

20ZML0077

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.

Client

Organization Name: **Creative Industry Košice, n.o.**
Represented by: Ing. arch. Michal Hladký, ArtD., 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

(hereinafter referred to as the "**Client**")

and

Partner:

Name: *Nicholas Burns*
Address:
Date of:
Financial:
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 the press tour "TraCes" (hereinafter referred to as the "**Press Tour**").

Article III.

Obligations of the contracting parties

1. The Partner undertakes to:
 - a) Participate in a Press Tour in Košice and region on 23 - 27 July 2020 focused of transformative experience.

- b) 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.
- c) 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.
- d) 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.
- e) 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 incurred in implementing the Press tour.
- f) 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.
- g) 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.
- h) 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) Familiarize the Partner with the cultural and creative environment in Košice.
- B) Provide local support during the during press tour 23.7.2020 - 27.7.2020.
- c) Provide accommodation in Košice during press tour 23.7.2020 - 27.7.2020.
- d) Provide all-day meals in Košice during press tour 23.7.2020 - 27.7.2020.
- e) Arrange a train journey on the route Vienna - Košice on 23.7.2020 and on the route Košice - Vienna on 27.7.2020.
- f) Arrange a test for COVID-19 upon arrival to Košice.
- g) Provide accommodation in Vienna on 27.7.2020
- h) Provide accommodation in Slovenia (Bled) on 28.7.2020
- i) Reimburse food costs (on 23.7 in the amount of 45,00 euros, on 27.7.2020 in the amount of 11,60 euros, on 28.7.2020 in the amount of 45,00 euros, on 29.7.2020 in the amount of 38,00 euros).

Article IV.

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 V.
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, 21.7.2020

In 26/07/20

.....
Creativ, I.O.
Ing. arch. Michal Hladký, ArtD.



.....
Partner