

Contract for Expert Advice

entered into pursuant to Sections 2586 et seq. and 1746(2) et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, and in accordance with Act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act), as amended.

Parties:

1.

City of Brno

Registered address: Dominikánské náměstí 196/1, Brno-město, 602 00 Brno 2, Czech Republic

ID No.: 44992785, VAT ID: CZ44992785

Acting through the Mayor of Brno, JUDr. Markéta Vaňková

By resolution R8/177 of the Brno City Council meeting of 20th October, 2021 Mgr. Kateřina Vorlíčková, Head of the Culture Department of Brno City Municipality was authorised to sign the Contract.

Bank account details: Česká spořitelna, a. s., Olbrachtova 1929/62, 140 00 Prague 4, Czech Republic

Account No.: 111211222/0800

(the "Customer")

2. Nadja Luisa Grizzo

Registered address: Schwaigstr. 5, 94527 Aholming

VAT ID: DE277418868

Bank account details:

IBAN: [REDACTED]

BIC/SWIFT: [REDACTED]

Bank address: Hamburger Sparkasse, Großer Burstah 6, 20457 Hamburg, Germany

VAT payer

(the "Provider")

(hereinafter collectively referred to as the "Parties")

The Parties have entered, on this day, month and year, into the following Contract for Expert Advice:

I.

Opening provisions and purpose of the Contract

1. Brno City Council agreed at its R8/017 meeting of 13 March 2019 to start preparations for the participation of the City of Brno in the competition European Capital of Culture 2028 (hereinafter also "ECOC 2028"). The Brno City Assembly allocated funds at its Z8/28 meeting held on 22 June 2021 for the preparation of Brno's candidacy for the ECOC 2028 competition. The Ministry of Culture of the Czech Republic announced on 19 July 2021 the first round of the competition with 1 September 2022 being the deadline for submitting applications.
2. The Parties hereby conclude this Contract for the provision of the service entitled "**Expert Advice in the Preparation of Brno's Candidature as the European Capital of Culture 2028**" for the purpose of defining the rights and obligations of the Parties to the extent specified below in the mutual cooperation in the preparation of the candidature of the City of Brno in the European Capital of Culture 2028 competition, namely in the preparation of the bid for the 1st round of the ECOC 2028 competition.
3. The Parties mutually declare their intention to use all reasonably foreseeable efforts to achieve the purpose and subject matter of this Contract, to preserve the reputation of the other Party, and to eliminate or minimize any harmful consequences arising from the performance of the obligations under this Contract.
4. The Provider undertakes to perform what is specified in Article II of this Contract properly and within the terms agreed in this Contract. The Customer undertakes to pay the Provider the agreed fee for the performance according to Article IV of this Contract.

5. The Provider will carry out advisory and consultancy activities in cooperation with the partner team of experts, namely Prof. Hanns-Dietrich Schmidt and Neil Peterson.

II.

Subject matter of the Contract, rights and obligations of the Parties

1. The Provider undertakes to provide the Customer with expert support in the preparation of the bid for the 1st round of the ECOC 2028 competition. Expert support means advisory and consultancy activities (also referred to as “performance” in the Contract) provided to the Customer in this scope, with the individual stages being continuously interconnected:

1.1 STAGE I – Strategic vision and preparation of the draft bid (by 31 January 2022)

- 1.1.1 Providing advice and consultations for the Customer’s team of organisers according to the Customer’s needs and specification in the scope necessary for the preparation of the documents for the 1st round of the bid, especially with respect to the following topics:

- Thorough analysis of the requirements of the candidature in terms of the importance and cultural potential of the city and the region;
- Identification of cultural and other strategic objectives to provide a general overview of culture and cultural events in Brno;
- Identification of related key priorities from the strategic and cultural plans that will help answer the strategic vision questions from the bid;
- Preparation of a strategic plan and timeline for the entire candidacy process up to the presentation to the jury;
- Preparation of the “city’s story” and the main themes of the European Capital of Culture 2028 candidacy programme;
- Communication strategy, publication plan and web presence;

- 1.1.2 Meeting with the team of organisers and the city leaders in Brno on 2 to 3 November 2021, including participation in a panel discussion at the 13th meeting of Brněnský kulturní parlament (Brno Cultural Parliament).

1.2 STAGE II – Bid development (by 15 August 2022)

- 1.2.1 Providing advice and consultations for the Customer’s team of organisers according to the Customer’s needs in the scope necessary for the drafting of the first round of the bid, especially with respect to the following topics:

- Establishing a timetable and defining responsibilities for each part of the bid;
- A workshop in Brno or online meeting on writing the bid and key points of the whole process;
- Commenting on and editing text in the application form;
- Providing advice on the layout and presentation of the bid, including the selection of photographs;
- Providing advice on the organisational structure for the implementation phase;
- Providing support in the development of a financial and risk management concept;
- Guidelines for the development of the update of the Culture and Creative Industries Strategy, involving stakeholders and citizens;
- Providing advice on the preparation of the artistic programme;
- Identification of European partners of the project.

1.3 STAGE III – Preparation of the presentation before the jury (by 31 October 2022)

- 1.3.1 Organising and conducting interviews in order to assemble the team that will present the bid to the jury after the submission of the bid in writing (expected timeframe: September to October 2022)

- 1.3.2 Conducting a three-and-a-half-day rehearsal for the presentation team including a final rehearsal in Prague prior to the formal presentation.

2. The Provider undertakes to provide advisory and consultancy services to the Customer in accordance with the previous paragraph of this Article in the form of professional recommendations orally (in person, via telephone/video calls) or in writing (written or electronic form), including the Provider’s active participation and assistance in important negotiations initiated or implemented by the Customer.

3. The Customer undertakes to produce reports on the consultations provided, which will show the progress of completion of the individual stages, continuously during the course of the individual stages. A sample report on the consultations provided is attached as Annex 1 to this Contract.
4. The individual stages of completion will be handed over as a whole by the Provider and accepted by the Customer on the basis of a handover record agreed by the Customer. The handover record shall be drawn up in two copies every time, with 1 copy being given to the Provider and 1 copy to the Customer. A sample handover record is attached as Annex 2 to this Contract.
5. The Provider undertakes to carry out all activities under this Contract with due professional care, preserving the rights and legitimate interests of the Customer at all times during the performance of these activities, in accordance with the legal regulations of the Czech Republic and the EU.
6. The Customer undertakes to take over the consultancy from the Provider and to pay the agreed fee according to Article IV of this Contract.
7. The Customer undertakes to cooperate with the Provider and to provide the necessary cooperation for the timely and proper execution of the consultancy services.
8. Neither Party shall be entitled to transfer the rights, obligations and claims arising from this Contract to third parties without the consent of the other Party.
9. The Provider is entitled to carry out the activities referred to in this Contract or parts thereof through third parties (the "Partner Team"). The Provider shall be responsible for ensuring that such third parties are fully competent to provide services under this Contract and shall be bound by the confidentiality obligations under this Contract.
10. The Customer shall provide the Provider with up-to-date data and provide all necessary documents and supporting documents on the basis of which the Provider shall provide the agreed services under this Contract, which are available to the Provider, in the scope and format necessary for the performance of the subject matter of the Contract. The Provider shall use the data thus obtained only to perform within this Contract and shall not provide the data to any third party outside the Partner Team without the Customer's consent.
11. Upon completion of the performance of this Contract or in the event of termination of the obligation defined in Article II (paragraph 1) of this Contract, the Provider shall, within 14 days of the date of completion of the services or termination of the obligation, hand over to the Customer all unprocessed documents and materials that the Provider has received from the Customer in connection with the performance of this Contract.
12. The Customer undertakes to arrange for and compensate the Provider for the costs associated with accommodation in connection with the provision of services under this Contract. The Customer shall arrange suitable and satisfactory accommodation for the Provider according to the Customer's assessment and by prior agreement; in the event that the Provider does not agree to the accommodation, the Provider shall arrange and pay for the accommodation independently and at its own expense.
13. The Provider shall be entitled to extend the delivery date of a part of the service reasonably in case of non-compliance with the obligations on the part of the Customer under this Contract or due to force majeure ("vis maior" - unforeseeable and unavoidable action of natural elements, official prohibition, etc.). In such cases, the Parties undertake to negotiate to reach an agreement on an extension of the deadline or other change in the terms of performance.

III. Handover and place of performance

1. The Provider will perform the services by the following deadlines:
 - Services referred to under #1.1 of paragraph 1 of Article II of this Contract: gradually so that all planned activities have taken place by 31 January 2022;

- Services referred to under #1.2 of paragraph 1 of Article II of this Contract: gradually so that all planned activities have taken place by 15 August 2022;
- Services referred to under #1.3 of paragraph 1 of Article II of this Contract: gradually so that all planned activities have taken place by 31 October 2022.

2. The place of performance shall be the Customer's registered address in the Czech Republic.

IV. Fee

1. The Customer undertakes to pay the Provider a total fee of **EUR 35,000 excluding VAT** for the advisory and consultancy activities carried out under this Contract, of which:
 1. **STAGE I: 12,000 EUR**
 2. **STAGE II: 15,000 EUR**
 3. **STAGE III: 8,000 EUR**
2. Value added tax (VAT) will be paid by the Customer in accordance with EU and Czech law.
3. The fee has been determined as final and includes all costs of the Provider related to the performance under this Contract, regardless of inflation. The fee includes all costs of the Provider related to international and domestic transport in the framework of the provision of services under this Contract.
4. The fee also includes the remuneration for the granting of the Licence pursuant to Article VI of this Contract. The fee does not include the costs associated with the accommodation of the Provider in connection with the performance under the Contract.
5. The Customer and the Provider expressly agree that this does not involve a so-called budget price within the meaning of Section 2620 of Act No. 89/2012 Coll., the Civil Code, as amended.

V. Terms of payment

1. The Customer undertakes to pay the Provider the fee on the basis of an invoice – tax document issued by the Provider.
2. The fee shall be paid to the Provider by the Customer in instalments in accordance with Article IV, paragraph 1 of this Contract each time after the completion of the relevant stage of performance. The payment of the fee is conditional upon the Provider's handover of the performance and its acceptance by the Customer and the Customer's approval of the performance in the form of a handover record in accordance with the provisions of Article II, paragraph 4 of this Contract.
3. Billing address: Statutární město Brno, Dominikánské náměstí 196/1, 602 00 Brno, Czech Republic
ID No.: 44992785, VAT ID: CZ44992785. Invoice recipient: Odbor kultury MMB (Culture Department of BCM). Payment of the invoice – tax document will be made from account No. 111211222/0800. The invoice – tax document shall include the respective handover record signed by officials of both Parties.
4. The invoice – tax document will meet all the requirements of Act No. 235/2004 Coll., on Value Added Tax, as amended, and will contain, among other things, the following information:
 - Identification details of the Customer and of the Provider, registered addresses, company ID numbers, VAT IDs;
 - Invoice – tax document number;
 - The date of issue, the date of the taxable transaction and the due date;
 - The name of the bank and the account number (shown in international format) into which the above amount will be paid, IBAN, BIC/SWIFT code, address of the bank;
 - The name/title of the performance;
 - ID of this Contract shown on the top right of page 1;

- The invoiced amount;
 - The stamp and signature of the authorised person;
 - Statement that the value added tax (VAT) will be paid by the Customer.
5. The Parties agree to possible use of the tax document in electronic form in accordance with Section 26(3) of Act No. 235/2004 Coll., on Value Added Tax, as amended.
 6. The Provider shall deliver the invoice to the Customer within the deadlines set under Section 26(1, 2) of Act No. 235/2004 Coll., on Value Added Tax, as amended. The Provider shall be liable to the Customer for damages resulting from non-compliance with this obligation, as well as for damages incurred by the Customer due to errors in the tax document.
 7. The invoice shall be due 21 days from the date of its delivery to the Customer within the proper date as set out in this Contract. If the last day of the invoice payment period falls on a holiday or a day off work, the next following working day shall be the decisive day for payment. The same due date applies to other payments (contractual penalties, interest on late payment, compensation for damages, etc.).
 8. The Customer is entitled to return the invoice before the due date if it does not contain the required elements or contains incorrect price data. The due date of the invoice shall cease to run upon its legitimate return. The Provider shall issue a new invoice to the Customer with the correct details and the 21-day due date shall commence on the date of delivery of the new invoice.
 9. The Customer and the Provider agree that payment shall be made to the Provider's account number specified in this Contract. The obligation to pay shall have been fulfilled on the date of debiting the relevant amount from the Customer's account.

VI.

Definition of the purpose of use of the work, scope of the licence

1. The Provider, as the author, declares that it is the person entitled to exercise exclusive property rights to the outputs of the delivered services (hereinafter referred to as the "Work") and hereby grants the Customer a licence to use the Work to the extent agreed in this Contract. The Provider (author) agrees that the Customer is authorised to modify and process the Work, combine it with another piece of work, include it in a collective work, in accordance with the Customer's intentions. The Customer undertakes not to manage the Work in a manner that diminishes its value.
2. The Provider (author) grants the Customer the exclusive right to publish the Work and to use it to the extent as follows:
 - 2.1 All known uses;
 - 2.2 The licence is granted as an exclusive licence, unlimited in time and territory.
3. The Provider authorises the Customer to grant a sub-licence to any third party.
4. The Customer undertakes to respect the personality rights of the Provider.

VII.

Other provisions

1. For the avoidance of doubt, the Parties further agree that in the event of any uncertainty as to the interpretation of the provisions of the Contract, such provisions shall be construed to give effect to the fullest extent possible to the purpose expressed in the Contract.
2. The Parties are obliged to manage any personal data in accordance with the General Regulation of the European Parliament and of the Council (EU) 2016/679, on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC and related legislation (the "GDPR") and in accordance with other applicable legislation regulation the protection of personal data.

3. The Parties represent that the information and performance provided to each other during the term of this Contract is confidential. Confidential information shall not be deemed to be information which is or becomes publicly available and can be obtained by anyone without the need for a substantial effort, provided that it is not obtained as a result of a breach of this Contract or other wrongful act. In case of doubt, the other Party shall indicate whether it considers the information to be confidential. Both Parties undertake to keep confidential information in secrecy and to ensure that confidential information is protected with professional care, but at least to the extent of the security measures applied by the other Party to protect its own business secrets. The confidentiality shall not cover information the disclosure of which is subject to the legal obligation under Act No. 106/1999 Coll., on free access to information, as amended.

VIII.

Contractual penalties; compensation for damages

1. In the event of the Provider's delay in handing over the services in accordance with Article III, paragraph 2 of this Contract, the Customer shall be entitled to charge the Provider a contractual penalty of 0.05% of the total price of the services for each day of delay.
2. In the event of a Customer's delay in the invoice due date, the Provider is entitled to charge the Customer a contractual penalty at the rate of 0.05 % of the amount due for each day of delay.
3. In the event of a breach of the protection of confidential information (Article VII, paragraph 3 of this Contract), a contractual penalty of EUR 100 per breach shall be paid to the other Party.
4. The Customer is entitled to set off its claim for payment of the contractual penalty against the Provider's claim for payment of the price of services.
5. Such agreed contractual penalties do not affect any obligation to pay damages. The agreed penalties shall be paid by the obliged Party irrespective of whether and in what amount the other party incurs damage in this connection, which may be recovered separately. The obligation to pay the contractual penalty shall survive the end of the Contract, even if there is an act of withdrawal from this Contract.
6. If the breach of the Provider's obligations in the performance of the services resulting from generally binding legal regulations or the Contract results in any damage to the Customer or third parties, the Provider shall be liable for such damage. The provisions of the preceding sentence shall continue to apply after the end of the Contract, as well as after its withdrawal by either Party or by the Parties.
7. The Provider shall not be liable for any defects in the services provided and for any damages incurred by the Customer or third parties as a result of incorrect use of the results of the Provider's activities by the Customer or as a result of incorrect information provided to the Provider by the Customer or as a result of other errors or defects on the part of the Customer.
8. The Provider shall not be liable for non-performance of its obligations under this Contract in the event that such non-performance is the result of non-performance by the Customer. In this case, the Provider's right to receive the fee for the services provided shall not extinguish.

IX.

Termination of the Contract

1. This Contract may be terminated by written agreement of the Parties or by written withdrawal from the Contract by either Party in the event of a proven repeated breach of the terms of the Contract by the other Party. The Customer has the right to withdraw from the Contract even if the Provider is in default for more than 10 calendar days and does not continue to perform even after written notice from the Customer.
2. The Parties are entitled to terminate this Contract without giving any reason. The period of notice shall be 14 days and shall commence on the day following delivery of the notice to the other Party.

3. The Parties agree that in the event of termination of the Contract by notice, they will communicate to third parties a declaration of termination of cooperation, the content of which they agree on, for at least 6 months after termination.
4. The Parties further agree that in the event of termination of the Contract by notice, i.e. before the dates set out in Article III of this Contract, the Customer shall be obliged to reimburse the Provider for its performance under the Contract by paying an aliquot part of the price of performance calculated according to the number of days for the period from the effective date of the Contract until the effective date of termination.

X.
Closing provisions

1. By signing the Contract, the Parties agreed to exclude the application of the provisions of Section 557 of the Civil Code. Relationships not specifically regulated by this Contract are further governed by the applicable laws and regulations.
2. When managing public funds, the Customer is obliged to comply with the provisions of Act No. 106/1999 Coll., on free access to information, as amended (in particular Section 9(2) of the Act). The present Contract is subject to publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (Act on the Register of Contracts), as amended. The act of publication shall be ensured by the Customer.
3. The Contract may be amended or supplemented only in writing by means of amendments to the Contract.
4. The Contract is drawn up in 3 copies, of which the Customer receives 2 copies and the Provider 1 copy.
5. The Contract shall enter into force on the date of signature by both Parties and shall become effective on the date of publication in the Register of Contracts.
6. The Parties represent that they are aware of the contents of the Contract in its entirety and that this Contract is the expression of their true and free will. The Parties shall affix the handwritten signatures of their authorised officials as evidence of their agreement.

Clause:

This Contract was approved at the meeting of the Brno City Council No. 177 on 20th October, 2021.

Done in Brno, on 1.11.2021
For the Customer:

Done in Brno, on 1.11.2021
For the Provider:

.....
Mgr. Kateřina Vorlíčková
Head, Culture Department of BCM

.....
Nadja Luisa Grizzo

Annex No. 1 to the Contract: Form of Report on consultations provided

REPORT ON THE PROVIDED CONSULTATIONS NO.

Title of the Contract: Contract for expert advice

Subject matter of the Contract: Expert consultancy in preparation of Brno's candidacy in the European Capital of Culture 2028 competition

Contract No.:

Stage:

Provider: Nadja Luisa Grizzo, VAT ID: DE277418868, registered address: Schwaigstr. 5, 94527 Aholming

Customer: City of Brno, ID No.: 44992785, VAT ID: CZ44992785, registered address: Dominikánské náměstí 196/1, Brno-město, 602 00 Brno 2, Czech Republic

Scope and content of consultations:

Date/time of consultation including preparation (days, hours):

Personal participation of the Provider in project meetings/events:

Date drafted and name of drafting person:

.....
Mgr. Pavla Lukešová
Head of Policy and Development Section
Culture Department of BCM

Date approved and name of approver:

.....
Mgr. Kateřina Vorlíčková
Head of Culture Department of BCM

Annex No. 2 to the Contract: Form of Handover record

HANDOVER RECORD NO.

Title of the Contract: Contract for expert advice

Contract No.:

Subject matter of the Contract: Expert consultancy in preparation of Brno's candidacy in the European Capital of Culture 2028 competition

Stage:

Provider: Nadja Luisa Grizzo, VAT ID: DE277418868, registered address: Schwaigstr. 5, 94527 Aholming

Customer: City of Brno, ID No.: 44992785, VAT ID: CZ44992785, registered address: Dominikánské náměstí 196/1, Brno-město, 602 00 Brno 2, Czech Republic

Handover and acceptance of stage No. :

Done in *(insert place)*, on *(insert date)*
For the Provider:

Done in Brno, on *(insert date)*
For the Customer:

.....
Nadja Luisa Grizzo

.....
Mgr. Kateřina Vorlíčková
Head of Culture Department of BCM