



GENERAL SERVICE AGREEMENT
PROJECT "TRACES", GRANT AGREEMENT NO. 832077

This GENERAL SERVICE AGREEMENT (the "Agreement")

BETWEEN:

The following **Consortium members** of the project "TraCEs- Transformative Tourism across European Capitals of Culture":

- **Consorzio Materahub Industrie Culturali e Creative** (Materahub), established in via L. Einaudi 73/b, Matera 75100, Italy, VAT Number: IT01228200778,
- **Destination Makers SRLS** (D-MAKERS), established in Contrada Costa Morena 39, Brindisi 72100, Italy, VAT number: IT02415220744,
- **INMEDIA SOLUTIONS SL** (INMEDIA), established in Av. De Sarria, 67 Bis Planta 8, Puerta 1, Barcelona 08029, Spain, VAT number: ESB64951122,
- **VIATGES EXPERIENCIES I SENSACIONS SL** (VEUREMON), established in Calle Francesc Layret 30, Sabadell 08208, Spain, VAT number: ESB64109200
- **CREATIVE INDUSTRY KOSICE, NO** (CIKE), established in Kukucinova 2, Kosice 04001, Slovakia, VAT number: SK2022737871,

hereinafter referred to as "**the Client**", represented only for the purpose of this Agreement by CONSORZIO MATERAHUB INDUSTRIE CULTURALI E CREATIVE

- AND -

Pn6 Srl, established in Via Olona 25, Milano 20123, Italy, VAT Number: IT10476550966

hereinafter referred to as "**the Contractor**",

1. Background

The subject of this Agreement is defined in compliance of the service

Transformative Tourism across European Capital of Culture • TRACES



requirements as provided in the project proposal " TraCEs", implemented by the Client and granted by Executive Agency for Small and Medium-sized Enterprises (EASME), under the powers delegated by the European Commission.

After having performed a market research with the purpose to select the most appropriate service provider for the required task implementation the Client selected the technical and economical offer of the Contractor ensuring the lowest price, avoiding any conflict of interests.

The Client is the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.

The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (hereinafter referred to as the "Parties") agree as follows:

2. Content and objective of the project, role of the service provider

The objective of the project is to create innovative products of transformative tourism born by the cooperation of tourist operators and creative industries in cities that have been, are or will be European Capitals of Culture. These products and the destinations will be connected thanks to a digital solution, the Game of TraCEs, which will ensure that the product is insert into a wider online contests where tourist, locals, product providers will engage in an online community.

Game of TraCEs is conceived as a gamification web app and an online platform, driving players into a treasure hunt starting before their actual experiences, and leading them to manage Transformative Travels across ECoCs. The developed tool will be applied to each ECoC and will deliver attractive contents about secret places of ECoCs, hidden cultural, natural and wine and food heritage, outdoor activities and others, while players requested to share their transformative stories.

Game of TraCES will be designed and developed as a open web-app platform that will gather the TT.Xs. By managing a not-closed ecosystem at the backend, integrations through API for third parties software developers will be allowed. This approach will make possible to add easily and quick new information, sites, TT.Xs, then enabling the involvement of a growing number of ECoCs. As well, it will give visitors the possibility to search for information about ECoCs and destinations.



The role of the Contractor, referred to in this agreement, consists in bringing these products and the destinations into an online environment.

3. Services provided

- One-Time fee for the setup, customization and implementation of the **Game of TraCEs**. Game of TraCEs will be a Web Application and a Web platform that allows users to find travel experiences in line with their personal characteristics through a personality test based on inward-looking mechanisms and in line with the concepts of transformative travel. During the test, the user will receive hints in the form of short videos and suggestions from local experts that will contribute to narrate a place or an experience from the ECoCs involved, offering an added value to the user and inspiring his/her choices. At the end of the test, the user will receive a *transformative score* representing the suggested transformative level for his/her experience, this score will guide him/her in choosing the experience more in line with his/her characteristics.
The web platform will allow users to discover the ECoCs involved also through up to 6 multimedia tour and through various multimedia content (images, videos, texts). The web app, furthermore, will allow users to read articles on the “top things to do”, where to eat / sleep, etc. - Note: the LANGUAGE provided is ENGLISH ONLY.
- The Web application will allow the users to share their **test results** on the main social media platforms.
- The Web application will also allow to browse all the experiences uploaded on the platform through the following methods:
 - a) Internal search engine
 - b) Selecting filters/tags
 - c) Navigating through a geo-referenced map
- **CMS**: the contents of the App/Website will be managed through a CMS - Content Management System to allow uploading and editing of contents by authorized users (eg bloggers / story tellers / system administrators). This will guarantee future contents to be uploaded by new partners.
- **Initial upload service - Content upload**: The Contractor is available, in order to speed up the activities, to perform an initial upload of the contents of the App/Website that will be provided by the project partner companies. The contents must be provided according to the specifications that will be defined during the startup of the activities.
- The CMS will allow qualified users, alongside the partners of the TraCEs project, to upload contents and experiences by creating a personal account with username and password. All contents will be subject to a validation made by the editors of the platform, then they will be published online both in the general catalogue and as a result of the TraCes game/test.



- **Hosting service for 3 years from the start of the system.**
- **Technical assistance** to guarantee the correct functioning of the system (up to a maximum of 4 days per year).

The assistance includes the following services:

- Priority access to technical support with a dedicated email;
- Dedicated support/account manager;
- User's usage statistic reports;
- System and Security management of the systems (GDPR management compliance)
- Verify of the correct functions of the hosting of the content of the App

N.B. This supply does not include audio, video, photo, text, hardware and any software licenses and in general any activity or well not mentioned in this offer. There are also no costs of transporting, shipping or travelling ETT staff to the project's European countries.

Technology used

The system will be based on an open source Content Management System. At the time of writing of this document the platform identified is Wordpress.

The choice of a CMS compared to a proprietary system facilitates the longevity of the system both from the point of view of security updates, which are handed over to the extensive community of developers, and from the point of view of continuity of service as, unlike proprietary systems, future suppliers will have no problem to resume the work done and to continue it.

The system will allow the creation of an extended editorial staff with different types of access (roles) that will allow, for example, local operators to insert content that will be made public only after validation/check by the editors.

User Experience (UX) and User Interface (UI) of the platform will be designed to ensure the best user experience from both mobile and desktop devices with a responsive approach.

Navigation modes

The user accessing the platform will be able to navigate the contents in two main ways:

1. **Game of Traces.** At the basis of this experience selection process there is a game / quiz to which users can participate. The questions will be structured to identify, through the answers, specific clusters of travellers. From back office, the various proposals available can be associated to these clusters in order to pair them with the users. By means of cookies it will be possible to customize the browsing experience on the platform (in compliance with GDPR rules). The user who chooses to navigate the experience in this way will not be precluded from other offers but those more suitable for him will be particularly highlighted.



Game mechanism:

- a. The user clicks on "play to discover more/play to explore" from the webpage of one of the TExperience he is browsing;
- b. He is redirect to a psychological test that asks him questions to understand which of the TExperience is best suited for him based on his level of transformation (scoring);
- c. Each n answers, hints appear, i.e. mini videos (similar to Instagram's stories) of inhabitants/experts giving their opinion on a particular place or experience of one of the ECoC offering added value to the user.
- d. At the end of the test, the user will know his transformative score, the level of transformation reached according to the test that redirect the user to the TExperience most suitable for him. In order to live the transformation at 100% he will have to go to the ECoC where he will also get a Temporary Citizenship Badge;
- e. The user can share the results on social networks.

2. **Ordinary navigation.** This option allows users to navigate in the traditional way:

- a. Navigation through filters: categories, types, custom tags, etc... (they will be defined with more precision in the design phase).
- b. Internal search engine with autocomplete (the system suggests items when the user types a request on the search bar).
- c. Navigation on map. All contents will be equipped with geolocation data, and will be positioned visually on a map (GMaps or OpenStreetMap). From there it will be possible to access the detail card.

4. **Delivery date of the Services**

- Game of TraCEs prototype setup and implementation: 7/08/2020
- Content upload, continuous support: 10/09/2020
- Maintenance and technical support: 4 days per year (3 years)
- Hosting service: from 08/2020 (3 years)

5. **Terms of Agreement**

5.1 The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services. The term of this Agreement may be extended with the written consent of all Parties.

5.2 The Client must ensure that their obligations under Articles 20 - CONFLICT OF INTERESTS, 21 - CONFIDENTIALITY, 22 - VISIBILITY OF EU FUNDING, 23



— PROCESSING OF PERSONAL DATA, and 30 - LIABILITY FOR DAMAGES of the Grant Agreement also apply to the Contractor.

6. Performance

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

7. Currency

Except as otherwise provided in this Agreement, all monetary amounts referred to this Agreement are in EURO (€).

8. Compensation

8.1 For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation to the Contractor of a fixed amount of **EUR 39.200,00** (thirty-thousand, two-hundred fifty) VAT not-included.

8.2 The members of the Consortium will be invoiced (pro-quota allocated to the partners) for the Services "Game of Traces" as follow:

<i>Name of the members of the Consortium</i>	<i>Due amount (VAT not included)</i>
P1- MATERAHUB (IT)	€ 8.200,00
P2- DESTINATION MAKERS (IT)	€ 14.000,00
P4- INMEDIA SOLUTIONS (ES)	€ 8.000,00
P6- VIATGES VEUREMON (ES)	€ 6.000,00
P8- CREATIVE INDUSTRIES KOSICE (SL)	€ 3.000,00
TOTAL	€ 39.200,00

8.1 The compensation as stated in this Agreement does **NOT include VAT** (if applicable), **or other applicable duties** as may be required by respective Countries' laws.

9. Terms and conditions of payment

Transformative Tourism across European Capital of Culture • TRACES



Co-Funded by the COSME program of the European Union.
Grant agreement No. 832077

9.1 Payments must be made in full in a single instance, or in maximum two instalments (unless otherwise agreed with the Contractor), as follow:

- Advance of 50% at the acceptance of this contract,
- Final balance by the end of the project (i.e. 31 December 2020)

9.2 Invoices submitted by the Contractor to the abovementioned Consortium members are due within 30 days of receipt.

10. Confidentiality

10.1 Confidentiality information refers to any data or information relating to the business of the clients which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, businesses processes, and Client records and that is not generally known in the industry of the Client and where the release of that confidential information could be reasonably be expected to cause harm to the Client.

10.2 The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

10.3 All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement or how it was provided to the Contractor.

11. Ownership of Intellectual Property

11.1 All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

11.2 The Contractor may not use the Intellectual Property for any purpose other than that contracted for this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

12. General provisions

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a

Transformative Tourism across European Capital of Culture • TRACES



Co-Funded by the COSME program of the European Union.
Grant agreement No. 832077

partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployed compensation or any other employee benefit for the Contractor during the term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

13. Notice

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- » Materahub (as project Coordinator)
Via L. Einaudi 73/b – 75100 Matera (Italy)

- » Pn6 Srl (as Contractor)
Clubhouse Brera, Foro Buonaparte 22 - 20121 Milano (Italy)
pn6@pec.it
rodolfo.pinto@pnsix.com

- » Destination Makers Srls (as Client contact for this Agreement)
Contrada Costa Morena 39 – 72100 Brindisi (Italy)

or to such other address as any Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

14. Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

15. Time of the Essence

Time is the essence in this agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

16. Endurance



This agreement will endure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

17. Governing Law

Is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the Italian laws at Matera's court, without regard to the jurisdiction in which any action or special proceeding may be instituted.

18. Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remained of this Agreement.

19. Waiver

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be constructed as a waiver of any subsequent breach of the same or other provisions.

This contract is made up of a total of 13 pages, such that all the pages form a whole and cannot be subdivided.

IN WITNESS WHERE OF the Parties have duly affixed their signatures hereto.

SIGNATURES

For the Contractor,

Pn6 Srl

Name of the signatory: Rodolfo Pinto

Role of the signatory: CEO

(signature)

Done at: Milan, Italy

Date: 07/05/20

On behalf of the Client,

Consorzio Materahub

Name of the signatory: Luigi Martulli

Role of the signatory: President

(signature)

Done at: Matera, Italy

Date: 07/05/20

NSORZIO
TERA HUB

Part. IVA: 01228200778
5100 Matera
IL PRESIDENTE



For the Client:

P2 – DESTINATION MAKERS

Contrada Costa Morena 39, Brindisi 72100, Italy

Name of the signatory: Emma Taveri

Role of the signatory: Legal Representative – Amministratore Unico

(signature)

Done at: Brindisi

Date: 07/05/20

For the Client:

Transformative Tourism across European Capital of Culture • TRACES



Co-Funded by the COSME program of the European Union.
Grant agreement No. 832077

P4 - INMEDIA

Name of the signatory: JOSÉ MARÍA PALAU RIBERAYGUA

Role of the signatory: CEO – LEGAL REPRESENTATIVE

<

✓

Done at: Barcelona

Date: 7/05/20

Transformative Tourism across European Capital of Culture • TRACES



Co-Funded by the COSME program of the European Union.
Grant agreement No. 832077

For the Client:

P6 – VIATGES VEUREMON

Name of the signatory: Eva Vicent

Role of the signatory: General manager

(signature)

VIATGE
I SE
of
082

Done at: Sabadell

Date: 07/05/20

Transformative Tourism across European Capital of Culture • TRACES



Co-Funded by the COSME program of the European Union.
Grant agreement No. 832077

For the Client:

P8 – Creative Industry Kosice

Name of the signatory: Michal Hladký

Role of the signatory: Director

(signature)/

creative Industry Košice, n.o.

Kukučínova 2, 040 01 Košice

IČO: 35 583 461 DIČ: 2022737871

Done at: Kosice

Date: 12/05/20

Transformative Tourism across European Capital of Culture • TRACES



Co-Funded by the COSME program of the European Union.
Grant agreement No. 832077