sectors in Košice, it is necessary to provide sufficient education and to motivate other people to participate in the creation of creative content and cultural production. TRAINEESHIP ON DATA AND PLACES FOR CULTURAL AND CREATIVE SPACES AND CITIES is designed for key creative community managers, local civil servants, researchers and international partners. The main objective of this program is to stimulate the citizen-centred approach by organizing data collection and place design as well as service design to support local innovative and current projects. It will encourage cooperation, interdisciplinary dialogue and the creation of joint projects. In order to implement this, the Parties have decided to conclude this Agreement.*

### **SUBJECT MATTER**

1. The subject of this Agreement is the agreement on terms, rights and obligations of the Parties in the framework of cooperation in the implementation of the *TRAINEESHIP ON DATA AND PLACES FOR CULTURAL AND CREATIVE SPACES AND CITIES* (hereinafter referred to as the "**Project**") in accordance with the Preamble to this Agreement under the expert guidance of an experienced mentor provided by the Partner.

### **RIGHT AND OBLIGATION OF THE PARTIES**

2. The Partner undertakes to provide following activities for the Organizer by experienced mentors from January to February 2020, for reward:
  - a) Consulting the Open call
  - b) Assessment of applications, interviews and selection of participants
  - c) Assessment of needs of participants and proposals for educational training topics on the basis of their current capabilities.
  - d) To participate in the Training in Košice held on **3.2. – 7.2.2020**.
  - e) Provide lectures, seminars and workshops on the topics mentioned in Appendix 1 (hereinafter referred to as "**Seminars and Workshops**")
  - f) Evaluation of the Traineeship week.
  - g) Evaluation of the overall Training Programme.

3. The Partner undertakes to provide above activities for the Organizer for reward by experienced mentors:
  - a) Simon Gough
  - b) Lucy Knight(hereinafter referred to as „**Mentors**“)
4. The exact description of the Seminars and Workshops, their content, subject and its duration is specified in the Project Specification, which is attached in Appendix No. 1 of this Agreement and is an integral part thereof (hereinafter referred to as "**Appendix 1**").
5. The Organizer is entitled to check compliance with the deadlines agreed between the Mentors and the Project participants. The Partner is obliged to ensure that the Mentors are involved in the provision of mentoring to the participants within the Seminars and Workshops to the extent agreed upon in the Project Specification, which forms Appendix no. 1 of this Agreement and is an integral part thereof.
6. Partner is also obliged to:
  - a. provide outputs for activities and events;
  - b. ensure the promotion of the Organizer and the Project;
  - c. ensure the correct representation of the Organizer and the Project in each digital output that will be associated with the Project (for example radio, web, or TV reports).
7. The Partner undertakes to ensure that the Mentors promote the Organizer and the Project through the presentation of the Organizer's logo during all public events and on all created graphic materials related to the Project's activities.
8. The Partner undertakes to cooperate in creating promotional materials related to the Project and the Organizer's activities within this Project.
9. The Partner undertakes to provide his/her assistance in the evaluation process of the Project even after the termination of the Agreement.
10. The Organizer is obliged to cooperate with the Partner and provide him/her with the necessary cooperation, in particular to provide all necessary documents, information and instructions in the interest of proper fulfilment of the Project pursuant to Section 1 hereof.
11. The Partner undertakes to inform the Organizer on a regular basis of the activities of the Mentor and of the essential facts related to the activities of Mentor.
12. The Partner undertakes to inform the Organizer without delay of all facts that could affect the proper execution of the Project in the agreed manner and to the extent specified.
13. The Partner undertakes to keep confidentiality of all confidential information that he/she has learned about the Project pursuant to Section 1 hereof; otherwise, he/she is obliged to compensate the Organizer for any damage incurred by the breach of this obligation. This obligation remains unlimited even after the termination of the Agreement.
14. For the purposes of this Agreement, confidential information shall in particular be deemed to be:
  - a) information provided by the Parties (written, oral, observation, or otherwise communicated to them by the other Party) about Project, if the Party designates this information as confidential;

- b) any data relating to counterparties or third parties having the character of personal data under the provisions of applicable law;
  - c) any commercially relevant information about the Organizer's internal structure, the persons with whom cooperates and which is not publicly available;
  - d) any information which, according to its nature, is the subject of the Organizer's trade secret or which is subject to the obligation of confidentiality agreed between the Organizer and its contractual partners with whom the Partner has been notified in advance by the Organizer.
15. For the breach of Partner's obligations under this Agreement, the Partner undertakes to pay the Organizer a penalty in the amount of costs incurred to organize the Partner's participation in the Project. The right to damages is not affected by the payment of the penalty. The penalty is payable within 15 days of the date of sending the call for payment to the Partner.
16. The Organizer undertakes to provide for Mentors, at its own expense as follows: Mentors` air transport on route [Exeter – Kosice for Lucy Knight and Barcelona – Kosice for Simon Gough] on dates [2/2/2020 – 8/2/2020] and transportation to the accommodation site and back to Kosice Airport. Accommodation on dates [2/2/2020 – 8/2/2020], food during the duration of workshops in accordance with Appendix 1.

#### **PAYMENT AND PAYMENT CONDITIONS**

17. The Parties agree that the Organizer shall pay the fee of 7 000, - € (in word "seven thousand euro") excluding VAT, for cooperation in the implementation of the Project and for the proper and timely fulfilment of the Project pursuant to Section 1 hereof (hereinafter referred to as "**Payment**"), based on the invoice for the amount of 7000€ (excluding VAT), which the Partner issues and delivers to the Organizer electronically or by post to the address specified in the heading of this Agreement after the last Workshop pursuant to Appendix 1. The Organizer undertakes to pay VAT on the invoiced amount to the Financial Administration of the Slovak Republic in accordance with the valid European legislation. The Organizer shall pay the Payment to the Partner's account specified in the heading of this Agreement no later than 15 days from the receipt of the invoice by the Partner.
18. The Partner shall ensure that the invoice contain all the necessary particulars in accordance with Section 71 of Act No. 222/2004 Coll. on Value Added Tax, as amended. The Partner will also ensure that the invoice contains the Organizer's business name according to the extract from the organization, ID number, VAT number and order number, the invoice should state that the VAT is on "reversed charge". If the Partner's invoice does not contain all the particulars required by the applicable law or this Agreement, the Organizer has the right to return such invoice to the Partner to complete it or correct it. In this case, the new maturity period of the corrected or amended invoice shall begin to run again on the day of its delivery to the Organizer.
19. The Payment pursuant to Point 18 of this Agreement is final. In case the Partner is not a VAT payer at the time of issuing the invoice, the Partner is entitled to issue an invoice in the amount of the Payment without VAT included.

#### **DURATION AND TERMINATION OF AGREEMENT**

20. This Agreement is concluded for a definite period, from 01/02/2019 to 31/12/2020. The Parties may agree in writing to extend the Agreement.
21. This Agreement shall terminate:
- a) by expiry of the period pursuant to Point 20 of this Agreement
  - b) by written agreement of the Parties;
  - c) if the Organizer withdraws from the Agreement.

22. In the event the Organizer finds out at any time during the Agreement that the Partner does not fulfil any of its obligations under this Agreement properly and timely, the Organizer is entitled to withdraw from this Agreement and terminate the Partner's participation in the Project. In the event of withdrawal from the Agreement under this clause of the Agreement, the Organizer shall send a written notice of withdrawal from the Agreement to the Partner's address specified in the heading of this Agreement.

**FINAL PROVISIONS**

23. The relationships of the Parties that are not regulated hereby shall be governed by the provisions of the Commercial Code, as amended.
24. The integral part of this Agreement is:  
a) Appendix 1 - Project Specification.
25. This Agreement is made in 4 original copies, each of which shall be received by each of the Parties.
26. The Parties agree that all their disputes arising from this Agreement shall be the responsibility of the competent courts of the Slovak Republic. For all legal relations arising from this Agreement, the law of the Slovak Republic shall prevail.
27. This Agreement may only be modified and amended by an amendment in writing signed by both Parties, becoming valid and effective on the date of signing by both Parties.
28. This Agreement shall enter into force on the date of its signing by both Parties and shall take effect on the date of its publication on the Organizer's website.
29. The Parties declare that they have expressed their will freely, seriously, surely and comprehensibly, with the content of the Agreement, after reading it, they agree and sign it handwritten.

In Košice, on 15/01/20

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**Creative Industry Košice, n.o.**  
Ing. arch. Michal Hladký, Director

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**The Data Place Ltd**  
Martin Howitt, Director