



## Annex 3 - Action Plan Agreement (APA)

Agreement: CultourData OPEN CALL FOR TOURISM SMES in collaboration with Data/Digital Expert & Creative Professionals  
(hereinafter referred as the "Agreement")

Name of the Partner providing the financial support: Visit Košice

Address: Hlavná 59, 04001 Košice, Slovakia

Registered office: Hlavná 59, 04001 Košice, Slovakia

Company Reg. N.: 42247632

VAT N.: -

Name of the authorised representative: Mgr. Marcel Gibóda and Ing. Michaela Podoláková

(hereafter referred as the "Awarder"),

AND [THE Third-party Beneficiary]

Name of the Third-party Beneficiary awarded: Hotel Aréna, s.r.o.

Address: Nerudova 12, 04001 Košice, Slovakia

Registered office: Nerudova 1627/ 12, 04001 Košice, 04001, Slovakia

Company Reg. No: 53128591

VAT N.: SK 2121274386

NACE Code: 55

Name of the authorized representative: Martin Joščák

Tel.: +421910 79 79 79

E-mail: stela.joscakova@hotelslavia.sk

(hereafter referred as the "third-party beneficiary")

### CONSIDERING THAT

the third-party beneficiary has been successfully selected, pursuant the EU CulTourData Project, Grant Agreement number: 101038124 (hereinafter referred as the "the Project") terms and conditions, to receive financial support under the conditions set out in this Agreement,

HAS AGREED the following conditions and all details and conditions of the Call for Participation published on to the Project website <https://deuscci.eu/first-open-call-tourism-sme/> (Hereinafter referred as the "OPEN CALL FOR TOURISM SMEs") and its annexes

### WITH THE FOLLOWING CONDITIONS

## Article 1 - Aim and purpose of the financial support

1.1. The CulTourData project aims to support tourism SMEs through a lump-sum financial support to help SMEs implement the activities described in the Plan of Action as submitted so far.

1.2 The Action Plan submitted by the third-party beneficiary and approved by the CulTourData Evaluation Committee consists in:

### Objective of the project

Installation of the Songoroo music application in Hotel Arena

### Work plan

| Period   | Planned activities                               | Expected outputs  |
|----------|--|---|
| Month 1* | Installation of equipment, training of employees | device testing  |
| Month 2  | Making it available to users / guests            | testimonials and references   |
| Month 3  | data collection and analysis                     | behavioral analysis is hosted in the environment with the application |

### Reporting time

November 2023

*\*Project should start not later than 1<sup>st</sup> of August 2023 and in any case not longer than 3 months, as everything must be reported by 30 November*

## Article 2 - Use of the financial support

2.1. Financial support can be used solely for the following objectives:

- Support the digital transformation of tourism SMEs
- Promote innovative and digitally-driven solutions for tourism SMEs.
- Enhance the quality of tourist experience through digital / smart tools

## Article 3 - Amount of the financial support

3.1. The financial support is 7,000€ (seven thousand euros) lump-sum.

3.2. This amount is deemed to support the third-party beneficiary in the execution of the Action Plan to pursue the objectives as mentioned in the Article 2 of this Agreement.

## **Article 4 – Reporting**

4.1. The third-party beneficiary will be requested to submit a final technical report, whose template will be provided during the project implementation, ensuring a comprehensive understanding of how the project was implemented, also in terms of cost-effectiveness, if the objectives were achieved and the major obstacles faced during the project implementation. The third-party beneficiary will have 3 months to implement the project. SMEs will have one month of time (from the moment that all the activities of the Action Plan Agreement have been undertaken) to present the final technical report.

The final report must be validated by both the Partner signatory to this agreement, the data and digital experts and the creative/artists who contributed to the project.

## **Article 5 – Payment arrangements**

5.1. The payment will be done in one instalment within 30 days from the validation of the final technical report, as described in the awarded “Action Plan”.

In case of any request for clarification or incoherences, the 30 days will be stopped and resumed as soon as the clarifications will be provided to the Consortium partner and validated accordingly. If the required information on the development of the action plan are not provided in time or incomplete, the funding will be put on hold.

## **Article 6 – Checks and audits**

6.1 At any moment of implementation of the action and up to five years later, the Consortium the EISMEA Agency and the Commission has the right to carry out checks, reviews and audits, to ascertain:

- compliance with the obligations laid down in the Call;
- the truthfulness of the declarations and information produced by the ThirdParty Beneficiary.
- Occurring the above situations or in case of impossibility of carrying out the checks, reviews and audits for reasons attributable to the Third Party Beneficiary, the contribution may be reduced, rejected or revoked and may lead to criminal prosecution under national law. The contribution will be revoked in case of express renunciation of the contribution by the Third Party Beneficiary.

In case of revocation, any up-front instalment/pre-financing received by the Third Party Beneficiary must be reimbursed, legal interests included, to the Partner of the CultourData Project within 15 calendar days from the official communication.

6.2. By signing of this Agreement, the third-party beneficiary declares, that in the case that, as a result of the paying the financial support mentioned in the Article 3.3. of this Agreement, the third-party beneficiary incurs any obligation under the rules of their tax law, the third-party beneficiary will fulfil this obligation himself/herself.



6.3. State Aid “De minimis regime”. The Guidance Notice of the European Commission on the notion of “State aid” clarifies that direct funding from the European Union, including from an Executive Agency, is not considered as a State Aid. As a consequence, the financial distribution to third parties as integral part of the funding granted under the CultourData Project by the EISMEA in application of the EU Financial Regulation does not constitute “State aid” and is not to be taken into account for the calculation of the “de minimis” rule.

## **Article 7 - Confidentiality**

7.1 General obligation to maintain confidentiality During the implementation of the action and for five years after the payment of the balance from the EISMEA to the Consortium, all parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed ('confidential information'). The confidentiality obligations no longer apply if (a) the disclosing party agrees to release the other party; (b) the information becomes generally and publicly available, without breaching any confidentiality obligation; (c) the disclosure of the confidential information is required by EU or national law.

### **7.2 Consequences of non-compliance.**

If a Third Party Beneficiary breaches any of its obligations under this Agreement, or in the OPEN CALL FOR TOURISM SMEs, the grant may be reduced. Such breaches may also lead to any of the other measures such as rejection of ineligible costs, reduction of the grant, recovery of undue amounts and potential administrative and financial penalties.

## **Article 8 - Promoting the action — visibility of EU funding**

### **8.1 Communication activities by the Third Party Beneficiaries.**

General obligation to promote the action and its results. The awarded SMEs are obliged to promote the action and its results. The Consortium of partners, and/or one of the organisations belonging to it, will lead and drive the awarded organisations with a timescale/detailed-rules to implement such dissemination and promotion of the Programme in the proper way. Contents specific to this will be circulated to the awarded organisations and will be followed by the winners.

### **8.2 Information on EU funding — Obligation and right to use the EU emblem graphic purpose.**

Unless the EISMEA requests or agrees otherwise, any communication activity related to the action (including at conferences, seminars, in information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via social media, etc.) and any infrastructure, equipment or major result funded by the grant must:

- display the EU emblem
- include the following text: “This [insert appropriate description, e.g. report, publication, conference, infrastructure, equipment, insert type of result, etc.] was co-funded by the European Union’s COSME Programme.” When displayed in

association with another logo, the EU emblem must have appropriate prominence. For their obligations under the Call, Third Party Beneficiaries may use the EU emblem without first obtaining approval from the EISMEA. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

#### **Article 9 – Contact person**

9.1. Any communication in connection with this Agreement shall be done by the third party beneficiary in writing to the contact person mentioned below.

9.2. Contact person of the Partner Support Organisation:

Partner Organization: Visit Košice

Name: Ivana Kavulič

Function: External Relations Manager

Address: Hlavná 59, 04001 Košice

Tel.: +421 948 167 161

Email: ivana.kavulic@visitkosice.org

9.3. Contact person of the Third-party Beneficiary:

SME: Hotel Aréna, s.r.o.

Name: Stela Joščáková

Function: manager

Address: Nerudova 12, 04001 Košice, Slovakia

Tel.: +421910 79 79 79

Email: stela.joscakova@hotelslavia.sk

#### **Article 10 – Bank account**

10.1. Payment of the financial support will be made as follows: Name of the third-party beneficiary bank account holder:

Name of the bank: TATRA BANKA

Registered office: Hodžovo námestie,3, P.O.Box42, 850 05 Bratislava 55

IBAN: SK31 1100 0000 0029 4308 6937

BIC/SWIFT: TATRSKBX

#### **Article 11 – Applicable law and competent jurisdiction**

11.1. This Agreement is governed by the terms mentioned in this Agreement under the law of the Slovak republic.

11.2. The courts having jurisdiction for matters relating to this Agreement shall be the courts of the Slovak republic.

#### **Article 12 – Termination of this Agreement**

12.1 The Awarder may dissolve the present Agreement if the third-party beneficiary has not fulfilled any of its contractual obligations, unless force majeure is

demonstrated. The Awarder may give notice of dissolution by sending a registered letter. The notice period is 1 (one) month, starting on the 1st calendar day of the month following the month in which the notice was delivered to the third beneficiary.

### **Article 13 - Amendment**

13.1. Any amendment to this Agreement must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.

13.2. This Agreement shall become valid on the day when it has been signed by all parties and shall come into force on the day following the date of its publication. Specific country rules and regulations are detailed as follow (if applicable):

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13.3. Done in 2 copies, one for each party.

*Košice, Slovakia, 16.8.2023*

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Signature of the Partner of CultourData Project  
authorised representative

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Signature of the Third-party Beneficiary  
authorised representative

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