

Cooperation Agreement
Confirmation and conditions for being a Lead Partners in the ICE Consortium

concluded and entered into pursuant to the Article 269 par. 2 of the Act No. 513/1991 Coll.
Commercial Code as amended

between

Organization name: Cologne Chamber of Commerce and Industry (IHK Köln)
with registered seat: 50606 Köln, Germany
represented by: Dr. Ulrich S. Soénius, Managing Director
Organization ident. no.: Cologne Chamber of Commerce and Industry is a public law corporation
Tax identification no.: DE122779655
IBAN: : DE68 370 502 990 000 000 547
Reference: custody account 48924
Swift code: COKSDE33XXX, Kreissparkasse Köln

(hereinafter only as the „Organiser”)

Organization name: Creative Industry Košice, n.o.
with registered seat: Kukučínova 2, 040 01 Košice, Slovakia
represented by: Ing. arch. Michal Hladký, ArtD., director
Organization ident. no.: 35583461
Tax identification no.: 2022737871
IBAN: SK21 5600 0000 0005 5823 5001

(hereinafter only as the „Co-organiser”)

(hereinafter as the „Contracting Parties”)

Article I
Purpose and Subject of Agreement

1. The purpose of this agreement is to set forth contractual terms and conditions, rights and obligations of Contracting Parties for the cooperation within the ICE Consortium. Co-organiser confirm to be Lead Partner under the first 50 partners of the ICE Consortium. The vision, objectives, actions and budgets of the ICE Consortium must be focused to create the winning pitch to the EIT call for a Knowledge and Innovation Community for the Cultural & Creative Sectors. These are jointly created by all Lead Partners in a co-creation process starting in autumn 2020.
Each Lead Partner confirms to provide the capacities for this co-creation process.

Article II Rights and Obligations of Contracting Parties

1. Contracting Parties agreed as follows for the fulfilment of the purpose and subject of the agreement pursuant to the Article I par. 1. hereof:
 - 1.1 Each Contracting Party undertakes to fulfil its obligations specified in this Article.
 - 1.2 Contracting Parties undertake to closely cooperate for the preparation and execution of the subject of the agreement pursuant to the Article I par. 1. hereof.
 - 1.3 Contracting Parties undertake to inform each other truthfully and with sufficient advance about all negotiations and substantial facts related to the subject of the agreement pursuant to the Article I par. 1. hereof.

2. Special rights and obligations of the Organiser:
 - 2.1 Leading and organizing the Consortium building process, especially selecting and deciding which partners can join the consortium and which role they have.
 - 2.2 Governing the process of generating the content of the bid
 - 2.3 Governing the process of writing the bid
 - 2.4 Deciding upon service agencies to support the processes above
 - 2.5 Deciding upon all financial matters during the consortium building phase.
 - 2.6 Being the sole representative of the consortium in public and towards any governmental bodies, especially the EU and EIT.

3. Special rights and conditions of the Co-organiser:
 - 3.1 to confirm to be part of the "Lead Partner Meeting" in 2021. This Lead Partner Meeting is the official body of the ICE Consortium during the application phase to decide on the final content and budgets within the ICE Consortium application. Only the paying Lead Partners are members of the Lead Partner Meeting. The Lead Partner Meeting concludes the co-creation process of the building the content of ICE Consortium and is likely to take place before the summer 2021. The Lead Partner confirms to attend the Lead Partner Meeting(s).
 - 3.2 to confirm to be a Co-Location Centre in the ICE Consortium. A Co-Location Centre and its task as an Innovation Hub is defined by the EIT. The Lead Partner is committed to build a strong Co-Location Centre contributing to the winning USP of the application.
 - 3.3 to confirm the right and opportunity to be founding member & stakeholder of the new legal entity. The ICE Consortium is planned to be set up in 2023/2024 – in case the call is issued in 2022. The time plan is subject to change depending on the EIT scheduling of the selection of the consortium.
 - 3.4 To contribute a one-time lump sum payment to finance a share of the costs of the application phase. All Lead Partners across Europe contribute an equal share of 25.000 Euro. The amount of 25.000 Euro is payable in two steps of 10.000 Euro after the signing of this contract and of 15.000 Euro till April 2021 to the account of the Organiser upon receipt of the invoice. The above confirmations depend on the decision by EIT for one Consortium to lead a Creative KIC and are valid only if the ICE Consortium is elected as the winning consortium. The sum will not be paid back in any case.
The Ministry of Economics, Innovation, Digitization and Energy of the State North Rhine-Westphalia is the major and first finance partner. The central office of the ICE Consortium – if selected by the EIT – will be in North Rhine-Westphalia.

Article IV
Term of Agreement

1. The agreement comes to force by the date of its signing by both Contracting Parties and to effect on the day following the day of publication of this agreement on the website of the Co-organiser.
2. The agreement is concluded for a definite period of time, i. e. for the duration of the 24 months.

Article V
Final Provisions

1. Changes and amendments of this agreement can be made only by a written amendment to the agreement.
2. Legal relations not stipulated herein shall be governed by respective provisions of the Commercial Code and other generally binding legal regulations of the Slovak Republic.
3. The agreement applies also to legal successors of Contracting Parties.
4. Contracting Parties hereby declare that they expressed their will freely, seriously, certainly and legibly, that they agree with the consent of this agreement after reading it, in witness whereof they sign it in their own hand.

On behalf of the Organiser:

On behalf of the Co-organiser:

In Cologne, on 9. Oktober 2020

In Košice on 9.10.2020

Dr. Ulrich S. Soehnius
Geschäftsführer

Ing. arch. Michal Hladký, ArtD.

²
Ive Industry Košice, n.o.
Káňanova 2, 040 01 Košice
IČO: 583 461 DIČ: 2022737871