
AGREEMENT

Co-operative promotional campaign in USA 'EUROPE INVITES THE CURIOUS'

Between	<p>The European Travel Commission, having its registered offices at 1000 Brussels (Belgium), Rue du Marché aux Herbes 61; VAT number 0408.138.386</p> <p>Hereinafter « ETC »</p> <p>On one side</p>
and	<p>SLOVAKIA TRAVEL, having its registered office in Bratislava at Lamačská cesta no.8, 833 04 Bratislava 37, legal form: state budgetary organisation established by the Ministry of Transport and Construction of the Slovak Republic based on Decision No. 35/20021, Deed of Foundation No. 19857/2021/SRF/33660 of 17th March 2021, Statutory body: Ing. Václav Mika, Director-General, Company registration number: 53 667 506, Tax registration number: 2121468976, IVAT number: SK 21 21 46 89 76 Bank name: Štátna pokladnica, IBAN: SK16 8180 0000 0070 0065 9931,</p> <p>Individually called the “Strategic Partner”</p> <p>On the other side;</p> <p>Each party will be called “Party” and together “Parties”;</p>

WHEREAS

ETC is an international non-profit-making organization, whose members are 33 National Tourism Organisations (NTOs) of Europe, whose role is to promote tourism to Europe.

Within the framework of its activities, ETC carries out a joint program of activities co-financed by the European Commission.

- 1) ETC worked together with its Suppliers to elaborate and execute a promotional campaign (hereinafter the “**Campaign**”) and to find partners to co-finance the Campaign (hereinafter the “**Strategic Partners**”) through the purchasing of co-op packages (hereinafter the “**co-op package**”).
- 2) This agreement (hereinafter the “**Agreement**”) is intended to set forth the relationship between ETC and the Strategic Partner, as well as the financial terms and conditions of the co-op package, and the intellectual property rights on the materials generated by the Campaign.
- 3) Definitions:
 - **Campaign:** a promotional campaign targeted towards USA consumers.
 - **Campaign Material:** all deliverables related to the Campaign, including but not limited to adds, posters, reports, promotional materials (such as brochures, leaflets, presentations, whether on paper or in electronic form, etc.), etc.
 - **Client Materials:** all materials, equipment and tools, drawings, specifications and data supplied by ETC and the Strategic Partner to the Suppliers.
 - **Co-op package:** A package of services which ETC shall offer separately to individual entities (Strategic Partners), who wish to buy into the campaign.
 - **Confidential Information:** any confidential and/or proprietary information of either Party (either marked as such or not and either oral or in writing) including but not limited to the terms of this Agreement, its business affairs, customers, clients, suppliers, operations, methodologies, know-how, processes, product information, designs, trade secrets or software. For the avoidance of doubt, information already in the public domain through no fault of either Party; available to the Receiving Party on a non-confidential basis before disclosure by the Disclosing Party or by any third party who is not prohibited from disclosing the information is not deemed to be confidential.
 - **Data Protection Legislation:** the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time.
 - **Force Majeure Event:** any situation that:
 - prevents either party from fulfilling their obligations under the Agreement,
 - was unforeseeable, exceptional situation and beyond the parties’ control,
 - was not due to error or negligence on their part (or on the part of other participants involved in the action), and
 - proves to be inevitable despite exercising all due diligence.
 - Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects A Force Majeure Event may include without limitation, acts of God, flood, earthquake or other natural disaster, global pandemics declared by WHO, war, riots and government action. However, the following cannot be invoked as Force Majeure: labour disputes, strikes, , financial difficulties or any default of a service, defect in equipment or materials or delays in making them available, unless they stem directly from a relevant case of force majeure.

- **Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including lists of business contacts, know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- **Suppliers:** Private companies selected by ETC that will provide all the necessary services to implement the Campaign.

WHEREAS ETC is willing to co-finance the Campaign on the terms and conditions hereinafter set forth and

WHEREAS the Strategic Partner is ready and willing buy into this Campaign on the said terms and conditions,

ETC and the Strategic Partner agree as follows:

1. THE PARTIES

A. RELATIONS BETWEEN ETC AND THE STRATEGIC PARTNER

- 1.1 By virtue of this Agreement, the Strategic Partner shall not be considered under any circumstances to be member of ETC staff and shall not be subject to the Statutes and Work Regulations of ETC. ETC cannot be held liable for any damage caused or sustained by the Strategic Partner, including any damage caused to third parties as a consequence of or during the implementation of the Campaign.
- 1.2 Any communication between ETC and the Strategic Partner related to this Agreement must be made in writing (in paper or electronic form). For urgent matters, the communication can be made orally and confirmed in written within two working days.

2. DURATION OF THE AGREEMENT

The Agreement shall start on the day the last party signs it and shall expire automatically and without prior notice upon satisfactory completion of the Campaign (reaching the KPIs and completion of the deliverables as defined in the co-op package), but no later than **15 July 2022** unless sooner terminated under the terms of this Agreement. This clause applies without prejudice to the provisions of clause 9.6.

3. EXECUTION OF THE CAMPAIGN

A. OBLIGATIONS OF THE STRATEGIC PARTNER

3.1 The Strategic Partner shall:

- a) co-operate with ETC's Suppliers in all matters relating to the co-op package;
- b) provide, in a timely manner, such information and client materials as the Suppliers may reasonably require for the performance of the Campaign, and ensure that they are accurate and complete in all material respects.
- c) inform ETC about any copyrights on the materials provided to ETC and the Suppliers to be used in the implementation of the Campaign.

B. OBLIGATIONS OF ETC

- 3.2 ETC shall be responsible for the overall management and administration of the Campaign, including the contractual agreement with the Suppliers and payment to the Suppliers of all invoices related to the Campaign.
- 3.3 ETC shall be responsible and guarantees to the Strategic Partner that the Campaign will include a presentation of Slovakia from materials supplied to Suppliers by ETC or the Strategic Partner. The logo of the Strategic Partner will also be part of the Campaign in the part concerning the presentation of Slovakia. The Strategic Partner will supply the logo to the Suppliers or to ETC.

4. REPORTING

- 4.1 ETC shall make sure that the Suppliers will provide the Strategic Partner with all the regular reports as set out in article 5.2.

5. FINANCIAL PROVISIONS

- 5.1 The total budget assigned to the co-op package is of **EUR 30,000** exclusive of VAT and inclusive of any other taxes if applicable. The Strategic Partner shall contribute the amount of **EUR 15,000** (50%) exclusive of VAT and inclusive any other taxes if applicable.
- 5.2 The co-op package covers the following campaign costs:
 - Project management
 - Bespoke content creation using the client's material
 - Bespoke data prospecting
 - Bespoke digital advertising plan
 - Regular performance reporting
 - Final report upon completion of the Campaign

- 5.3 ETC will invoice the Strategic Partner for their contribution set out in article 5.1 in order to pay the Suppliers. The contribution from the Strategic Partner is expected to be paid to ETC in one instalment in maximum 30 days after the end of the Campaign (upon receipt of invoice from ETC).
- 5.3 ETC shall handle all payments to the Suppliers related to the implementation of the Campaign. All invoices by the Suppliers related to the implementation of the Campaign have to be issued on ETC's name following the internal ETC procurement procedure.
- 5.4 ETC cannot cover any additional costs resulting from the execution of this Agreement and incurred because of the Strategic Partner's requests to the Suppliers that are not part of this Agreement.
- 5.5 Any amounts paid by the Strategic Partner to ETC and not used for the implementation of the co-op package shall be paid back by ETC to the Strategic Partner.

6. BRANDING AND OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Strategic Partner and ETC shall retain ownership of their respective Campaign Material, including any industrial and/or intellectual property rights with respect to the Campaign Material, and of the reports and other documents relating thereto (hereinafter the **"Intellectual Property Rights"**).
- 6.2 Any communication or publication that relates to the co-op package, made by the Strategic Partner in any form and using any means, must indicate that it reflects only the author's view and that the European Commission is not responsible for any use that may be made of the information it contains. The following disclaimer (translated into local languages where appropriate) must be used: "Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the European Commission. Neither the European Union nor the granting authority can be held responsible for them."
- 6.3 The Strategic Partner grants ETC and the European Union a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the Intellectual Property Rights in the Strategic Partner's Campaign Material as stated below:
 - a) To edit, modify and reproduce by any means (mechanical, digital or other), in whole or in part, in any form and in an unlimited number of copies, the Campaign Material or incorporate the Campaign Material into other material, and to reproduce the Campaign Material as incorporated in such other material;
 - b) to create and reproduce derivative works from the Campaign Material;
 - c) to distribute unlimited copies and display publicly the Campaign Material, whether independently or as part of other material;
 - d) to distribute unlimited copies and display publicly derivative works from the Campaign Material.

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats.

All modified and edited Strategic partner's material must be approved by the Strategic partner before its distribution, publication or display.

7. CONFIDENTIALITY

- 7.1 Each party agrees not to disclose Confidential Information communicated with the other party and the Partners during and after the execution of the Task except to the extent:
- a) permitted by this agreement,
 - b) each party consents in writing, or
 - c) required by EU, Law, a court of competent jurisdiction or any governmental or regulatory authority subject to prior notice to the other party.
- 7.2 Each party may disclose the other party's confidential information to its employees, officers, or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 7.

8. PROCESSING OF PERSONAL DATA

- 8.1 Both parties shall comply with all applicable requirements of the Data Protection Legislation.
- 8.2 The Strategic Partner may grant its personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement. The Strategic Partner must ensure that the personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality.

The Strategic Partner must adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing of the personal data concerned. This is in order to ensure, as appropriate:

- a) the pseudonymisation and encryption of personal data;
- b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

9. SUSPENSION AND TERMINATION OF THE AGREEMENT

- 9.1 Either Party may terminate this Agreement by giving written notice of one month to the other Party, indicating the reason for termination as enumerated in Article 9.5 of this Agreement. Such written notice shall also indicate the date on which the termination shall take effect. Period of notice shall start from the day of the delivery of the notice to the Party.
- 9.2 In case of early termination of the Agreement by the Strategic Partner, the Strategic Partner shall bear any costs, fees and indemnities due by ETC to the Suppliers, that cannot be recovered or will not be refunded including project management costs and other fixed costs incurred by ETC to kick-off the campaign.
- 9.3 In case of termination of this Agreement before completion of the Campaign, ETC will invoice the Strategic Partner such amounts for which the Strategic Partner is liable under this Agreement.
- 9.4 If the Strategic Partner wishes to dispute said costs, fees or indemnities, it shall do it at its own costs and under its own responsibility. ETC shall in such case transfer all its rights arising from its contractual agreements with the Supplier and provide reasonable assistance to the Strategic Partner in such dispute.
- 9.5 Each Party may terminate this Agreement in case of:
 - a) a change in the other Party's legal, financial, technical, organizational or ownership situation is likely to affect the implementation of this Agreement;
 - b) the implementation of the Campaign is prevented or suspended due to Force Majeure;
- 9.6 In case the termination of the Agreement is caused by the Strategic Partner's fault or gross negligence, the Strategic Partner shall be liable for all damages, including but not limited to direct and indirect losses. In case the termination of the Agreement is caused by ETC's fault or gross negligence, ETC shall be liable for all damages, including but not limited to direct and indirect losses.
- 9.7 The termination or expiry of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry. Nor shall the termination or expiry of the Agreement affect the provisions set out in clause 6.3.
- 9.8 Neither Party shall be deemed to be in breach of and held liable under this Agreement for any late or non-performance of any obligations under this Agreement which is caused by a Force Majeure Event. If a party asserts Force Majeure as an excuse for failure to its obligations, then it must prove that it took all reasonable steps to minimize delay or damages caused by foreseeable events, that it substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described.

10. MISCELLANEOUS

ETC and/or the European Commission and any other EU Institution or entity appointed by the EU in charge of checks/audits (such as for example OLAF) shall have the right, during the implementation of the Campaign as well as afterwards, to carry out technical and financial checks and audits in order to determine whether the Campaign is being implemented properly and that ETC is complying with its obligations under this Agreement. The Strategic ETC agrees to the publication of the agreement in the Central Register of Contracts kept by the Government Office of the Slovak Republic in accordance with § 47a sec. 1 of Act no. 40/1964 Journal Of the Civil Code, as amended, in connection with § 5a sec. 1 and 6 of Act no.211/2000 Coll. On Free Access to Information and on Amendment to Certain Acts (Freedom of Information Act), as amended. The Agreement shall enter into force on the day of its conclusion and shall enter into effect the day after the day of the publication.

Partner shall therefore keep all original documents with regard to the Campaign during a period of six years following the ending of the agreement with ETC.

The Agreement constitutes the entirety of the agreements between the Parties. It therefore takes precedence over any prior agreement between the Parties in writing or verbally regarding the Campaign.

This Agreement shall be governed and construed in accordance with the laws of Belgium.

Any dispute arising out or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Brussels Courts.

Made in as many originals as there are parties, each one acknowledging to have received an original.

Signature for and on behalf of ETC

Eduardo Santander
Executive Director

In on

**Signature for and on behalf of the
Strategic Partner**

Václav Mika General Director

In on