

SF 15/11/2022



PRIVATE CONTRACT

**FOR SPONSORSHIP ABROAD BETWEEN
AECID AND THE SLOVAK PHILHARMONIC**

PRIVATE CONTRACT ABROAD

Done at Bratislava, on 25th of November 2022

HAVING CONVENED

Of the one part, Mrs. Lorea Arribalzaga Ceballos, Ambassador of Spain in the Slovak Republic (hereinafter, "Sponsoring Party") and acting as the Contracting Authority of the Spanish Agency for International Development Cooperation (hereinafter, "AECID").

Of the other part, Mr. Marián Turner, General Director, as the legal representative of the Slovak Philharmonic in Bratislava (hereinafter, "Sponsored Party"), with I. D. No. 00164704 and registered office at Medená 3, 816 01 Slovak Republic.

Both Parties recognize each other's authority and capacity to formalize the present private contract for sponsorship, based on the following

CLAUSES OF THE CONTRACT

ONE. PURPOSE OF THE CONTRACT

The purpose of the Contract is contribution of the Sponsoring Party to the promotion of the concert of the Spanish cellist Mr. Pablo Ferrández in the 74th concert season of the Slovak Philharmonic on 8th and 9th of November 2022, within the cultural programming for 2022.

TWO. PERFORMANCE OF THE CONTRACT AND PAYMENT SCHEDULE

The present Contract shall be for a total amount of 2.900 € (two thousand nine hundred euros), including tax.

The Sponsored Party shall issue an invoice for the said amount.

Both Parties undertake to execute the present Contract in strict compliance with the provisions of these clauses, which are accepted fully as expressed by the signature thereof.

THREE. DURATION OF THE CONTRACT

The contract shall have a duration until 20.12.2022.

This contract shall be valid from the date of the signature by the contractual parties and become subject to the mandatory disclosure in accordance with the Act of the National Council of the SR No.2011/2000 Coll. on Free Access to Information and Amendments. The contract shall be effective the next day after being published (on the internet).

FOUR. OBLIGATIONS OF THE SPONSORED PARTY

The Sponsored Party undertakes to carry out the following actions:

- 1) Inclusion of the Embassy logos and tagging the Embassy in all material distributed online and in social networks.
- 2) Ensure the visibility of collaboration with the Embassy within the whole event.
- 3) Organize the production of the event.
- 4) Provide free entrance tickets to the concerts.

FIVE. OBLIGATIONS OF THE SPONSORING PARTY

The Embassy undertakes to

- 1) Provide its logos (“Embajada de España en Eslovaquia – Cooperación Española”) and facilitate dissemination of the activity in social networks.
- 2) Pay the invoice issued by the Sponsored Party, once the service has been properly rendered and the latter’s obligations have been met, 20.12.2022 at the latest.

SIX. COMMUNICATION EXPENSES

Expenses stemming from the creative design, programming, and dissemination of messages by electronic means shall be borne by each company issuing such messages, assuming that the other entity shall contribute the same material in a reciprocal manner.

Expenses arising from producing banners, as well as their creative design, shall be borne by each Party, and this design shall follow the instructions in of the collaborating company in the event that said company publishes them.

SEVEN. CONFIDENTIALITY

The Parties undertake to maintain complete confidentiality regarding the information and documents that they provide each other, or to which they may have access which providing the services set forth in this Contract.

Both Parties undertake not to reveal, nor use directly or indirectly the information and knowledge acquired through the contractual relationship agreed between the Parties with regard to other services that are not for the purpose of the present Contract. The Parties agree to undertake the necessary measures, both regarding their own employees and third parties which may have some relationship to this Contract, to ensure compliance with the provisions of this clause.

EIGHT. DATA PROTECTION

Regarding this matter, both the Party providing the data (Controller) and the receiving Party (Processor) undertake to provide access to personal data in accordance with the following:

- a) The Processor undertakes to process the data in accordance with the instructions received from the Controller. They shall not be applied or used for a purpose other than that of this Contract, nor shall they be communicated, not even for their storage, to other persons.
- b) Once the contractual service is rendered, the Processor shall destroy or return to the Controller any personal data, as well as the formats in which they may exist.
- c) The Processor must take the technical and organizational measures necessary to safeguard the security of all personal data and to avoid their alteration, loss, and unauthorized access or processing, taking into account the state of the technology, the nature of the stored data, and the risks to which such data may be exposed, whether they come from human actions or occur through physical or natural means.
- d) No personal data shall be recorded in files that do not meet the conditions set forth in prevailing legislation on integrity and security, and on processing centres, premises, equipment, systems and programs.
- e) The Processor is bound by professional secrecy with regard to the personal data provided by the Controller, and by the duty to properly store said data. These obligations shall remain applicable even after the contractual relationship has finalized.
- f) In the event that the Processor uses the data for another purpose, discloses them or uses them in breach of the stipulations of this Contract, they shall also be considered the Controller, and shall be held personally accountable for any infractions that they have committed.
- g) In the event of a joint sanction imposed upon both Contracting Parties by the Spanish Data Protection Agency, it is agreed that the Party that has not been directly responsible for the infraction may subsequently claim compensation from the Party that materially caused it.
- h) In the event that after the signature of this Contract an amendment is made to the regulations applicable to personal data processing which could affect this Contract, both Parties undertake to negotiate in good faith any necessary or advisable amendments.

NINE. INDUSTRIAL PROPERTY

All of the materials provided to the Sponsored Party for advertising, images, charts, logos, slogans, etc. are the property of the Sponsoring Party or have the corresponding authorization, and are protected by the regulations on intellectual and industrial property. Any use other than that regulated in this Contract shall require prior written consent from the owner.

Trademarks shall be used exclusively for compliance with the purpose of this agreement. They shall be treated respectfully at all times, and may not be used in a negative manner or in a manner that is contrary to positive use for the overall image of the Parties or of any other companies forming part of their business group, and may not lead to confusion regarding ownership.

Both Parties authorize each other to make use of their emblems, trademarks, logos or symbols (hereinafter, "distinctive signs") in order to guarantee the proper management and promotion of this agreement.

For the above-mentioned purpose, the Sponsored Party shall send the Sponsoring Party its distinctive signs so that they may be used by the Sponsoring Party, at no additional cost.

Likewise, the Sponsoring Party shall send the Sponsored Party its distinctive signs so that they may be used by the Sponsored Party, at no additional cost.

The above stipulations notwithstanding, neither of the Parties may use any distinctive sign that has not been sent to them by the other Party.

TEN. ASSIGNMENT

Neither of the Parties may assign or in any other manner transfer all or part of this agreement or any of the rights and obligations hereunder without prior written consent from the other Party; any attempt at assignment or transfer shall be null and void and shall constitute a justified cause for termination of the Contract.

ELEVEN. TERMINATION

Either of the Parties may terminate this agreement in the event of non-compliance by the other Party with one or more of the obligations undertaken under this agreement, or with those stipulated by law for each Party.

Moreover, termination shall be automatic if the Sponsored Party engages in behaviour that would merit severe public criticism, which **could lead to negative publicity both for the Embassy and for Spain's image in general.**

TWELVE. GENERAL PROVISIONS

Any and all notifications and/or communications that the Parties must formalize shall be sent to the addresses stated in the preamble, which may be amended at any time, with acknowledgement of receipt from the addressee.

Either Party's right to demand strict compliance with and observance of any of the obligations set forth herein shall not be affected in any manner by any prior waiver, compromise or transaction.

The exercise of each Party's right to terminate this agreement shall not affect or restrict its right to submit legal claims for any non-compliance herewith.

Any amendment or addition to this agreement and its annexes shall be agreed in writing between the Parties.

If any provision contained in this agreement were to be invalidated, this shall not lead to the invalidation of the other provisions, which shall continue to be binding and have effects for the Parties.

THIRTEEN. JURISDICTION

This Contract is a private contract for sponsorship abroad regulated in Article 22 of Act 34/1988, Article 26c) of Act 9/2017 of 8 November.

Any litigious issues that may arise from this Contract shall be resolved through administrative channels, or, as the case may be, by Administrative Courts, as regards its preparation and awarding. Its effects, amendment and termination shall be regulated through civil channels, pursuant to Act 9/2017 of 8 November on Public Sector Contracts, which transposed into Spanish law Directives 2014/23/EU and 2014/24/EU of the European Parliament and of the Council of 26 February 2014.

And in witness whereof, both Parties, having read and understood the foregoing, sign this document, in triplicate, in the aforementioned city and on the aforementioned dates.

THE SPONSORING PARTY

Position: Ambassador of Spain

Signed:

**THE SPONSORED PARTY**

Position: Director of the Slovak Philharmonic

Signed:

