

06. 05. 2019

CONTRACT FOR WORK

(hereinafter this "Contract"), executed pursuant to § 2586 et seq., in keeping with § 2631 et seq. of Act no 89/2012 Coll., the Civil Code, as amended, by and between:

Contracting Parties

1.1. Client:

Archip s.r.o.

Registered seat: Poupětova 1339/3, 170 00 Praha 7, Czech Republic
Acting through: xxxxx
Bankers: Raiffeisenbank
Account number: 6784276052/5500
Business ID: 28881699
Identifikátor: bspm4u6
VAT ID: CZ28881699

(hereinafter the "Client") on the one side

and

1.2. Contractor:

Czech University of Life Sciences Prague

Registered seat: Kamýcká 129, 165 00 Praha – Suchbátka
Acting through: Ing. Jana Vohralíková, Bursar
Bankers: Česká spořitelna, a. s.
Account number: 500022222/0800
Business ID: 60460709
VAT ID: CZ60460709

(hereinafter the "Contractor") on the other side

(Both the Client and the Contractor hereinafter also "Contracting Parties" or just "Parties")

Preamble

After having considered all circumstances such as the awarding of credits and cost for enrolment, as well as the professor and research staff capacities, research and education facilities, both of the above two stated parties – Contractor and Client – have decided to initiate this contract concerning a summer school class organised for the academic year 2018-2019. This contract expresses the will of both Contractor and Client to enable participation of students from the Contracting institution in the summer school organized by the Client institution. As proposed, the Parties hereby execute the following public contract in the below wording:

II

Subject of Contract

- 2.1 The Contractor hereby agrees to issue, at its cost, for the Client, 4 ECTS credits for students who participate in the Tasting the Land, summer school class, July 22 – August 8, 2019.
- 2.2 The Client hereby agrees to pay the Contractor 5,200 KC for each student who will receive 4 ECTS academic credits for successful completion of the summer school class, Tasting the Land, 2019.

- 2.3 The Contractor hereby agrees to perform the work with due professional care, within the agreed deadline, and within the scope and in the quality pursuant hereto.

III

Time and Place of Supply

- 3.1 The Contractor hereby agrees to conduct the work (teaching the 3-week summer school class) in compliance herewith within the deadlines identified for student applicants.
- 3.2 The place of the summer school study program will be conducted away from the CULS campus and on the road: the hills of Central Europe, the Danube River, Alpine lakes, Adriatic coast, the Po River valley, Italian Alps, and Bavaria. A detailed listing of location and dates are included in the syllabus for the class.
- 3.3 The Client shall fulfil its liability to duly perform the work by its completion on August 8, 2019, and prepare a camera-ready final document of student work/accomplishment to the Contractor. The acceptance proceeding will be closed by a written work takeover protocol signed by authorised representatives of the Client and the Contractor. Otherwise the work shall not be deemed duly and timely accepted.

IV

Price and Payment Terms

- 4.1 The price of the work within the contracted scope implemented pursuant to the terms and conditions laid down hereby was specified on the basis of the bid of the Contractor submitted in the context of the tender as the maximum price (which may not be exceeded).
- 4.2 The price is specified in the Czech national currency in the amount 5,200 CZK (five thousand two hundred Czech Crowns) per student V.A.T: exclusive.
- 4.3 The price includes all related costs, including but not limited to the costs of administrative fees, taxes, customs duties, insurance, transport costs etc.
- 4.4 The price shall be paid by the Client in the Czech currency on the basis of the relevant invoice, by wire transfer to the bank account of the Contractor. The Contractor shall issue the invoice in 15 days from commencement of the summer school class, (July 22, 2019).
- 4.5 The tax invoice shall include all appurtenances of a correctly issued tax document in the sense of the relevant legislation, including but not limited to Act no 235/2004 Coll., on the Value Added Tax, as amended. The invoice shall include identification of the project and the operation programme from which the supply is financed: Tasting the Land, 2019.
- 4.6 The invoice payment deadline shall be 30 days from documented delivery to the Client. The Contractor shall deliver the invoice to the following address: ARCHIP Poupětova 1339/3, 170 00 Praha 7, Czech Republic. No other delivery shall be deemed appropriate and the Client shall not be liable to pay an invoice delivered in any other way.
- 4.7 The day of payment shall be the date of debit of the amount to the Contractor's bank account.

V

Contractor's Liabilities

- 5.1 The Contractor shall be liable to implement the work in compliance herewith.
- 5.2 The Contractor shall be liable to inform the Client about the progress of the work on a regular basis and prove actual progress on the Client's request submitted in compliance herewith.

- 5.3 The Contractor shall be liable to perform all works and activities and provide all supplies to the Client for the work to be duly and timely completed within the contracted deadline and submitted to the Client for use as agreed and under the terms and conditions hereof. The Client hereby agrees to provide all necessary assistance to the Contractor to that end.
- 5.4 The Contractor hereby confirms to have been fully acquainted with the work scope and specification and other conditions of the work implementation, and to possess the required professional knowledge, experience and resources to be able to duly perform the work. The Contractor hereby agrees to implement the work in compliance herewith, with the applicable generally binding legislation, technical standards and to endow the work with properties and quality at least corresponding to the usual purpose of such work.
- 5.5 The Contractor shall be liable for damage caused to the Client and third parties by violation of the Contractor's liabilities laid down herein or by breach of the applicable legislation and standards.
- 5.6 The work as agreed herein and in the annexes hereto shall not be changed without prior written consent of the Client.

VI

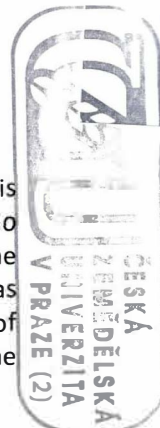
Client's Liabilities

- 6.1 The Client shall pay the Contractor for the duly and timely performed work pursuant hereto.
- 6.2 The Client shall provide the Contractor with assistance needed for implementation hereof.

VII

Final Provisions

- 7.1 This Contract may only be amended by written addenda signed by both contracting parties. All annexes hereto form an integral part hereof.
- 7.2 This Contract shall come to force on the day of its execution by both Contracting Parties and effect on the date of its publication in the register of contracts in compliance with Act no 340/2015 Coll., on Special Terms of Effectiveness of Certain Contracts, on the Publication of these Contracts and on the Contract Register (the Contract Register Act), as amended.
- 7.3 This contract is made in four counterparts, two for each party.
- 7.4 This Contract is governed by Act no 89/2012 Coll., the Civil Code, as amended, and the related legislation. All data and information disclosed by the Contracting Parties to each other in the context of execution hereof are confidential and shall not be disclosed by either party to any third party and shall not be used for private purposes of the Contracting Parties in contradiction to the purpose for which the information was disclosed. In the case of violation of this provision and unjust enrichment following from it to either party the unjust enrichment shall be given over to the other party.
- 7.5 In the case of invalidity of any of the provisions hereof the remaining provisions and the Contract as a whole shall not be affected, unless the invalid provision is by its nature, content or circumstances of conclusion not severable from the rest of the Contract content.
- 7.6 The contracting parties shall always strive for amicable settlement of any potential disputes arising from this contract or related to it. If an amicable settlement cannot be reached in 30 business days from the first notification of the dispute to the other party either party shall be entitled to submit its claim to the competent court of justice.



- 7.7 The Client agrees without reservations with publication of the full wording hereof for this Contract to be able to become the subject of provided information in the sense of Act no 106/1999 Coll., on the Free Access to Information, as amended, and with publication of the full wording hereof pursuant to § 219 of Act no 134/2016 Coll., on public Procurement, as amended, and pursuant to Act no 340/2015 Coll., on Special Conditions of Effectiveness of Certain Contract, on the Publication of these Contracts and on the Contract Register (the Contract Register Act), as amended.
- 7.8 The Client hereby agrees that it is the liable party in the sense of § 2 (e) of Act no 320/2001 Coll., on Finance Control, as amended. The Client shall be liable to fulfil its liabilities as the liable party following to it from the above quoted act.
- 7.9 The integral part of this agreement is an Annex n. 1 – Technical specification.
- 7.10 Having read this Contract the parties hereby agree with its content, which they say was worded seriously, certainly, comprehensibly and on the basis of their genuine free will, in witness whereof they attach their signatures below.

09-04-2019

In Prague, on

On behalf of Contractor:
Czech University of Life Sciences Prague

In Prague, on 25.4.2019

On behalf of Client:
ARCHIP



ARCHITECTURAL
INSTITUTE
IN PRAGUE

Ing. Jana Vohralíková