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COOPERATION AGREEMENT

The Prague Castle Administration

Legal form: Organisation receiving contributions from the state budget

With its registered office at: Hrad I. nádvoří č. p. 1, 119 08, Prague 1

Acting by: Ing. Ivo Velíšek, CSc., Director

ID No.: 49366076

Tax ID No.: CZ49366076

Banking details:

Account No.:

VAT payor

(“Prague Castle Administration”)

and

The Republic of Korea - Embassy of the Republic of Korea in the Czech Republic

With its registered office at: Slavíčkova 213/5, 160 00 Prague 6 - Bubeneč

Acting by: Mr. Kim Tae Jin

Banking details:

Account No.:

(“Partner”)

and

as the Contracting Parties as of the date written below
and pursuant to applicable provisions of Act No. 89/2012 Sb., Civil Code, enter into the
following

COOPERATION AGREEMENT

(“Agreement”)

Preamble

1. The Prague Castle Administration declares that based on the Deed of Foundation of the Prague Castle Administration, an organisation receiving contributions from the state budget, executed on 19 April 1993 by the Office of the President of the Czech Republic, address: Prague 1 - Hrad, as its Founder, the Prague Castle Administration is authorised to carry out exhibition activities.
2. The purpose of activity of the Partner includes, among other things, provision of support for cultural exchange between the Republic of Korea and the Czech Republic. The Partner is willing to execute and organise jointly with the Prague Castle Administration an exhibition regarding “**Republic of Korea**” which is to take place in the Czech Republic in the exhibition space of the Prague Castle, namely in the Third Courtyard of the Prague Castle.

3. The Contracting Parties are working together on the subject matter of this Agreement in order to organise the exhibition specified hereinbelow and they enter into this Agreement to regulate their mutual rights and obligations in relation to the execution and organisation of the exhibition and also the status of each Contracting Party as the co-organiser of the exhibition. The purpose of this Agreement is to exercise particular rights and obligations so that the exhibition can be carried out in a quality as high as possible and to specify the extent of each Contracting Party's participation in the cooperation.

Article 1

Subject Matter of Agreement

The Parties enter into this Agreement to regulate the mutual rights and obligations of the Contracting Parties in their joint work on the preparation and execution of the exhibition entitled:

The exhibition regarding **“Republic of Korea”** which is to take place in **the Third Courtyard of the Prague Castle from 1 April 2020 to 17 May 2020** (“Exhibition”).

The installation of the Exhibition will commence 1.4.2020

The Exhibition will be de-installed after it ends, by 18.5.2020 at the latest.

The Exhibition will take place Third square in the Prague Castle (“Exhibition Space”) and will be open to public during the Exhibition period specified above on a daily basis, except for such days when the Prague Castle premises, their part or the Exhibition Space will be closed due to maintenance or a state representation event organised by the Prague Castle Administration or the Office of the President of the Czech Republic. The Exhibition Space will be made accessible in accordance with the Rules and Regulations of and in line with the security restrictions of the Prague Castle.

Article 2

Partner's Rights and Obligations

Within the frame of the cooperation under this Agreement, the Partner agrees:

1. To present the texts and photos for the Exhibition for approval to , no later than 15 February 2020.
2. To arrange and pay for the drafting, production and installation of the texts and labels for the Exhibition (i.e., the texts including potential proofreading plus translation at least into the English language and proofreading of the English translation). The Partner agrees to present the texts and labels to the Prague Castle Administration for approval within a reasonable period(s) agreed on by and between the Contracting Parties. Any Prague Castle Administration's objections to the presented drafts, texts and labels will be accepted by the Partner.
3. To arrange and pay for the graphic designs for and production of any exhibition typography products (exhibition texts, credits, labels, accompanying graphics). The graphic designs for

the exhibition typography products and particularly for the credits must be approved by both the Contracting Parties.

4. The Partner agrees to respect the Prague Castle Administration's objections regarding the heritage protection and operation of the Prague Castle premises.
5. No later than fifteen (15) days before the work on the Exhibition in the Exhibition Space or within the Prague Castle premises begins (such as installation and de-installation of the Exhibition equipment, installation and de-installation of the exhibits, etc.), to present to the Prague Castle Administration a list of the staff members who will be moving within the Exhibition Space including the ID card number of each such staff member, and if the Prague Castle Administration requests so, also a clean Police Clearance Certificate per each staff member on the list which will not be older than 90 days as of the day of presentation. Based on the said list and upon a decision issued by the Prague Castle Administration (or the security units operating within the Prague Castle premises), respective persons may be issued an external staff card for the purpose of carrying out an event within the Prague Castle premises. Within the Prague Castle premises, any external staff member must carry the card in a visible place and produce the card if so requested. Wherever fixed or mobile electronic card readers are placed, the external staffs must always use only these readers for entry, exit and identification. No later than three days after terminating the activities in the Exhibition Space, the Partner will return all the issued external staff cards to the Prague Castle Administration against a written certificate. If any external staff card is not returned, the Partner will pay to the Prague Castle Administration a contractual penalty of CZK 5,000 per each card which is not properly returned.
6. To study and respect within the Prague Castle premises all the internal regulations of the Prague Castle Administration, particularly Policy No. 01/04/2011 on fire prevention, Policy of the Director of the Office of the President of the Czech Republic No. 071115 on access to the buildings and premises of the Office of the President of the Czech Republic and the Prague Castle Administration, the Traffic Rules, Policy of the Office of the President of the Czech Republic No. 090119 on occasional illumination of the interiors and buildings within the Prague Castle premises. Handling of open fire is prohibited completely within the entire Prague Castle premises, including the Exhibition Space. Any exemption from the rule may be granted only based on a Request for Permission for an Event Involving Open Fire, upon agreement between both the Contracting Parties and upon permission given by the Prague Castle Administration's engineer responsible for the safety and health at work and fire prevention provided that the conditions determined by the engineer are respected fully. Therefore, the Request for Permission for an Event Involving Open Fire is incorporated in this Agreement. Breach of this provision is considered a substantial breach of the Partner's obligations hereunder, the Prague Castle Administration having the right to claim in case of such breach a contractual penalty under Article 4.9 hereof, and such contractual penalty may be imposed repeatedly. In case of amendment of any internal regulation or if a new internal regulation is issued, the Partner agrees to modify their carried out to perform this Agreement within the Exhibition Space or the Prague Castle premises in accordance with such amended or newly issued regulation, and the Partner must observe any such internal regulation from the time of being informed of it.
7. To make sure that the following contact persons, nominated for the purpose of performance of this Agreement, are accessible:

Tel:	Email:
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8. In exercising the rights and performing the obligations arising from this Agreement, to proceed so that no damage would be inflicted on the reputation of the Prague Castle

Administration, the Office of the President of the Czech Republic, the Prague Castle or the Exhibition. In case of breach of this provision, the Partner agrees to compensate the Prague Castle Administration in full for any provably incurred damage (including other than damage to property).

9. In case of advertising or promoting the Exhibition and any other media statement, press release or any other public communication concerning the Exhibition (text, internet, audio or audio visual communication), to deliver any such statement, press release or communication to the Prague Castle Administration, or via the Prague Castle Administration to the Press Department of the Office of the President of the Czech Republic, for approval. This obligation is bilateral, i.e., it applies also to the Prague Castle Administration in case they issue any statements, press releases, etc.

Article 3

Prague Castle Administration's Rights and Obligations

Within the frame of the cooperation under this Agreement, the Prague Castle Administration agrees:

1. To arrange for spatial protection of the structure during the night.
2. To find a production manager responsible for the performance of this Agreement on the part of the Prague Castle Administration. The authorised person is , Tel: , email:
3. No later than 29 March 2020, the Prague Castle Administration will give the Partner twelve (12) metal panel stands (120x200cm).

Article 4

Miscellaneous

1. The Contracting Parties agree that they will not provide any financial performances to each other.
2. Each Contracting Party must participate in the cooperation to an extent defined in this Agreement and refrain from any activity that might prevent the Contracting Parties from or aggravate the accomplishment of the purpose of cooperation.
3. The Parties must inform each other without delay of any circumstances that might have an impact on the success, preparation and execution of the Exhibition.
4. Without the prior written consent of all the Contracting Parties, neither this Agreement nor any rights arising from this Agreement may be assigned to a third party.
5. The Prague Castle Administration informs the Partner that the Exhibition (including the preparatory work and removal of the Exhibition) will be under the control of those state representation operations of the Prague Castle where the Exhibition Space will be located. This means that the Partner may not make any financial claims (e.g. for reimbursement of costs, sanctions) in case of interruption of the Exhibition, postponement of the Exhibition, a

press conference or a preview, or if the Exhibition is restricted in any manner whatsoever or is not allowed or entry in the Exhibition Space is restricted for the above reasons.

6. Any product advertisement of a sponsor or a partner must be approved by both the Contracting Parties in writing.
8. If any Contracting Party acts in breach of any obligation hereunder, particularly, but not exclusively, they do not fulfil an obligation at all or within the deadlines set out herein with regard to each of the obligations or if, by failing to fulfil their obligations, they interfere with the Exhibition being organised in an appropriate manner and time or any other objectives arising from the Preamble of this Agreement or if the reputation of any Contracting Party, the Prague Castle premises, the Exhibition or the Office of the President of the Czech Republic is threatened or damaged or as a result of failure to perform an obligation a risk of damage or actual damage occurs, such Contracting Party will pay to the other Contracting Party a contractual penalty of CZK 15,000 (fifteen thousand Czech Crowns) per each instance of breach. The contractual penalty falls due and payable upon a request issued by the respective Contracting Party with a fourteen-day due period. The provision on the contractual penalty is without prejudice to the amount of damages and the Parties hereby exclude the application of S. 2050 of the Civil Code.

Article 5 **Term of Contract**

1. This Agreement comes into force and effect as of the date of signature by both the Contracting Parties. The Agreement may be terminated by agreement between the Contracting Parties or by notice given by any Contracting Party in writing with a notice period of thirty (30) days from delivery of the notice of termination to any Contracting Party.
2. Any Contracting Party may withdraw from this Agreement if the other Contracting Party fails to perform their obligations arising from this Agreement, particularly from Articles 2 and 3, which are to lead to appropriate execution of the Exhibition, and such Contracting Party does not perform the obligations even if so requested (a request delivered by e-mail is permitted) by the withdrawing Contracting Party and given a reasonable additional period for performing the obligation. In case of withdrawal from this Agreement under the terms and conditions hereof, the withdrawal takes effect as of the date of delivery of the written notice of withdrawal to the other Contracting Party.
3. In case of early termination of the Agreement in one of the ways described above, the Contracting Parties agree to carry out mutual settlement of any performances provided previously.

Article 6 **Final Provisions**

1. This Agreement is made under the laws of the Czech Republic. Any relations not expressly regulated herein are governed by the provisions of Act No. 89/2012, Civil Code.
2. Any dispute between the Contracting Parties arising from the interpretation or performance of this Agreement will be resolved by a court having venue jurisdiction over the Prague

Castle Administration in the Czech Republic, seated in Prague 1, in accordance with the procedural rules of the Czech Republic, any direct and collision norms of the international private law excluded.

3. This Agreement may be amended or supplemented only in the form of written addenda marked with numbers of ascending sequence, provided that the Contracting Parties agree fully and without any reservations on the contents of such addenda, without permitting any, albeit minor, deviations. Any such addendum must be signed by both the authorised representatives of the Contracting Parties. Any oral arrangements concerning amendments of this Agreement will be considered legally invalid and ineffective.
4. The Contracting Parties agree that without the prior written consent of the other Contracting Party, no Contracting Party will disclose to third parties any commercial and technical information provided to them by the other Contracting Party and/or use such information for any purpose other than the performance of this Agreement; this provision remains effective for the entire term of this Agreement and after its termination until such information becomes part of the public domain. This provision does not apply if the Prague Castle Administration becomes obligated to disclose the information under generally binding legal regulations and/or if such information is requested by the Founder of the Prague Castle Administration. The Contracting Parties agree that this Agreement as formulated herein may be published by any Contracting Party in accordance with applicable legal regulations.
5. The Contracting Parties agree to deliver any written communication hereunder to the respective contact information provided with regard to particular acts in this Agreement or to the address of the registered office of addressee. The Contracting Parties agree that any written instrument hereunder may be delivered also to a relevant electronic data box in the form of a data message (for which an online data box must be activated with the Czech Post). Such delivery, if in accordance with applicable legal regulations, is considered a valid delivery in accordance with this Agreement. The Contracting Parties agree that also for such delivery, the legal assumption of a delivery period applies pursuant to S. 573 of Act No. 89/2012 Sb., Civil Code.
6. If any circumstances occur due to which any Contracting Party cannot perform their obligations hereunder in full or in part, such Contracting Party must notify the other Contracting Party without undue delay, and the Contracting Parties must take joint steps to overcome such circumstances. If any Contracting Party fails to fulfil this obligation, the other Contracting Party which did not act in breach of this Agreement may claim damages.
7. This Agreement is made in three (3) counterparts of which the Prague Castle Administration will receive two and the Partner will receive one counterpart.
8. The Contracting Parties declare that none of them enters into this Agreement in duress under obviously disadvantageous conditions and they have agreed on all the provisions hereof in witness whereof they attach their signatures below.

In Prague on

In Prague on

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Kim Tae Jin
Ambassador
The Embassy of the Republic of Korea
On behalf of the Partner

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Ing. Ivo Velfšek, CSc.
Director
The Prague Castle Administration
**On behalf of
The Prague Castle Administration**