

Framework Service Contract

(hereinafter referred to as the "Contract")

Article I Contracting Parties

Orderer:

Legal form: Krajská organizácia cestovného ruchu (Regional Tourism Organisation)
Registered office: Starohájska 10, 917 01 Trnava
Represented by: Ing. Pavol Kalman
Company ID: 52285758
Tax ID: 2121318848
IBAN: SK81 0200 0000 0041 9882 8759
Registered in the Register of Tourism Organisations of the Ministry of Transport and Construction of the Slovak Republic
(hereinafter referred to as "KOCR" or "Orderer")

and

Provider:

Legal form: AVIAREPS FZ-LLC
Registered office: 1908A Business Central Towers, Dubai Media City, Dubai, U.A.E
Company ID: 17022
Tax ID: 100337882300003
Bank connection: HSBC Bank Middle East
Account number: 035 779156-101
Represented by: Glenn Johnston
(hereinafter referred to as the "Provider")

Article II Introductory Provision

The Provider has been chosen in a public procurement procedure – Name of the commission
"PR and Representational services on the G.C.C Countries"

Article III Interpretation of Terms

In this Contract, unless the context otherwise requires, the following terms shall have the following meanings:

"Activity Plan"

means the Activity Plan set out in Annex 1;

TRNAVA Regional Tourism Board
Starohájska 10
917 01 Trnava
Slovakia

ID: 52285758
office@krajzazitkov.sk
www.experiencetrnavaregion.sk

"Contract"

means this contract together with all the documents attached hereto;

"Territory"

means the Gulf Cooperation Council countries including: the United Arab Emirates, Saudi Arabia, Bahrain, Kuwait, Qatar and Oman;

"Budget"

means the budget agreed in Annex 2 for the provision of the Services in the Territory as specified in the Activity Plan;

"Material for the Orderer"

means all the material created specifically for the Orderer by the Provider in the course of providing the Services under this Contract;

"Intellectual property rights"

means all present and future copyrights, moral rights, registered designs, patents, trademarks, service marks, design rights (whether registered or not), semiconductors rights, applications for any of the foregoing, rights to extract or reuse data, and all other similar rights recognised in any part of the world;

"Services"

means all sales and marketing representation and public relations activities in the Territory defined in the Activity Plan;

"Provider's material"

means all the material created by the Provider prior to the conclusion of this Contract and not specifically for the Orderer which are used in the course of providing the Services under this Contract.

Article IV

Subject of the Contract

The subject of performance under this Contract is the Provider's obligation to provide for the Orderer the services specified in Annex 1 to this Contract in the defined Territory, and the obligation of the Orderer to pay remuneration to the Provider for these services in the amount and pursuant to the terms and conditions agreed in this Contract.

Article V

Rights and Obligations of the Parties

1. The Provider shall provide the Services to the Orderer on the basis of partial orders. Individual orders shall contain the exact specification of the required service in accordance with Annex 1 to this Contract. The order shall be placed by the Orderer by email communication to the Provider's address: gjohnston@aviareps.com The Provider undertakes to acknowledge receipt of the order without delay.
2. The Orderer reserves the right not to order all the services listed in Annex 1 to this Contract which the Provider expressly agrees to. The ordering of individual services is subject to the actual needs of the Orderer.
3. The Provider undertakes to provide the ordered services to the Orderer in a proper and timely manner under the terms and conditions set out in this Contract.
4. In providing the Services under this Contract, the Provider is obliged to follow the instructions and requirements of the Orderer.
5. The Orderer is obliged to provide the Provider with the assistance necessary for the provision of the Services under this Contract.
6. The Provider undertakes to provide the Services through qualified personnel with the necessary professional care.
7. The Orderer agrees not to employ any of the Provider's employees during a period of two years after they cease to be the Provider's employees, unless the Provider gives the Orderer written consent to do so.

Article VI

Intellectual Property Law

1. If, in the course of providing the Services under this Contract, the Provider's activities result in the creation of a work of authorship, the Provider shall grant the Orderer a non-exclusive, royalty-free licence to the work without spacial or temporal limitation, which entitles the Orderer to use the work in any known manner. The Orderer is entitled to grant consent for the use of the work to a third party within the scope of the licence granted by the Provider.
2. In the event that the Orderer provides, for the purpose of providing the Services under this Contract, the Provider with material to which it holds the copyright, the Orderer grants the Provider a non-exclusive licence to use the material for purposes related to the performance of this Contract without spacial limitation and for the time necessary for the performance of this Contract.

3. In the event that the Provider provides the Orderer with material or other works to which the rights of third parties apply, the Provider shall be fully responsible for damage and any costs incurred by the Orderer in connection therewith and undertakes to pay them in full.

Article VII

Price and Payment Terms

1. The price of the individual services provided under this Contract is the result of a public procurement procedure, and its exact specification is set out in Annex 2 to this Contract. The price is listed and payable in EUR. The Parties agree that the Orderer is entitled to order monthly PR and representational services (Activity 1) in half the volume for 50% of the price specified in Annex 2 to this Contract.
2. The total maximum price for the provision of the Services under this Contract is EUR 64,900. The Orderer is only obliged to pay for services actually provided in a due and timely manner, and is not obliged to use the entire sum.
3. The Orderer shall pay the price for the Services on the basis of invoices. The Provider shall issue invoices after delivery of the services specified in the individual orders. The invoice must be accompanied by documentation proving the delivery of the individual services (articles, reports, printscreens, photo documentation of performance, etc.). Invoices shall be due 30 days from their delivery to the Orderer.
4. The Orderer shall pay invoices to the following bank account of the Provider, unless the Provider demonstrably notifies the Orderer of a different bank account:

AVIAREPS FZ-LLC
Account number: 035 779156-
101 HSBC Bank Middle East
Branch of Jebel Ali, Dubai,
U.A.E Swift code: BBMEAED
IBAN: AE890200000035779156101

Article VIII

Duration of the Contract

1. This Contract is concluded for a definite period until 31 December 2023, or until the maximum price specified in Article VII(2) of this Contract is depleted, whichever legal fact occurs first.
2. The termination of the Contract shall not affect the duration of the licences granted within the meaning of Article VI(1) of this Contract.

Article IX

Force Majeur

Neither Party shall be liable for non-performance of this Contract in the event that the cause of non-performance is due to force majeure, e.g. an epidemic, earthquake, flood or other natural disasters beyond the control and responsibility of the affected Party.

Article X Confidential Information

1. The Parties undertake to maintain the confidentiality of information on the other Party which comes to their knowledge in the performance of this Contract and which is designated as confidential by the other Party.
2. The Parties shall use confidential information only in connection with the performance of their obligations under this Contract and undertake not to disclose or make such information available in any way to any third party without the written consent of the Party concerned. The foregoing shall survive the expiry and termination of this Contract without limitation.
3. The provisions on confidentiality of confidential information contained in this Contract shall be binding on all employees of the Parties, and the Parties undertake to advise their employees of this fact.

Article XI Delivery

All notices and consignments shall be in writing and shall be delivered in person, via email with a PDF attachment or by post. Mailed notices and emailed notices shall be addressed to the Parties at the addresses listed below. Each Party may change its addresses by written notice to the other Party. Notices delivered in person or by email shall be deemed to have been given on the date of delivery; notices sent by mail shall be deemed to have been given ten (10) days after mailing:

- a. **Krajská Organizácia Cestovného Ruchu (KOCR)**
Address: Starohájska 10, 917 01 Trnava,
Slovakia
Email: katarina.rohalova@krajzazitkov.sk
(Katarína Rohalová)
- b. **AVIAREPS FZ-LLC**
Address: 1908A Business Central Towers, Dubai Media City
PO Box 502657 Dubai
United Arab Emirates
Email: gjohnston@aviareps.com (Glenn Johnston)

Article XII

Termination of the Contract

1. This Contract may be ended by the agreement of the Parties, termination or withdrawal.
2. A Party is entitled to terminate this Contract without giving any reason with a notice period of two months from the date of delivery of the notice to the other Party.
3. Either Party is entitled to withdraw from this Contract in the event of a breach of any contractual obligation by the other Party. Withdrawal shall be effective from the date of its delivery to the other Party.
4. In the event of premature termination of this Contract pursuant to the provisions of this Article, the Parties shall settle their mutual rights and obligations related hereto which they have accrued up to the date of termination of this Contract.

Article XIII

Final Provisions

1. This Contract shall enter into force on the date of its signing by the Parties and shall become effective on the day following the date of its publication at <https://www.crz.gov.sk/>.
2. This Contract may only be amended by the agreement of the Parties.
3. This Contract shall be governed by the legal order of the Slovak Republic.
4. Legal relations not regulated by this Contract are governed by the provisions of the Copyright Act, the Commercial Code and other generally binding legal regulations.
5. Annexes to this Contract, namely Annex.1 _Services Specification_Activity Plan and Annex 2 – Budget, Prices and Payments, are an integral part of this Contract.
6. This Contract is drawn up in duplicate, one copy to be given to each Party upon signature by both Parties.
7. The Parties represent that this Contract fully corresponds to their true will, which they have expressed freely, seriously, definitely and comprehensibly, without a mistake and without any psychological or physical pressure.
8. The Parties represent that they have read the Contract, understand its contents and have signed it in their own handwriting as a token of their agreement with its contents.

In TRNAVA this 10. 11. 2022

Orderer

organizácia cestovného ruchu Trnavský kraj
Starohájska ul. č. 10
va
ID: 52285758

Provider



TRNAVA Regional Tourism Board
Starohájska 10
917 01 Trnava
Slovakia

ID: 52285758
office@krajzazitkov.sk
www.experiencetrnavaregion.sk

Annex.1 _Service Specification_Activity Plan

1 PR and Media Representational Services

Press Trip/Influencer Fam Trip Coordination

- Provision of Short List Media/Influencer Nomination Briefs for 3 media + 3 influencers
- Negotiation of guaranteed coverage with each
- Ongoing liaison with media/influencers and follow up for coverage
- AVIAREPS, 2 professionals to attend the media trip as mission escorts
- General assistance with itinerary development and air ticket negotiation

Monthly provided services, such as:

- Press Releases (English & Arabic, with GCC distribution) x 4
- Media Clipping Reports from exposure created from Press Releases x 4
- E-newsletters (English & Arabic, with GCC distribution) x 4

Flyers to promote Trnava sent out to the GCC travel trade database (approx. 3,000 people) x 8

Ad-Hoc Activities:

- Further activities may be conducted on behalf of the Client based on mutual agreement
- Any additional activities requiring further expense/marketing budgets will, once the Client's written approval and budget approval are received, be invoiced to The Client

2 Representation Assistance During the Arabian Travel Market (ATM 2023)

Delegation support services include:

- Consultancy and expert advice on the preparation of a presentation of the Trnava Region for the international ATM tourism fair
- Creation of a database of contacts of partner organisations and tourism companies – tour operators, travel agencies and airlines
- Setting up the meeting schedule for the fair
- Reaching out to media contacts from the database and organising media interviews
- Participation in meetings and interviews during the ATM
- Supporting documents for the final evaluation report of the event

3 Social Media Campaign

Social Media & Tour Operator Campaigns including:

- Design of promotional social media posts
- Tour Operator partnership cost for the creation of a dedicated landing page of packages
- Social media boosting/advertising costs on Instagram/Twitter/Facebook

4 Roadshow (Dubai & Riyadh)

To be conducted in Dubai & Riyadh

Professional Fees & Venue fees, including:

- Design and distribution of e-invitations to vetted buyers and RSVP management for each event
- Development of a Roadshow online landing page with QR codes for Tourism Board and partners to allow GCC agents to download e-brochures, visuals and other relevant content
- Set up and management of registration desk at each venue
- MC for each event
- Event management and coordination of AVIAREPS
- Venues (4* - 5*), including refreshments
 - Crowne Plaza Dubai
 - Holiday Inn Olaya, Riyadh
- Creation of an online registration link for the attendees' RSVPs
- 50 travel agents (product, contracting, holidays, Wellness/Medical & MICE managers) to attend in each city with concrete interest in developing and proactively selling Trvana packages
- 10 media reps to attend in each city
- Four AVIAREPS staff members to manage event
- Professional Photography

Annex 2_Budget Overview

Cost overview		price per unit	pcs	price with VAT	notes
Activity 1					
PR/Media/Representational Services					
press trip coordination (per one press trip)		3,000.00 €	1	3,000.00 €	per one press trip
monthly PR & representational services		2,250.00 €	12	27,000.00 €	includes the works listed in Annex 1_activity plan
subtotal per one year				30,000.00 €	
Activity 2					
Representational Assistance during the ATM fair					
General assistance including the meeting set up and coordination for all the Trnava region delegates and media interviews		5,000.00 €	1	5,000.00 €	includes the works listed in Annex 1_activity plan
subtotal per one fair				5,000.00 €	
Activity 3					
Social media campaign					
agency services, fee		2,000.00 €	1	2,000.00 €	includes the works listed in Annex 1_activity plan
media costs		6,000.00 €	1	6,000.00 €	media cost
subtotal per one year				8,000.00 €	
Activity 4					
Roadshow Dubai and Riyadh					
Event management, professional fees and venue fees		7,900.00 €	1	7,900.00 €	includes the works listed in Annex 1_activity plan
Dubai Crowne Plaza		6,000.00 €	1	6,000.00 €	náklady hotela
Riyadh Holiday Inn Olaya		8,000.00 €	1	8,000.00 €	náklady hotela
subtotal per one year				21,900.00 €	
TOTAL				64,900.00 €	including VAT