CONTRACT FOR WORK

# Contracting Parties

1) **University of West Bohemia in Pilsen**

Address: Univerzitní 8, Plzeň, PC 306 14

Identification Number: 49777513

Tax Identification Number: CZ49777513

Established by: Act no. 314/1991 Coll.

Represented by: Ing. Petr Beneš, Bursar

Bank: xxx

Account Number: xxx

(hereinafter referred to as the “Contractor”)

and

2) **HONEYWELL INTERNATIONAL S.R.O.**

 Address: V parku 2325/16, 148 00 Praha 4 - Chodov

 Identification Number: 27617793

 Tax Identification Number: CZ27617793

 Represented by: Mgr. David Kozák, Executive Officer

(hereinafter referred to as “Honeywell” or the “Customer”)

Contractor and Customer are hereinafter referred separately as “Party” and collectively as the

“Parties”.

Preamble:

1. The Customer is a beneficiary of funding from the Technology Agency of the Czech Republic, a Czech state organizational unit, acting through its Centre of Competence fund Customer’s activities in pursuance of a project an Advanced Coatings Project no. TE02000011 (“Project”) on a cost share basis. As part of this Project, the Contractor agreed to carry out certain works for the Customer.
2. The Contractor was selected in accordance with the Act No. 134/2016 Coll., on Public Procurement (hereinafter the “Act”) [using negotiated procedure without publication].
3. The Parties agree and the Contractor specifically acknowledges that all Work performed pursuant to this Contract (including the processes of creation of deliverables and parameters and specifications for Contractor to follow) form Customer’s Business Secrets (also referred to herein as trade secrets) for the purposes of Article 504 of Act no. 89/2012 Coll., the Civil Code as may from time to time be amended or re-enacted. The Parties entered into a non-disclosure agreement to protect the information shared in connection with the provision of Work and this Contract.

The Parties hereby agree pursuant to provisions of Article 2586 et seq. of Act no. 89/2012 Coll., the Civil Code, as amended, to enter on the day, month and year specified below, to this Contract for Work:

**Article I**

**Subject of the Contract**

1) The Subject of this Contract is the collaborative research arrangement between the Parties subject to the terms and conditions of this Contract. As part of this arrangement, the Contractor shall carry out the Work specified in the Contract and the Statement of Work incorporated herein and attached as Annex no. 1 to this Contract (the “Work”), at the expense and risk of the Contractor and within the time agreed, and the Customer will pay to the Contractor the price agreed for the proper and timely execution of the Work.

2) The Contractor undertakes to perform the Work for the Customer, to the quality and extent specified in detail in the Statement of Work attached as Annex no. 1, which forms an integral part of this Contract.

3) The Contractor confirms that the Contractor is familiar with the scope and nature of the Work, knows all technical, qualitative and other conditions necessary for the execution of the Work, and has all the capacity and expertise which are necessary for carrying out the Work.

**Article II**

**Term of Completion**

1. This Contract shall remain in force until 31.12.2016, or until the completion of the Work, whichever occurs last, unless it is extended by mutual written agreement between the Parties, or is terminated in accordance with the provisions herein.
2. The Contractor agrees to begin all the Work described in this Contract and in Annex no. 1 on the date of signing of the Contract, and complete Work once the Work is accepted by the Customer.

**Article III**

**Rights and Obligations of the Contracting Parties**

1. The Contractor is obliged to perform the Work in accordance with the Customer's instructions, the documentation provided by the Customer to the Contractor, and in compliance with all applicable laws and regulations.
2. The Contractor agrees to provide everything that is needed for the implementation of the Work under this Contract.
3. The Contracting Parties are obliged to provide each other with all reasonable assistance necessary to carry out the Work.
4. The Customer is entitled, during the execution of the Work, to check the ongoing progress of the Work. The Contractor is obliged, at the request by the Customer, to enable such cooperation.
5. Contractor will maintain suitably detailed records as may be necessary to adequately reflect Contractor’s compliance with the terms of this Contract. Contractor will permit Customer’s auditors to have access at all reasonable times to Contractor’s books and other pertinent records. The Contractor will also furnish other information as may be needed by Customer’s representatives in auditing compliance.
6. Customer may perform audits up to two years following completion of this Contract or any purchase order issued by the Customer, whichever is later. If, as a result of an audit, any invoice submitted by Contractor is found to be in error, an appropriate adjustment will be made to the invoice or the next succeeding invoice following the discovery. Contractor will promptly correct any other Contractor deficiencies discovered as a result of the audit and repay any amounts due back to Customer

**Article IV**

**Handover and Delivery of the Work**

1. The Contractor shall deliver the Work to the Customer not later than on 15. December 2016. The Work may be inspected and tested by Customer at all reasonable times and places. If an inspection or a testing is made on Contractor's premises, Contractor will provide, without additional charge, all reasonable facilities and assistance required for the inspection and tests. Customer may inspect the entire Work or a sample of the Work, at Customer’s option, and may reject all or any portion of the Work if it determines the Work to be defective or nonconforming with SOW requirements. No inspection, tests, approval, design approval, or acceptance of the Work relieves the Contractor from responsibility for warranty or any latent defects, fraud, or negligence.
2. Once the Work has been properly executed, the Contractor will prepare a handover protocol on the handover and delivery of the Work for Customer to review. A handover protocol accepted by Customer, which is dated and signed by both Contracting Parties will amount to the Work acceptance.

If the Work is defective or otherwise does not conform to the requirements of this Contract, Customer may, by written notice to the Contractor: (a) agree on a deadline for the elimination of any defects (b) accept the Work at an equitable reduction in price; or (c) reject the Work and require repayment of any sums already paid to the Contractor. If the Contractor fails to eliminate defects promptly, Customer may also arrange for the defective or nonconforming Work to be corrected at the Contractor's expense.

1. The person authorized by the Customer to accept delivery of the Work is xxx
2. The person authorized by the Contractor to deliver and hand over/deliver the Work is xxx.

5) The place of the handover/delivery of the Work is Honeywell, spol. s r.o. - Brno o.z., Tuřanka 96/1236, 627 00 Brno, Czech Republic.

**Article V**

**Right of Ownership and Risk of Damage to the Work**

1) Notwithstanding other provision of this Contract, the Contractor bears the risk of damage to the finished Work from the conclusion of the Contract till the time of the delivery of the properly executed Work. The Customer bears the risk of damage to the finished Work from the date of delivery of the Work, or from the date when the Customer is in delay with the delivery of the Work.

**Article VI**

**Price for the Work and Payment Terms**

1. The Customer undertakes to pay for the Work the total contractual price in the amount of **250 495** CZK (in words: two hundred and fifty thousand four hundred and ninety five) excluding VAT (“the Price”). To the extent that value added tax (or any equivalent tax) is properly chargeable on the provision of the Work, Customer will pay the tax at a prevailing rate as an addition to payments otherwise due to the Contractor under this Contract, if Contractor provides to Customer a value added tax (or equivalent tax) invoice.
2. The Price under the previous Section includes all costs for the implementation of the Work, including related expenses (e.g. insurance, packaging, all transportation costs to the delivery point, increased costs resulting from business conditions, etc.).

3) The Contractor is responsible for the accuracy of the VAT rate.

4) The Price for the Work is fixed for the entire duration of the implementation of the Work, and includes all the Contractor's costs associated with the implementation of the Work. The Price for the Work is set as the maximum allowable. The Price for the Work can only be exceeded when, during the implementation of the Work, the tax legislation has changed, which has an impact on the Price of the Work. The Customer does not allow any other increase in the Price for the Work.

5) The Customer does not provide advance payments. The tax document/invoice issued after proper completion and handover of the Work will be paid to the Contractor. In the case of defects or unfinished work found at the time of the handover, the Contractor is only entitled to issue a tax document/invoice after the elimination of the last defects and backlogs in accordance with Article IV, Section 2. In the case of the Customer’s default with the takeover of the Work, the Contractor is entitled to issue a tax document/invoice on the first day of the Customer’s delay in the takeover of the Work.

6) Following delivery of the completed Works, Contractor will submit a tax document/invoice, which shall include all the particulars of a proper tax and accounting document in terms of the relevant legislation, especially Act no. 563/1991 Coll., on Accounting, as amended, and Act no. 235/2004 Coll., on Value Added Tax, as amended. If a tax document that does not meet the prescribed requirements, it will be returned by the Customer for completing or correcting by the due date of the tax document without the Customer thus getting into arrears with payment. The maturity period starts to run again from the re-delivery of a duly completed or corrected invoice to the Customer. The invoice must also include the following information: (a) name and address of Contractor and Customer entity purchasing the Work; (b) name of shipper (if different from Contractor); (c) Customer’s Purchase Order number(s); (d) detailed description of the Works and Deliverables; currency in which the sale is made.

7) The payment terms of the tax document/invoice are 120 days from the end of the month during which the latter of the following takes place (a) demonstrable delivery to the Customer takes place; and (b) the correctly completed invoice is delivered to Customer.

**Article VII**

**Liability for Defects of the Work**

1) The Work has defects if it does not conform to the specification and all other requirements and conditions set out in this Contract and its annexes.

2) The Customer can submit claim(s) in respect of defective work to the Contractor in writing to the address specified on the face of this Contract, stating the alleged defects. The Contractor shall cure the defect within 7 calendar days from the notification of the occurrence of such defect(s) to the Contractor, unless agreed otherwise by the Contracting Parties. The Contractor shall cure the claimed defects at the Contractor’s own expense.

3) The Contractor provides a guarantee for the quality of the Work. The guarantee period is set for 24 months. The warranty period commences on the date of the elimination of the last defects and backlogs which were reported in the handover and delivery protocol of the Work set out in Article IV above. During this period, the Contractor is liable for defects that occur in the Work.

**Article VIII**

**Termination**

1. This Contract can be terminated by a written agreement of the Contracting Parties, or on notice for the reasons set out in this Contract or in the Act.
2. A Contracting Party may terminate this Contract on a written notice for a material breach of contractual obligations by the other Contracting Party. The following, in particular, are considered a material breach of contractual obligations:
3. by the Customer: failure to pay the Price for the Work under this Contract within 30 days following the due date of the relevant invoice,
4. by the Contractor: the Work (or part thereof) is not properly delivered by the agreed deadline,
5. by the Contractor: the Work does not have the properties declared by the Contractor in this Contract or properties resulting from this Contract,
6. by the Contractor: delay in removing the defects according to Art. VII of this Contract.
7. Customer can terminate this Contract upon written notice upon receipt of a third party claim of intellectual property infringement related to the Work performed under this Contract or if the funding for the Project from the Technology Agency of the Czech Republic is withheld or cancelled and/or any other contract associated with the Project is terminated or otherwise comes to an end.

4) In the event of termination pursuant to this Article VIII, the Contracting Parties are obliged to settle their mutual liabilities and assets specified in the Act or in this Contract, within 30 days from the legal effects of such notice, or within the agreed deadline.

**Article IX**

**Protection of Information**

1. The Parties undertake to mutually protect and keep confidential, from Third Parties, any Confidential Information, documents and facts constituting trade secrets mutually shared by the Contracting Parties in the context of these business transactions.
2. For the purposes of this Article IX:
3. “Confidential Information” means any information that is disclosed in whatever form, to a receiving Party by, or on behalf of, a disclosing Party, that is not generally known including, without limitation technical data, specifications, samples, drawings, materials, know-how, designs, processes, techniques, testing methodologies, software, Personal Data, other business or financial information and that is identified as being confidential, proprietary or a trade secret. Confidential Information also includes information disclosed orally or visually if the disclosing Party: (a) identifies it as Confidential Information at the time of disclosure; (b) reduces it to written summary form and marks it as being confidential, proprietary or trade secret; and (c) transmits the written summary form to the receiving Party within 30 days after disclosure.
4. „Trade secrets“ mean competitively significant, identifiable, measurable and, in relevant business circles, normally inaccessible facts related to the company and whose owner adequately ensures their confidentiality in the owner's own interest within the meaning of Article 504 of Act no. 89/2012 Coll., the Civil Code as may from time to time be amended or re-enacted. For the avoidance of doubt, Parties agree that Annex 1 to this Contract contains such trade secrets.
5. Permitted Uses of Confidential Information: During the term of this Contract, the Parties may use the received Confidential Information only as expressly permitted in this Contract.
6. Protection of Confidential Information: The receiving Party will not use or disclose Confidential Information received from the disclosing Party except as permitted in this Contract for ten (10) years after the expiration or termination of this Contract. Each Party will protect such Confidential Information using the same degree of care it uses to protect its own Confidential Information, but in no event less than a reasonable degree of care.
7. Protection Exceptions / Exclusions: The receiving Party has no duty to protect information that is: (a) developed by the receiving Party independently from the disclosed Confidential Information as supported by the receiving Party’s written records; (b) obtained without restriction by the receiving Party from a third party who had a legal right to make such disclosure; (c) publicly available other than through the fault or negligence of the receiving Party; (d) known to the receiving Party at the time of its disclosure, without an existing duty to protect the information.

**Permitted Disclosures of Confidential Information:**

**Employees and Students**

1. The receiving Party may disclose Confidential Information only to its employees, contract employees having a need-to-know with respect to the intent of this Contract. Contractor may disclose Honeywell Confidential Information to a student participating in the Project, provided that the student has first signed the Non-Disclosure and has provided a signed copy of the Non-Disclosure to Honeywell. Students not willing to sign the Non-Disclosure will not be eligible to work on the Project.

**Third Parties**

1. The receiving Party may disclose Confidential Information to a third party having a need-to-know with respect to the intent of this Contract provided that: (1) the disclosing Party authorizes it in writing: (2) the receiving Party under this Contract requires the third party recipient to enter into a non-disclosure agreement containing terms and conditions no less stringent than those imposed upon the receiving Party under this Contract; and (3) the receiving Party provides an executed copy of the non-disclosure agreement to the disclosing Party upon request of the disclosing Party.
2. Personal Data Protection: “Personal Data” means any information relating to an identified or identifiable natural person; an identifiable person is the person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, psychological, mental, economic, cultural or social identity. The receiving Party will: (a) treat Personal Data of the disclosing Party’s personnel and prospective Honeywell personnel as Confidential Information; (b) take appropriate technical and organizational security measures as required by the disclosing Party to protect Personal Data; (c) use and permit employees and third parties to use Personal Data pursuant to the disclosing Party’s instructions only for purposes directly related to the performance of obligations under this Contract; (d) refrain from transferring Personal Data out of the European Union unless the disclosing Party has given its prior consent to the transfer and the receiving Party has satisfied any further requirements reasonably imposed by the disclosing Party; (e) indemnify the disclosing Party against all losses, costs, expenses, damages, liabilities, demands, claims, actions or proceedings which the disclosing Party may suffer or incur arising out of any breach of this section; and (f) promptly provide notice to the disclosing Party about: any legally binding request for disclosure of Personal Data by a law enforcement agency (unless otherwise prohibited); any accidental or unauthorized processing of Personal Data; and any requests received from individuals to whom Personal Data relates, without responding to that request unless it has been otherwise authorized to do so by the disclosing Party. If the receiving Party will process Personal Data that the disclosing Party transfers from any of its affiliates in the European Union to any of its affiliates in the US pursuant to the U.S. - EU Privacy Shield Framework (“Privacy Shield Personal Data”), the receiving Party warrants that either (i) the receiving Party self-certifies to the U.S. – EU Privacy Shield Framework with respect to the processing of the Privacy Shield Personal Data and will provide notice to the disclosing Party immediately if its self-certification terminates for any reason, or (ii) the receiving Party must provide at least the same level of privacy protection as required by the U.S. – EU Privacy Shield Framework.
3. Legal Action and Government Regulation: The receiving Party will promptly notify the disclosing Party, if faced with legal action or a request under U.S. or foreign government regulations to disclose any Confidential Information. If the disclosing Party requests, the receiving Party will cooperate in all reasonable respects to contest the disclosure, or obtain a protective order or other remedy. Except in connection with a failure to discharge the responsibilities set forth in the preceding sentence, neither Party will be liable in any way for any disclosures made under judicial action or U.S. or foreign government regulations.
4. Notice: Each Party will sufficiently explain to its employees and contract employees of their obligations under this provision and will ensure that its employees and contract employees are aware of and comply with the terms of this Contract.
5. Copies: The receiving Party may make a limited number of copies of any documents containing Confidential Information as is necessary to complete its intent under this Contract. All copies made will reproduce the restrictive legends on the original.
6. Return of Information: Within 180 days after the expiration or termination of this Contract, the receiving Party will return or destroy all Confidential Information received from the disclosing Party (including all copies thereof) and will certify in writing that all materials containing Confidential Information have been returned or destroyed within thirty (30) days of, except for any such Confidential Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable.
7. Research Publication: Contractor, its employees and students engaged in work under this Contract have the right to publish the results of research completed under this Contract. Contractor agrees to submit to Honeywell a copy of any such reports, papers, or other publications, including submissions for scientific meeting presentations, for Honeywell review, comment and written approval at least 60 business days prior to publication. Honeywell has the right to require a modification or request a delay in publication for a period not to exceed 1 year from the date of submission to Honeywell for the protection of inventions, discoveries, or Confidential Information disclosed in the publication, provided that Honeywell makes a written request and justification for such delay within 30 business days from the date the proposed publication is submitted to Honeywell. Any publication has to comply with the publication rules set out in Annex 2.
8. Contract Publication: Contractor may publish the terms of this Contract, excluding Annex 1, solely to the extent required to comply with laws of the Czech Republic.
9. Survival. The provisions of this Article IX. will survive the expiration, termination, or cancellation of this Contract.

**Article X**

**INTELLECTUAL PROPERTY**

1. The following definitions apply to this Contract:
	1. “Background Technology” means the Intellectual Property Rights in any Confidential Information, specifications, Technical Data, Computer Software, Source Code, and Inventions created, conceived, or developed by the personnel of a Party (a) prior to this Contract (b) other than in the performance of this Contract and without access to any Confidential Information of the other Party.
	2. “Computer Software” means the computer programming code substantially in binary form that is directly executable by a computer after processing, but without requiring compilation or assembly, databases, database management systems, files, and records.
	3. “Deliverables” mean the documents, reports, material, prototypes, information, data, Computer Software, Source Code, and other items (if any) specified in this Contract and its attachments to be delivered to Honeywell by or on behalf of the Contractor.
	4. “Foreground Technology” means the Intellectual Property Rights in any Confidential Information, Technical Data, Computer Software, Source Code, and Inventions created, conceived, or developed by the personnel of a Party in the performance of this Contract or resulting from access to the Confidential Information of the other Party.
	5. “Intellectual Property Rights” mean all worldwide intellectual property rights, whether arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired, including (a) patent rights; (b) rights associated with works of authorship including copyrights and mask work rights; (c) rights relating to the protection of trade secrets and confidential information; and (d) any right analogous to those set forth herein and any other proprietary rights relating to intangible property; but specifically excluding trademarks, service marks, trade dress, and trade names.
	6. “Inventions” mean know-how, ideas, concepts, processes, and discoveries, which is or may be patentable or otherwise protectable under Title 35 of the United States Code or similar provisions in any country party to the Patent Cooperation Treaty.
	7. “Joint Technology” means the Intellectual Property Rights in any Confidential Information, Technical Data, Computer Software, Source Code, and Inventions jointly created, conceived, or developed by personnel of both Parties in the performance of this Contract.
	8. “Source Code” means the human readable embodiment of the Computer Software code, in or on any electronic media which includes complete comments, flow charts, program narratives, and all related system and programming documentation for the Computer Software, every change to the Computer Software and all externalizations, utilities and compilers required to utilize, execute and modify the source code form of the Computer Software and which is sufficient to enable a reasonably skilled programmer to maintain and enhance the Computer Software.
	9. “Technical Data” means recorded data, know-how, Computer Software, and other information of a scientific or technical nature including, without limitation: drawings; engineering reports; designs; specifications; test results; manufacturing, installation, assembly, operation, and/or maintenance documentation;, regardless of its form, the medium of recording, or the method of recording (e.g., written, printed, electronic, disk). Technical Data as used herein also includes information presented in visual and/or audio formats such as graphics, video recordings, pictures, movies, and/or audio recordings in any form.
2. Honeywell Trademarks: No license, either express or implied, is granted to the Contractor hereunder to use as a trademark or otherwise the word “Honeywell” or any other trademark or trade or product name of Honeywell, or any word or mark similar thereto.
3. Intellectual Property Assurances: All Contractor personnel participating in the performance of this Contract will be under written agreements with the Contractor to assign all rights in Contractor’s Foreground Technology to Contractor. Contractor will promptly disclose to Honeywell all Inventions created, conceived, or developed by Contractor personnel that constitute Foreground Technology or Joint Technology and that per the terms of this Contract may be owned (in whole or in part) by or licensed to Honeywell. Contractor and its personnel will provide Honeywell, and/or any Honeywell designee, all reasonable assistance and execute all documents necessary to assist and/or enable Honeywell to perfect, preserve, register and/or record Honeywell’s rights in Contractor’s Foreground Technology and Joint Technology.
4. Background Technology: Each Party will retain all right, title and interest in and to their respective Background Technology, subject to the following licenses: (1) Honeywell hereby grants to Contractor a fully paid-up, non-exclusive license to use Honeywell’s Background Technology, Foreground Technology, and Joint Technology solely as necessary for Contractor to complete its obligations under this Contract; and (2) Contractor hereby grants to Honeywell a worldwide non-exclusive, royalty free license to use Contractor’s Background Technology to the extent incorporated into any Deliverables provided under this Contract for the purposes of using the Deliverables as reasonably contemplated.
5. Foreground Technology: All Foreground Technology will be the sole and exclusive property of Honeywell and Honeywell will retain any and all rights to file any patent applications or other registrations thereon. Contractor hereby irrevocably assigns, transfers, and conveys to Honeywell all right, title and interest in and to all Foreground Technology with Honeywell having the sole and exclusive right to obtain, hold and renew, in its own name or for its own benefit, patents, copyrights, registrations, or other appropriate protection. No Foreground Technology rights of any kind are reserved or retained by Contractor. To the extent required, Contractor hereby agrees to grant and grants to Honeywell any and all license rights in Contractor’s Background Technology required for Honeywell to use the assigned Foreground Technology in the normal course of Honeywell’s business operations.
6. Joint Technology: All Joint Technology will be the sole and exclusive property of Honeywell. Contractor hereby irrevocably assigns, transfers, and conveys to Honeywell all right, title and interest in and to all Joint Technology with Honeywell having the sole and exclusive right to obtain, hold and renew, in its own name or for its own benefit, patents, copyrights, registrations, or other appropriate protection. No Joint Technology rights of any kind are reserved or retained by Contractor.
7. Deliverables: Contractor hereby assigns all right and title in and to all Deliverables to Honeywell. Honeywell’s ownership of the Deliverables and the associated Intellectual Property Rights is not intended, and will not be construed, to grant Honeywell the right to use any Contractor owned Background Technology other than the Deliverables themselves and the information contained therein except to the extent such rights or licenses are expressly granted to Honeywell in this Contract. Honeywell has the right to use Deliverables for any purpose and without restrictions of any kind (including to reproduce, distribute, display, modify, perform, and prepare derivative works based on Deliverables as well as to use Deliverables to make, have made, sell, offer to sell, import, use, or otherwise dispose of products and services) and to grant licenses directed to the foregoing.
8. Survival. The provisions of this Article X. will survive the expiration, termination, or cancellation of this Contract.

**Article XI**

**Contractual Penalties and Compensation for Damage**

1. If the Contractor is in default with the execution of the Work implemented by the Contractor, the Customer is entitled to ask the Contractor to pay a contractual penalty of 0.05% of the total Price for each day of delay.

2) Should a Contracting Party breach any obligation laid down in the provisions of Article IX hereof, this Contracting Party is obliged to pay a penalty of 20,000 CZK for each occurrence of such breach.

3) The provision regarding the contractual penalty does not affect the right to compensation for damage caused by the breach of the obligation to which the contractual penalty applies, even if the compensation for damage exceeds the contractual penalty.

1. The contractual penalty is payable within 30 days from the date on which a written call for its payment is delivered to the obligated Contracting Party by the entitled Contracting Party, to the account of the entitled Contracting Party specified in a written call.
2. All Honeywell remedies set forth in this Contract are in addition to, and will in no way limit any other rights and remedies that may otherwise be available to Honeywell.

**Article XII**

**Insurance**

1. To the extent permitted by law Contractor will obtain and maintain continuously in effect a property insurance policy covering loss or destruction of or damage to all property in which Honeywell does or could have an insurable interest pursuant to this Agreement, including but not limited to tooling, Honeywell-furnished property, raw materials, parts, work-in-process, incomplete or completed assemblies and all other products or parts thereof, and all drawings, specifications, data and other materials relating to any of the foregoing in each case to the extent in the possession or under the effective care, custody or control of Contractor or employee or student of Contractor, in the amount of full replacement value thereof providing protection against all perils normally covered in an "all risk" property insurance policy.
2. Contractor will maintain and carry liability insurance which includes, but is not limited to:  (a) commercial general liability (including product liability and for services to be performed, completed operations liability) in a sum no less than five (~~$~~5) million CZK, (b) workers’ compensation and employer’s liability as required by any applicable law or regulation and in accordance with the laws of the state, territory or province having jurisdiction over Supplier’s employees. These amounts may be increased if required by Honeywell’s customer. Prior to delivery of any Deliverable or commencement of any work or services under this Agreement, Contractor will provide Honeywell with certificates of insurance from its carrier(s) on the foregoing coverages. Such insurance will be primary and non-contributory, and the coverage will not be changed without thirty (30) days advance written notification to Honeywell from the carrier(s). Except where prohibited by law, University will require its insurers to waive all rights of recovery or subrogation against Honeywell, its subsidiaries and affiliated companies, and its and their respective officers, directors, shareholders, employees, and agents. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligation in this Agreement.

**Article XIII**

**Final Provisions**

1. The Contracting Parties agree that other rights and obligations of the Contracting Parties shall be governed by Act no. 89/2012 Coll., the Civil Code, as amended, and other relevant legal regulations.
2. Contractor will not assign this Contract or any rights or obligations arising from this Contract, or subcontract all or any aspect of the Work, without Honeywell’s prior written approval.
3. The Contract can be altered and/or supplemented only as agreed in writing by both Parties, executed by a duly authorized representative of each Party.
4. The construction, interpretation and performance of this Contract and all transactions hereunder will be governed by the laws of the Czech Republic. Any dispute arising out of this Contract, including the breach, termination or validity thereof, will be finally resolved by a sole arbitrator in accordance with the Rules for Arbitration of the International Chamber of Commerce. The place of arbitration will be Prague, Czech Republic. The language of the arbitration will be English. Contractor covenants to continue to perform obligations under this Contract during any dispute resolution process until the dispute is ultimately resolved. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof.
5. The Contract is made out in two identical copies, of which each Contracting Party shall receive one copy.

6) The Contract comes into force and effect on the date of its signing by authorized representatives of both Contracting Parties.

7) The Contracting Parties declare that the Contract expresses their free, true, understandable and serious will, in witness whereof they affix their signatures to the Contract.

8) An integral part of this Contract is Annex no. 1 – Statement of the Work.

In Pilsen on .......................... In Prague on ............................

Contractor: Customer:

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Ing. Petr Beneš Mgr. David Kozák

Bursar Executive Officer

University of West Bohemia in Pilsen Honeywell International s.r.o.

## Annex no. 1 Statement of Work

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