

# CONTRACT

FOR THE «STARMUS FESTIVAL 2021» EVENT

## **50 YEARS ON MARS**

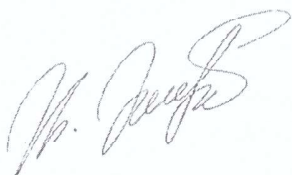
The Ministry of Education, Science, Culture and Sport of the Republic of Armenia (hereinafter referred to as the MoESCS), represented by the Minister Arayik Harutyunyan and STARMUS UNIVERSE 2007, S.L. (hereinafter referred to as the "STARMUS"), represented by Joint Administrator Garik Israelian (hereinafter referred to as the Parties)

- willing to develop the STARMUS Festival concept by focusing on the dissemination of research to academia, school pupils, high-tech start-ups, students and teachers,
- with the vision to create new role models for the younger generation, inspire a thirst for knowledge, boost the status of knowledge dissemination and teaching, and make knowledge available to all

have agreed to sign this Contract to celebrate the six edition of the event "STARMUS FESTIVAL 2021" "50 YEARS ON MARS" (hereinafter referred to as the Event) in September 2021 in Yerevan, Armenia.

### I.GENERAL PROVISIONS

1. The "STARMUS FESTIVAL 2021" program is structured around an activity based on the transfer of specialized knowledge; it is organized as a congress and set of conferences which serve as the core and theme, around which, for one week and with the attendance of prominent international names in science, other satellite activities will take place including visits, exhibits, contests, workshops, debates, round table discussions and celebrations, all related to the core theme of the festival, integrating science with art and music; a variety of exhibitions, displays and concerts will round out the program of events.
2. STARMUS target and challenge is to bring to Armenia between 3000 and 5000 people from Europe, Russia, USA etc. to attend the festival and participate in its activities.
3. STARMUS will elaborate a free program in open areas, schools and universities with general public with the aim of having around 100000 Armenian citizens interacting with the festival.



## II. PURPOSE

4. The purpose of the present Contract is the participation in STARMUS FESTIVAL 2021 by the MoESCS. In order to organize the Event in Armenia, the MoESCS pledges to pay a participation fee, whereas STARMUS, stages the event, promotes the image and participates in the advertising of the MoESCS, its collaborators and the REPUBLIC OF ARMENIA.

## III COMPENSATION AND TERMS OF PAYMENT

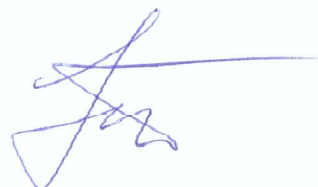
5. For implementing the purpose of the Contract, the MoESCS shall pay a participation fee of two million euros (2.000.000 €) directly to the STARMUS in the following manner:
- 1) An initial payment of five hundred thousand euros (500,000 €) within 30 days after signing the Contract,
  - 2) A payment of one hundred thousand euros (100,000 €) by 2 September 2020,
  - 3) A payment of two hundred thousand euros (200,000 €) by 2 November 2020,
  - 4) A payment of eight hundred thousand euros (800,000 €) by 15 March 2021,
  - 5) A payment of three hundred thousand euros (300,000 €) by 2 April 2021,
  - 6) A final payment of one hundred thousand euros (100,000 €) by 2 May 2021.

## IV. DURATION

6. The Contract shall be in force from the time it is signed until 45 days after the Event has finalized, provided the MoESCS has paid the full amount in accordance with the terms of payment set forth in the III clause and the STARMUS has organized the Event.

## V. OBLIGATIONS OF THE PARTIES

7. The MoESCS agrees to:
- 1) Pay the participation fee stated under the III clause of the present contract and to collaborate in the terms of payment.



- 2) Establish and design, together with the STARMUS, the advertising and dissemination plan for the MoESCS, image of the country and the EVENT, under the terms defined by the Parties, both in and outside of Armenia.
- 3) Actively collaborate with the STARMUS to contact and promote the festival through Schools and Universities in Armenia.
- 4) Actively collaborate with the STARMUS to contact and promote the festival through Armenian corporates and enterprises that can be potential or possible partners and sponsors.
- 5) Contact the Armenian diaspora to promote the EVENT and to encourage Armenian students to participate in the festival.
- 6) Advise STARMUS about the companies in Armenia that can manage the local production
- 7) Promote to obtaining permission to organize the festival social events out of Yerevan (star party, astrophotography school, excursions, etc).
8. The STARMUS agrees to:
  - 1) Plan, organize and celebrate the EVENT, and to implement the promotional activities surrounding the EVENT, including the MoESCS's and the country image, following the requirements and conditions agreed upon by the Parties.
  - 2) Create a state of the art program for the Armenian citizens where 100.000 people can learn about the latest scientific researches and discoveries (space science, AI, biotechnology, physics, genetic engineering, neuroscience, computer engineering, chemistry, supercomputing etc.).
  - 3) Promote the name of Alexander Kemurdjian, developer of the first Mars rover and the first Lunokhods. Celebrate his 100 year anniversary and run a round table as a tribute to him. STARMUS will also promote his name worldwide by special articles and publications in first class mass media such as National Geographic, Discovery Channel, Wired etc.
  - 4) Organize a lecture and round table dedicated to the well-known scientist and human rights activist Andrei Sakharov. Celebrate his 100 years anniversary with a special session and ambitious program. STARMUS will organize a round table with Nobel Prize laureates, film directors, artists and human rights defenders.
  - 5) Guarantee the attendance of prominent figures of national and international acclaim active in areas concerning the theme of the EVENT. Among them STARMUS will bring world-class scientist (among them 10 Nobel Laureates), artists, astronauts and CEO's of space tech





companies as well as presidents and directors of the top world scientific organisms (CERN, ESA, NASA, ROSCOSMOS etc).

- 6) Invite world-class speakers and scientists for the science program at STARMUS Festival 2021. This includes negotiating and signing contracts with the individual Parties within a total budget determined by the Parties.
- 7) Invite top international artists and musicians to perform at STARMUS Festival 2021. This includes negotiating and signing contracts with the individual Parties within a total budget determined by the Parties.
- 8) Invite to Armenia first class journalists (The Guardian, The Sun, Forbes, Times, Newsweek, Russia Today, El Paris, New York Times, Washington Post, Bloomberg, Reuters, etc.).
- 9) Organize and manage the transportation of the lecturers, artist and VIP people from their domiciles to Armenia round trip.
- 10) Organize and manage accommodation in Armenia for lecturers, artist and VIP people.
- 11) Organize international press coverage and promotion with promotional events in London, New York, Moscow, Brussels, Singapore and other major cities. Armenian authorities will be invited to actively participate in every event that STARMUS organizes:
  - a) promote MoESCS as partner and Yerevan city and the Republic of Armenia as the host location,
  - b) promote international and national sponsors within an agreed sponsorship framework,
  - c) Promote public partners and international and national sponsors on all advertising materials.
- 12) Organize and program all events during the festival in cooperation.
- 13) Organize and manage all social activities that are part of the festival as the star party, astrophotography school, gala dinner, welcome party.
- 14) Organize at least two concerts with space for audiences of minimum 10.000 people.
- 15) Organize a free access city program for an audience of 100.000 people in collaboration with students (both from schools and universities).
- 16) The STARMUS pack:
  - a) STARMUS will reserve 300 STARMUS packs for all public contributors and sponsors. STARMUS packs include access to the conferences, coffee breaks, exhibitions and concerts. MoESCS will determine how these packs will be distributed between the public and private actors involved in Starmus Festival 2021.



- b) Additional 300 STARMUS packs will be reserved for STARMUS Festival's special guests.

## VI. INTELLECTUAL AND INDUSTRIAL PROPERTY

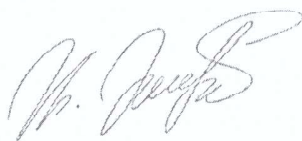
9. The Parties shall retain all rights to their respective names, logos, trademarks, databases and any other assets protected by current laws governing on intellectual and industrial rights.
10. Neither of the Parties shall do anything that could jeopardize or endanger the ownership of trademarks, logos or other distinguishing marks belonging to the other party.
11. In particular, both the MoESCS and the STARMUS, by signing the present Contract, mutually grant to use each other's trademarks, logos or distinguishing marks for the purpose of meeting the obligations for the dissemination and advertising of the EVENT. Use of trademarks, logos or distinguishing marks implemented in accordance with the legislation of the Republic of Armenia.
12. For this purpose, the MoESCS claims to be the rightful owner of its trademarks and ensures that any use of such trademarks made by the STARMUS will not violate the rights of third Parties. The MoESCS will hold the STARMUS harmless from any third-party claims aimed at infringement of the third party's intellectual property rights for any use made by the STARMUS of the MoESCS's trademarks.
13. The MoESCS shall make available to the STARMUS all documentation and graphics needed to correctly portray its corporate image to implement the dissemination and advertising plan agreed upon by the Parties.

## VII. DATA PROTECTION

14. Data protection for all types of activities of this Contract is carried out in accordance with National Law and procedures and/or International regulations ratified in the Republic of Armenia.

## VIII. CONFIDENTIALITY

15. The Parties to the present Contract agree to maintain the confidentiality of the terms and conditions of this contract and may not reveal, whether directly or indirectly, their content



to third parties. They are therefore required to take all possible measures to ensure the confidentiality of the clauses.

16. Neither of the parties will disclose nor provide information concerning the contract, except by agreement from the other party or to meet legal obligations.
17. This confidentiality is not extended to the disclosure of information from the collaboration between the companies, although it should be agreed to in advance by both parties.
18. In the event of termination of the contract for whatever reason, the parties shall immediately hand over all confidential information in the possession of either party or the employees thereof.


#### IX. TERMINATION

19. The following are grounds for termination of this contract:

- 1) By mutual agreement.
  - 2) The impossibility to celebrate the EVENT duly reasoned and justified by the parties, including unforeseeable circumstances or force majeure, as well as a pandemic situation due to COVID-19. In case the event does not take place, STARMUS is obliged to return the entire amount provided by the MoESCS.
  - 3) Failure by either party to comply with the obligations set out in this contract, provided that the complying party has given notice to the non-complying party and the receiver has failed to resolve the incompliance in a period of 15 days.
20. If the STARMUS does not fulfill all the obligations of point 8 of present Contract, as a result of which the EVENT will not be organized, the STARMUS undertakes to return the entire amount provided by the MoESCS.

#### X. FINAL PROVISIONS

21. All issues in relation to this Contract shall be determined in accordance with the legislation of Armenia.



22. This Contract was signed in Yerevan on 25 June, 2020, in two original copies, in English and Armenian, both of which are equally valid.

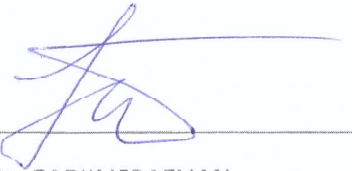
MINISTER OF EDUCATION, SCIENCE, CULTURE  
AND SPORT OF THE REPUBLIC OF ARMENIA



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Mr. ARAYIK HARUTYUNYAN

JOINT ADMINISTRATOR  
STARMUS UNIVERSE 2007, S.L.



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Dr. GARIK ISRAELIAN