Contract for Obtaining the International Comparative Analysis
for the “Decent workplace in the public sector”

No.:

Fund of further education (Fond dalšího vzdělávání)

Registered office: Praha 7, Na Maninách 876/7, Post Code 170 00

Legal form: semi-budgetary organization of the Ministry of Labour and Social

Affairs in the Czech Republic

Represented by: Ing.Richard Ščerba, MBA, charged with management of

FFE

Identification number: 00405698

Bank: Česká národní banka, a.s.

Account No.: xxxxxxxxxxxx

(hereinafter referred to as the "Client"), on the one hand,

**Votinius & Votinius HB**

Registered office: Stråkvägen 7, Lund, Sweden, Post Code 224 72

Legal form: Cooperative Limited Liability Company

Represented by: xxxxxxxxxxxxxx., statutory representative of Votinius & Votinius HB

Identification number : 969773-4565

Bank: SEB

Account No.(IBAN): xxxxxxxxxxxxxxxxxxxxxxxxx

BIC: ESSESESS

(hereinafter referred to as the "Provider"), on the other hand

enter into this contract on for the obtaining the part of the international comparative **analysis** for the purposes of the project named “Decent workplace in the public sector” (hereinafter referred to as the "Contract") pursuant to § 1746, paragraph. 2 of Law no. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code").

The **Provider** and the **Client** are hereinafter collectively called the "**Contracting Parties**".

Preamble

This Contract is concluded following the competition - small-scale contracting titled Obtaining the part of the international comparative analysis for purposes of the project “Decent workplace in the public sector” (hereinafter referred to as "Public Procurement" or "Tender").

Public contract is co-financed by the Operational Programme Employment (hereinafter referred to as "OP E"), specifically from the" “Decent workplace in the public sector”, registration number CZ.03.4.74/0.0/0.0/15\_025/0007507 (hereinafter referred to as the "Project").

Article 1

Subject Matter of the Contract

1. The subject matter of this Contract is to provide expert analysis and to process the legal analysis report (min. 6000 words) concerning with workplace bullying/mobbing in Sweeden according to the following structure:
2. Executive summary
3. Content
4. Discrimination and its types (direct and indirect discrimination) and forms (harassment, sexual harassment, persecution, signs of discriminate, guides to discrimination, refusal of the employer to take reasonable measures, possibly others)
5. Legal protection against discrimination
6. Violence / bullying at the workplace and its (physical, sexual, psychological) types and forms (mobbing, bossing, staffing, chairing etc.).
7. Conclusion
8. Attachments

 hereinafter referred to as the "Services".

Article 2

The Time and Place of Performance, the Acceptance of Performance

1. The place of performance of the Contract is the Czech Republic, City of Prague, the registered office of the Client and the registered office of the Provider specified in the heading of this Contract.
2. Services under this Contract are provided from the effective date of the Contract according to the schedule below (hereinafter referred to as "Schedule").

The Schedule:

1. Start date = D (based on initiation email sent by the Client)
2. Mapping resources = D + 5 days
3. Draft of the analytical report to be discussed = D + 10 days
4. The final form of analytical report according to the structure set out in Article 1, paragraph 1.1 of this Contract = D + 30 days
5. The Provider is obliged to fulfill the obligations under this Contract and implement activities under the Contract within the time limits specified in the Schedule (see paragraph 2.2. of this Contract) and at the same time according to the instructions and within the time limits specified by the Client.
6. The final form of the legal analysis report according to the structure set out in Article 1, paragraph 1.1 of this Contract (hereinafter referred to as the "Output") is subject to approval by the Client.

The Client will make an acceptance process no later than twenty-one (21) working days from Output delivery and will issue an acceptance certificate which shall be forwarded to the Provider. The subject of the acceptance procedure is to verify whether the Output meets the requirements of the Client under this Contract or in accordance with the written instructions of the Client.

1. Conclusion of the acceptance procedure depends on the result of the Output acceptance processed by the Client. The result of the acceptance procedure then, depending on the success of Output acceptance, one of the conclusions that the Client shall indicate on the acceptance protocol:
2. „Accepted" - the performance fully complies with the requirements of the Client. Such performance is considered properly and perfectly rendered and the Provider is entitled to invoice the appropriate price for such a service.
3. „Not Accepted" - the performance doesn’t meet all requirements of the Client. Unmet requirements will be listed in the acceptance protocol. Such performance is not considered properly and perfectly rendered and Provider undertakes to eliminate shortcomings mentioned in the acceptance protocol by the deadline set by the Client, or up the date on which the contracting parties agree. The Provider is not entitled to invoice price corresponding to the performance. Failure to meet the deadline for eliminating shortcomings will be regarded as a materia! breach of the Contract.
	1. If the Output is accepted, an acceptance protocol is prepared on its transmission / receipt and the protocol is signed by authorized representatives of the Client and the Provider; in this case, the performance is considered properly executed.

Article 3

Remuneration for the Provision of the Services

1. The Client agrees to pay remuneration in accordance with Article 3 of this Contract to the Provider for proper and timely provided services. The total amount of remuneration set out in paragraph 3.2 represents the price for the full performance of the subject matter of this Contract, and includes all costs of the Provider necessary for the proper performance of the Contract (hereinafter referred to as the "Total Price") and its amount is insurmountable. All price data are given in EUR.
2. The total price is EUR 4,200. The total price for the provision of the Services includes all appropriate taxes, customs duties, fees and/or other expenses and/or costs related to the provision of the Services.

Article 4

Payment Conditions

1. The Client undertakes to pay the remuneration for the proper performance of the services after acceptance of the Output according to the paragraph 2.2 point c) "the final form of the legal analysis report according to the structure set out in Article 1, paragraph 1.1 of this Contract" and after the issue of the Acceptance Protocol with a status „Accepted“, on the basis of the invoice (hereinafter referred to as the "Invoice") issued by the Provider under this Contract.

The invoice will include all required regulatory and Client requirements. The invoice shall also contain the name of the Public Procurement" obtaining the part of the international comparative analysis for the purposes of the project “Decent workplace in the public sector”, Client's contract number and information that the service was provided within the framework of the project entitled “Decent workplace in the public sector”, registration number CZ.03.4.74/0.0/0.0/15\_025/0007507, co-financed by OP E. An "Accepted"acceptance protocol relating to the Output, approved by the Client, must be an integral part of the invoice.

1. Invoice due date is set at thirty (30) calendar days from the date of delivery to the Client.
2. If the invoice doesn’t contain the particulars required under the relevant legal provisions and this Contract, or it will contain incorrect information, the Client is entitled to return the invoice to the Provider to the due date, stating objections. In this case, the original maturity period is terminated and a new maturity period shall commence from the delivery of the corrected invoice to the Client.
3. Payments made under this Contract shall be made via bank transfer to the Provider’s account specified in the heading of this Contract. The invoice is considered paid after the amount is debited from the Client's account to the account of the Provider. All payments will be carried out strictly in EUR and also all the price details are given in EUR.
4. In case the Client is in delay with the payment of the invoice, only statutory interest on arrears for each day of delay can be charged at the rate provided by Czech law.
5. The Client does not provide advance payments. The Provider is not entitled to set off any further claims against the claims of the Client, unless the Contracting Parties agree otherwise.

Article 5

The Rights and Obligations of the Contracting Parties

1. The Contracting Parties undertake to provide each other with all necessary cooperation to ensure performance under this Contract and inform each other of all relevant facts necessary for the proper performance of the Contract.
2. The Provider is obliged to proceed to the Contract with due diligence and expertise, on his own responsibility and risk.
3. The Provider agrees that in the implementation of performance of the Contract he shall not promote any commercial entity, or those entities which could thus gain an advantage. The Output will not bear the logos and the name of the Provider. The Provider must provide the Output with logos and texts in accordance with the instructions of the Client, so that they comply with mandatory publicity of the Project.
4. The provider agrees to the publication of the full text of this Contract by the Client on his website, or on the profile of the Client in terms of the Act, or other places, according to the will and the legal obligations of the Client.
5. Deliveries of documents between the Contracting Parties shall be made to the addresses set forth in this Contract. The Contracting Party is obliged to notify within ten (10) days the other Contracting Party the change of its registered office or other contact addresses or other relevant data. The change is effective to the other Contracting Party only when it is provably familiar with it.
6. The Provider shall treat information provided to him by the Client, or otherwise acquired in connection with the execution of this Contract, as a trade secret, especially to keep them secret and take all contractual and technical measures to prevent the misuse or disclosure, even after the expiration of the Contract.
7. The Provider expressly declares that no provision of the Contract is a trade secret for it and agrees with the publication of the contractual terms and conditions contained in the Contract.

Article 6

The Licensing Authority

If a subject enjoying the protection of copyright works arises as a result of performance of this Contract, the Client under this Contract shall be entitled to use this work in an unlimited spatial and quantitative range, and in all manners of use, in particular, to publish, edit, combine with other work, include in collective work and put it under Client’s name, to which the Provider provides the Client an exclusive license (the “License”). Remuneration for the above authorization is included in the price of the performance hereunder.

Article 7

Liability for Damage, Delay, Contractual Penalties Arrangements, Sanctions

* 1. Contracting Parties are responsible for any damage caused by this Contract pursuant to applicable law and this Contract.
	2. The Contracting Party is in delay with the fulfillment of its obligations resulting from this Contract or applicable law, if it fails in proper and timely performance.
	3. If there is a delay of the Provider to provide the performance compared to the terms according to the Schedule (see paragraph 2.2. of this Contract), or other sub-deadlines set by the Client or by the agreement of the Contracting Parties, the Provider shall pay a penalty of EUR 70 (in words: seventy euros) for each day of such a delay.
	4. In case of default of the Provider’s performance in relation to the deadline set by the Client or agreed by the Contracting Parties to remove the defects or deficiencies under the provision of Article 2, paragraph 2.2 of the Contract, the Provider will pay a penalty in the amount of EUR 70 (in words: seventy euros) for each day of delay. This provision shall not apply if the term given in written instructions of the Client is clearly disproportionate.
	5. The Contracting Parties agree that in the event of a claim to the more contractual penalties imposed to the Provider under this Contract, such fines are added.
	6. Unless otherwise specified below, the payment of the contractual penalty shall not release any Contracting Party its mandatory obligation to fulfill its commitments and obligations under this Contract and shall not affect the claim for damages in full.
	7. Contractual penalties and claims for damages are payable within thirty (30) days from the date on which they are applied by the authorized contracting party to the required contracting party.
	8. The Contracting Parties agree that any penalty or damage arising expressible in monetary terms, the Client may unilaterally set off in the form of a unilateral credit against any receivable (due or undue) of the Provider to the Client in respect of the payment of the Total Price.

Article 8

The Effectiveness of the Contract, Termination of the Contract

1. This Agreement shall enter into force upon its signature by both Contracting parties. The Contract is concluded for a definite period pursuant to Article 2, paragraph 2.2 of the Contract.
2. The effectiveness of this Contract may be terminated by written agreement of the Contracting Parties; the settlement of mutual obligations and debts is an integral part of the agreement.
3. The Client may withdraw from this Contract in the event of a material breach by the Provider. For such a substantial breach is considered particularly, but not exclusively, delay in the performance of any obligation under this Contract exceeding ten (10) days; if the Provider fails to cure within five (5) days of receipt of a written notice of such default from the Client with a request for correction.
4. Withdrawal from the Contract is effective from the date of the delivery of the written notice of resignation to the Provider; the Contract shall expire on the date of receipt of such notice. However, the provisions which according to the law or this Contract shall survive the termination of the Contract do not expire.

Article 9
Final Provisions

1. The rights and obligations arising under this Contract and / or in connection with it are governed by generally binding legal regulations of the legal order of the Czech Republic.
2. The Contract may be amended only by written agreement of the Contracting Parties in the form of ascendingly numbered amendments.
3. The Provider agrees to comply with the rules for Operational Program Employment publicity and the current version of the rules set out in the Guideline for Procurement (more on [www.esfcr.cz](http://www.esfcr.cz)).
4. The Contracting Parties undertake to make maximum effort to remove mutual disputes arising under this Contract or in connection with it by the amicable resolution. Unless the Contracting Parties agree on how to resolve the dispute between them, either Contracting Party may submit the dispute to materially and locally competent court in the Czech Republic.
5. Contact persons of the Contracting Parties:

9.5.1. Provider’s contact person is: xxxxxxxxxxxxxxxxx.,

9.5.2. Client’s contact person is: xxxxxxxxxxxxxxxxxxxxx

1. This Agreement is signed in four (4) copies as originals, of which the Client receives three (3) copies and the Provider receives one (1) copy.

9.7. The Contracting Parties expressly declare that they have read the Contract, that it was written by their free will and was not singed under duress, or at arm's lenghth, which confirm their signatures.

In Prague on …. In Lund on ….

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for the Client for the Provider

Ing.Richard Ščerba, MBA.

charged with management of FFE