

Dated

7th June 2019

THE BRITISH COUNCIL

- and -

TECHNICAL UNIVERSITY OF LIBEREC

AGREEMENT FOR SUPPLY OF SERVICES

THIS AGREEMENT is dated

PARTIES

- (1) **THE BRITISH COUNCIL**, incorporated by Royal Charter and registered as a charity (under number 209131 in England and Wales and number SCO37733 in Scotland), with its principal office at 10 Spring Gardens, London, SW1A 2BN operating through its local office at Politických vězňů 13, Prague, Czech Republic 110 00 (the "**British Council**"); and
- (2) **TECHNICAL UNIVERSITY IN LIBEREC**, whose registered office is at Studentská 1402/2, 461 17 Liberec, Czech Republic (the "**Client**").

BACKGROUND

The British Council and the Client, hereby agree the delivery of a customized course **for non-academic staff** (hereafter referred to as Course). The Course is specified in Schedule 1. The Course will be delivered under the terms and conditions set out below.

1. Commencement and duration

- 1.1 The British Council shall provide services to the Client on the terms and conditions of this Agreement during the week commencing 26th August 2019, unless this Agreement terminated in accordance with clause 9.

2. British Council's obligations

- 2.1 The British Council shall:
 - 2.1.1 provide services, and deliver the Course to the Client, in accordance with Schedule 1 in all material respects, save that any dates and times for performance can be changed in agreement with the Client.
 - 2.1.2 observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's premises and that have been communicated to it under clause 3.1.2, provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

3. Client's obligations

- 3.1 The Client shall:
 - 3.1.1 co-operate with the British Council in all matters relating to the services;
 - 3.1.2 inform the British Council of all health and safety rules and regulations and any other reasonable security requirements that apply at any relevant Client premises; and

- 3.1.3 ensure that any and all equipment, systems, cabling or facilities provided by the Client and used directly or indirectly in the supply of the services is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements.
- 3.2 If the British Council's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the British Council shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.
- 4. Charges and payment**
- 4.1 The Client shall pay the charges as set out in, and in accordance with, Schedule 2.
- 4.2 The Client shall pay each invoice submitted to it by the British Council, in full and in cleared funds, within 15 days of receipt to a bank account nominated in writing by the British Council and time for payment shall be of the essence of this Agreement.
- 4.3 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the British Council on the due date, the British Council may suspend all Services until payment has been made in full.
- 4.4 All sums payable to the British Council under this Agreement shall become due immediately on its termination, despite any other provision. This clause is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.
- 4.5 The British Council may, without prejudice to any other rights it may have, set off any liability of the Client to the British Council against any liability of the British Council to the Client.
- 5. Intellectual property rights**
- 5.1 As between the Client and the British Council, all Intellectual Property Rights and all other rights shall be owned by the British Council. Subject to clauses 4.1 and 5.2, the British Council grants the Client the right to use those Intellectual Property Rights owned or licensed by the British Council and used to deliver the Course on a non-exclusive basis and solely to such extent as is strictly necessary to enable the Client to make use of materials and services in accordance with Schedule 1. If this Agreement is terminated, this licence will automatically terminate.
- 5.2 The Client acknowledges that, where the British Council does not own any of the Intellectual Property Rights used to provide the Services, the Client's use of such Intellectual Property Rights is conditional on the British Council obtaining a written licence (or sub-licence) from the relevant licensor or

licensors on such terms as will entitle the British Council to license such rights to the Client.

6. Confidentiality and the British Council's property

6.1 The Client shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by the British Council, its employees, agents, consultants or subcontractors and any other confidential information concerning the British Council's business or its products which the Client may obtain.

6.2 The Client may disclose such information:

6.2.1 to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Client's obligations under this Agreement; and

6.2.2 as may be required by law, court order or any governmental or regulatory authority.

6.3 The Client shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this clause 6.

6.4 The Client shall not use any such information for any purpose other than to perform its obligations under this Agreement.

6.5 All materials, equipment and tools, drawings, specifications and data supplied by the British Council to the Client shall, at all times, be and remain, as between the British Council and the Client, the exclusive property of the British Council, but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to the British Council, and shall not be disposed of or used other than in accordance with the British Council's written instructions or authorisation.

7. Limitation of liability

7.1 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

7.2 Subject to clause 7.1:

7.2.1 the British Council shall not be liable for:

(a) loss of profits; or

(b) loss of business; or

(c) depletion of goodwill and/or similar losses; or

- (d) loss of anticipated savings; or
- (e) loss of goods; or
- (f) loss of contract; or
- (g) loss of use; or
- (h) loss of corruption of data or information; or
- (i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

7.2.2 the British Council's and the client's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to 120.000,- CZK (one hundred and twenty thousand Czech crowns).

8. Data protection

- 9.1. The Client acknowledges and agrees that details of the Client's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the British Council in connection with the Services.
- 9.2. In this clause 'personal data', 'personal data processing', 'personal data filing system' 'personal data filing system controller' and 'processing official' shall have the meaning set out in the Act No110/2019 Coll. Personal Data Protection as amended or any superseding legislation.

The British Council and the Client acknowledge that in relation to any personal data processed under this Agreement (the 'Personal Data') the Client is the data controller and the British Council is the data processor.

The British Council shall:

- i. process the Personal Data only for the purposes of this Agreement and in accordance with the instructions of the Client;
- ii. not disclose any of the Personal Data to any third party except for the purposes of this Agreement or to comply with a court order or statutory duty on the British Council;
- iii. implement appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data and against its accidental destruction, damage or loss so as to ensure a level of security appropriate to the harm that might result therefrom;
- iv. not subcontract the processing of the Personal Data or transfer any of the Personal Data outside the European Economic Area without the prior written consent of the Client

- v. notify the Client if it receives any complaint or access request by an individual in respect of his or her personal data and comply with the reasonable directions of the Client in regard to such complaint or request;
- vi. comply with all relevant data protection legislation in force in the Czech Republic.

The British Council fully protects the subject's personal data from misuse in accordance with applicable law, in particular while respecting the principles and rules set out in the Regulation (EU) 2016/679 Of The European Parliament And Of The Council, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the Act No. 110/2019 Coll. and other national legislation supplementing certain provisions of the Regulation. The British Council process the personal data on the basis of the compliance with a legal obligation, performance of a contract, legitimate interests of the controller, and on the basis of consent of the data subject. Under the conditions set out in the General Data Protection Regulation and the Data Protection Policy of the British Council the data subject has the right to access personal information, right to rectification or to erasure of the personal data, right to restriction of processing, right to object and to data portability. If the data subject considers that the processing of his or her personal data has been infringed or is in violation of the Regulation, he/she has the right to file a complaint with the Data Protection Regulator. The data subject has the right at any time to object to the processing of personal data, the controller shall not continue with processing for that purpose unless it has legitimate good reasons for continuing processing. The British Council's Data Protection Policy including the rights of the data subjects can be found in full version at:

<https://www.britishcouncil.org/privacy-cookies/data-protection>

Child protection policy

The British Council is committed to protecting children in all areas of our work and in all parts of the world. We achieve this through compliance with UK child protection laws and relevant laws in each of the countries we operate in, as well as by adherence to the United Nations Convention on the Rights of the Child (UNCRC) 1989. Our full policy statement can be found at:

<https://www.britishcouncil.cz/en/about/child-protection>

Equal opportunities and diversity

Working effectively with diversity is an essential part of the British Council's work. Our Equal Opportunity Policy commits us to ensuring that there is no unjustified discrimination in the recruitment, retention, training and development of staff and that our programmes and services are available to as diverse an audience as possible. The full EO and D policy statement can be found at:

<https://www.britishcouncil.cz/en/about/equal-opportunities-and-diversity>

9. Termination

9.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement without liability to the other immediately if:

9.1.1 the other party commits a breach of any of the material terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing of the breach; or

9.1.2 the other party becomes (or, in the reasonable opinion of the terminating party, is at serious risk of becoming) insolvent or unable to pay its debts as they fall due; or

9.1.3 there is a change of control of the other party.

9.2 On termination of this Agreement for any reason other than those governed by 9.1:

9.2.1 the Client shall be liable for paying to the British Council the total price in full as set out in Part 2 of Schedule 2.

9.2.2 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

9.3 Termination of this Agreement, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

10. Force majeure

10.1 Neither party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control.

11. Assignment

11.1 The Client shall not, without the prior written consent of the British Council, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

11.2 The British Council may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

12. Governing Law and Dispute Resolution Procedure

This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter,

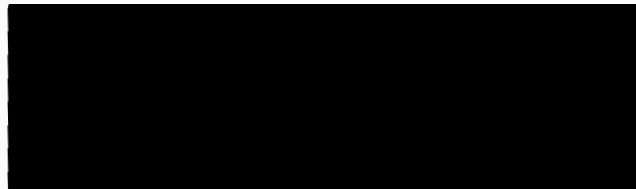
shall be governed by, and construed in accordance with, the laws of the Czech Republic.

- 12.1 Subject to the remainder of this clause 12, the parties irrevocably agree that the courts of the Czech Republic shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Agreement or its subject matter.
 - 12.2 In the event that any claim or dispute arises out of or in connection with this Agreement, the parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 10 working days after such notice or by such later date as the parties may otherwise agree in writing). If the parties are unable to resolve the dispute or claim in accordance with this clause 12.2, either party may commence proceedings in accordance with clause 12.1.
 - 12.3 Nothing in this clause 12 shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this Agreement or infringement, or threatened infringement, of the applicant's Intellectual Property Rights.
- 13. General**
- 13.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
 - 13.2 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
 - 13.3 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) and neither party shall incur any expenditure in the name of or for the account of the other.
 - 13.4 This Agreement and any documents referred to in it constitute the whole agreement between the parties and supersedes any previous agreement, understanding or agreement between them relating to the subject matter of this Agreement.
 - 13.5 This Agreement does not create any rights or benefits enforceable by any person not a party to it.

- 13.6 Notice given under this Agreement shall be in writing, sent for the attention of the person, and to the address, given on the front page of this Agreement (or such other address or person as the relevant party may notify to the other party) and shall be delivered either personally, by courier, by pre-paid, first-class post or by recorded delivery. A notice is deemed to have been received: if delivered personally, at the time of delivery; in the case of recorded delivery or courier, 48 hours from the date of posting. If deemed receipt under this clause is not within working hours, the notice will be deemed to be received at the commencement of normal working hours on the first working day following delivery. To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.
- 13.7 Working effectively with diversity is an essential part of the British Council's work. Our Equal Opportunity Policy commits us to ensuring that there is no unjustified discrimination in the recruitment, retention, training and development of staff and that our programmes and services are available to as diverse an audience as possible. The full EO and D policy statement can be found at <http://www.britishcouncil.org/cz/czechrepublic-about-us-equal-opportunities.htm>
- 13.8 The British Council is committed to protecting children in all areas of our work and in all parts of the world. We achieve this through compliance with UK child protection laws and relevant laws in each of the countries we operate in, as well as by adherence to the United Nations Convention on the Rights of the Child (UNCRC) 1989. Our full policy statement can be found at <http://www.britishcouncil.org/cz/czechrepublic-ochrana-deti.htm>
- 13.9 This Agreement has been entered into on the date stated at the beginning of it.

Signed by **Denise Waddingham**

for and on behalf of **THE BRITISH COUNCIL**



DIRECTOR CZECH REPUBLIC

Signed by doc. RNDr. Miroslav Brzezina, CSc.

for and on behalf of **TECHNICAL UNIVERSITY IN LIBEREC**



RECTOR

28-06-2019



Schedule 1 – Course specifications

The British Council will deliver the Course to a group of maximum 16 participants, who have been selected by the Technical University in Liberec.

The Course contains **24 hours (60 minutes) of training, divided across 4 days (6 hours per day)**.

Training will take place from **Monday 26th – Thursday 29th August 2019**

The Course will be delivered by an experienced trainer provided by the British Council.

The Course will be delivered at the premises specified and provided free of charge by the Client.

The British Council will provide a handbook with Course materials to each participant as part of this Agreement.

The British Council will provide refreshments for the participants in a form of one morning and one afternoon coffee break each day of the training.

A British Council Certificate of Completion will be given to each participant at the end of the Course.

The content and schedule of the 4-day Course is as set out below:

	DAY 1	DAY 2	DAY 3	DAY 4
Morning 9.00 – 12.00	Introductory session – functional language/register/cross cultural awareness	Presenting yourself	Positive influencing	Empathy mapping
Break	Lunch	Lunch	Lunch	Lunch
Afternoon 13.00 – 16.00	Communication styles	Emailing	Telephone skills	Putting it all together - Role plays and feedback

The British Council will collect feedback from all participants at the end of the Course. As part of this Agreement the British Council will provide the Client with a summary of the information provided by the participants after the delivery of the Course and make recommendations for any further training or support.

Schedule 2 - Pricing

Part 1 - Price

The agreed fixed price for the delivery of the Course is **120.000,- CZK** (one hundred and twenty thousand Czech crowns).

Part 2 - Payment

The agreed fixed price as set out in Part 1 will be paid by the Client in one instalment prior to the commencement of the Course.

The full amount of the instalment shall be paid within 15 days of the receipt of an invoice issued by the British Council.