

Contract on the Cooperation in the Implementation of the Project

Contract Parties

The University of South Bohemia in České Budějovice

(state-owned school providing tertiary education of academic type)

Address: Branišovská 1645/31a, 370 05 České Budějovice, the Czech Republic

Identification Number: 60076658

Tax Identification Number: CZ60076658

Part: Faculty of Nursing and Social Sciences

Address: Zdravotně sociální fakulta JU, J. Boreckého 27, 370 11 České Budějovice

Represented by: prof. PhDr. Valérie Tóthová, Ph.D., dean of the faculty

Person in charge of contract matters: Ing. Jan Bednář, Ph.D., secretary of the Faculty, [REDACTED]

Person in charge of the Contract execution: prof. PhDr. Valérie Tóthová, Ph.D., main investigator of the Project part

bank: [REDACTED]
[REDACTED]

(further: „ZSF JU“)

and

The School of Nursing

Clemson University

Address: 508 Edwards Hall

Registration number:

Represented by: Dr. Kathleen Valentine

Bank: [REDACTED]

Name and address of the bank: [REDACTED]

Account: [REDACTED]
[REDACTED]

(further: *Methodologist*) conclude the following Contract on the Cooperation and Implementation of the Project

I

Purpose and Subject Matter of the Contract

1. The purpose of the Contract is the cooperation in the implementation of the Project called Development of JU-ZSF registered under CZ.02.2.69/0.0/0.016_015/0002348, Part KA3 DA 3.1 ZSF called **Improvements of the Existing Educational Programs of the Simulation Centre**.
2. The Contract subject matter is the cooperation in the improvements and implementation of new educational methodologies. The Methodologist is obligated to include more detailed specifications in the contract appendix.
3. The ZSF JU states that they develop new methodologies of educational programs as a part of the implementation of the Project called JU-ZSF. Professional consultations and continuous reviews of intermediate methodological outputs are planned.
4. The Methodologist states that they have available professional staff with knowledge in the area of nursing and development of new educational methods using the simulation of practical education in the simulation lab using high-fidelity mannequins. The Methodologist will offer their staff for counseling and continuous checks of methodological procedures in the expected amount of 280 hours for the period of the execution and effectiveness of the Contract.
5. Methodological and professional consultations and reviews will be performed both in personal appointments and electronically by sending developed materials for reviews. ZSF JU, in turn, will partially participate in the reimbursement of the Methodologist's fares to ZSF JU. The reimbursement will be agreed and contracted in an independent contract.
6. In the course of the Contract effectiveness (validity), ZSF JU contracts to send continuously partial (intermediate) methodological procedures for professional reviews and consultations.
7. The Methodologist contracts to expend their professional knowledge, experience and expertise to fulfill their contract obligations in the highest possible quality.

II

Duration of the Contract

1. This Contract is concluded for a fixed period of time – until **Aug. 31, 2019**.

III

Mode of the Execution

1. The individual parts of the Contract content in the sense of Article I of the Contract will be implemented through Prof. PhDr. Valerie Tóthová, the guarantor of the component part of the Project.

IV

Commitments of the Contract Parties

1. The Methodologist is obligated to cooperate in the financial inspection relating to the relevant goods or service reimbursement from the public resources or the public financial support and is obligated to provide the customer and the inspection office with the cooperation in the financial inspection.
2. ZSF JU is obligated to take over from the Methodologist the Contract execution and pay for the methodology, in accordance with the conditions established in this Contract, the agreed price for properly performed execution of the Contract.

V

Site of the Execution

1. The Methodologist is empowered to perform the review of materials and express professional comments in their own seat.
2. The partial (intermediate) outputs will be handed over in the seat of ZSF JU:

Zdravotně sociální fakulta JU, J. Boreckého 27, 370 11 České Budějovice

VI

Price

1. The total price of the Contract execution is estimated to be **3,640 USD without VAT**. The price for 1 hour of Methodologist's work is fixed to be **13 USD**.
2. The agreed price represents the amount of taxable execution from a foreign VAT non-payer according to legal regulations valid in the time of taxable execution to ZSF JU for the delivery. Any other taxes, customs and similar payments will be covered by the Methodologist.
3. The price comprises all Methodologist's expenses for the Contract execution even if they had not been explicitly mentioned in the Contract.

VII

Payment Conditions

1. ZSF JU will provide no advance payments.
2. Partial invoices for the performed methodological work, agreed by the investigator, must contain the Contract number **0118 000 074** and appear in the attached form. The invoices

will be sent to the centralized ZSF JU address: afactory@jcu.cz. The invoices are due in 21 days.

3. ZSF JU is authorized to return the invoice without paying it before the end of the due time, if the invoice does not contain some item mentioned in the Contract and/or will have other defects, or another bank or account number will be given in the invoice. ZSF JU must give the reason for returning the invoice. The Methodologist is obligated to amend or re-issue the invoice according to the nature of the error and send it back to ZSF JU. The original due time stops to be running with the invoice return. The new due time starts with the day of delivery of the amended or re-issued invoice.
4. The payments will be performed in a cashless form to the Methodologist's bank account, which is mentioned in the Contract. Any changes of the bank and bank account can be announced only by a written appendix to the Contract or by a written message demonstrably delivered to the other Contract party.
5. The invoice is regarded to be paid in time if the invoiced amount is deducted from the ZSF JU account on the last day of the due time at the latest.

VIII

Defects

1. The Methodologist is obligated to provide the service with a proper professional care and in the required quality. The defects will be continuously consulted and removed by Prof. PhDr Valerie Tóthová, PhD., the guarantor of the component part of the Project.

IX

Licence

1. For the performed outputs, the Methodologists awards ZSF JU, free of charge, an exclusive authorization, not limited by time, quantity or in another way, to assert the right by using it in all ways (further just licence).
2. ZSF JU is authorized to amend the consulted outputs, to combine them with other products or elements, or include them in summary work. ZSF JU is not obligated to use the licence and can completely or partly offer the authorization, which is a part of the licence, to the third party. The individual sub-licences formerly provided by the customer neither expire nor are otherwise affected by the licence expiration.

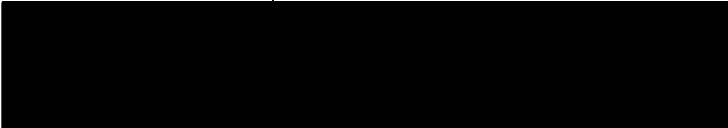
X

Conclusive arrangements

1. The Contract is written in Czech and English wordings, each in two counterparts, one of which will be given to either party. The Contract is not dependent on any other contract and is concluded at the moment of signature by the latter party.

2. The relationships between the parties resulting from the Contract follow the law of the Czech Republic. The decisive wording is the Czech wording.
3. The Contract can be changed and the relationship resulting from the Contract can be terminated only by legal proceedings in a written form on a paper document or by means of messages sent to the data box; other form is excluded unless agreed otherwise in this Contract.
4. If a disagreement occurs between the Contract parties based on the interpretation of an arrangement or the way of its implementation, both parties are obligated to find a consensus regarding the controversial questions in order to find a solution which maximally corresponds with the purpose of the Contract.
5. The Contract is subject to being published in the contract register.
6. The contract parties state that the Contract was thoroughly read, they agree with the content and are aware of the duties resulting from the Contract. Furthermore, they state that the Contract reflects their actual, free and serious will, that it has been concluded neither in distress nor under significantly disadvantageous conditions and as an evidence, they confirm the Contract by their signatures.


Prof. PhDr. Valérie Tóthová, PhD.
Dean of the Faculty


Kathleen Valentine, Ph.D.
Director, School of Nursing

Appendix to the Contract

0 380

0718 000 074

Specification of the Methodologist's Commitments

Participation in the development of simulation scenarios

Reviewing the developed simulation scenarios

Participating in the implementation of the simulation training within the curriculum

Consulting the options of simulation training

Co-participation in the implementation of the amendments relating to the introduction of simulation training

Assessing the changes and their impacts on the introduction of simulation training

Communication with the implementation team about the risk areas of the introduction of simulation training