

# Contract for Work

(Hereinafter referred to as the "Contract")

Concluded pursuant to Para 2586 et seq., Act No. 89/2012 Coll.,  
The Civil Code, as amended (hereinafter referred to as "CC")

## I Contracting Parties

- Client:** **University of Chemistry and Technology in Prague**  
Registered address: Technická 5, Prague 6, postal code 166 28  
Represented by:  
Reg. No.: 604613/3  
Tax Reg. No.: CZ60461373  
Banking details: ČSOB, a.s.  
Bank account No.:  
(Hereinafter referred to as the "**Client**")
- Contractor:**  
  
Address:  
Not a VAT payer  
IBAN  
SWIFT code  
Bank account No.:  
The contractor declares that his tax domicile is AUSTRIA  
(Hereinafter referred to as the "**Contractor**")

(The Client and the Contractor shall together be referred to as the "Contracting Parties" and individually as a "Contracting Party")

## II Subject Matter

- The Contractor hereby undertakes to duly and in a timely manner execute the Work for the Client pursuant to Article III hereof, and the Client hereby undertakes to pay to the Contractor the price for the Work in the amount and under the conditions agreed hereof.
- The Contractor will comply with the obligation set forth in this Contract by executing the work duly and in a timely manner in accordance with this Contract and by handing over the completed work to the Client duly and in a timely manner.

### III Specification of the Work

1. The subject matter of the Work is to prepare and develop an Evaluation Report. The following must be done in the framework of the preparation and development of the document:
  - a. Study the packages of documents handed over by the Client – the so-called Self Evaluation Report
  - b. Consult with the Client and its authorized representatives
  - c. Take part in consultations with members of the International Evaluation Panel, which was established by the Client's Rector and whose area of responsibility is stipulated in Decree No. A/V/961/23/2019
  - d. Make a visit to the Client's departments, or, in light of the epidemiological situation at the time of the planned visit, make the visit online. The scope of the visit has been agreed to be 5 working days.
  - e. Provide evaluation report (together with other panel members) for the Client  
(Hereinafter referred to as the "Work".)

### IV Time and Place of Performance

1. The Contractor undertakes to execute the Work in the period starting from the day this Contract takes effect, or from 1 June 2020, whichever occurs later, until 31 December 2020.
2. The Contractor undertakes to duly execute, complete and hand over the Work to the Client by 31 December 2020 at the latest. The deadline for completing the Work and handing over the Work is binding, final, non-extendible for the Contractor with the exception of situations that are outside the Contracting Parties' control. In such case, taking into consideration the unexpected circumstances outside their control or *force majeure*, the Contracting Parties shall agree on a new deadline. Not meeting the deadline for the completion of the Work constitutes a substantial breach of the Contract, which results in the Client's right to withdraw from the Contract. Efficiently incurred costs will be then settled in accordance with the unfinished Work that has been handed over.
3. Due to the Work's nature, the place of performance is the Contractor's office.

### V Price for the Work and Payment Terms

1. The Contracting Parties have agreed on the price for the Work in the amount of EUR 5000 without VAT.
2. As the price for the execution of the Work set forth in point 1 hereof is final, the Contractor is not entitled to receive any payment exceeding the price for the execution of the Work.
3. The price quoted in point 1 hereof includes all activities undertaken by the Contractor in connection with the execution of the subject matter of the Contract, including Contractor's personnel and material costs required for the flawless execution of the Work under this Contract.
4. The price for the Work will be paid by the Client to the above bank account in two payments. First EUR 2 500 will be paid by September 30, 2020 and the remaining EUR 2 500 will be paid within

10 days after the Contractor completes and duly hands over the Work. Source No. 965 85 0065 shall be indicated for the purpose of Client's internal records.

5. The Contractor undertakes to pay all taxes and fees payable in connection with the paid price for the Work in accordance with legislation. The Contractor declares that his tax domicile is [fill in the country].
6. The Client undertakes to arrange and pay for his own account the necessary travel costs of the Contractor associated with the completion of the Work, namely the trip to Prague and back and the accommodation in Prague. The price for the Work already includes the other costs of the Contractor.

## **VI**

### **Rights and Obligations of the Client**

1. The Client is entitled to require information concerning the progress of the execution of the subject matter of the Work.

## **VII**

### **Rights and Obligations of the Contractor**

1. The Contractor declares that they have been acquainted with and have had a possibility to clarify with a Client's representative all unclear conditions related to the executed Work.
2. The Contractor is obligated to execute the Work under their own name, at their own expense and at their own risk by the agreed deadline.
3. The Contractor is not allowed to commission the execution of the Work or part thereof to another person.

## **VIII**

### **Collaboration of the Contracting Parties**

1. The Contracting Parties pledge to make a maximum effort to create conditions required for the execution of the Work in accordance with the conditions stipulated in the Contract that result from their contractual position. This applies also in case when this is not explicitly stipulated in the provisions of this Contract.
2. If any of the Contracting Parties is aware of facts that prevent or will prevent them from fulfilling their contractual obligations, they shall inform the other Contracting Party about this fact in writing without delay. The Contracting Parties further pledge to remove without delay all circumstances on their part that prevent them from fulfilling their contractual obligations.

## **IX**

### **Handover and Takeover of Work**

1. On the last day when the Contractor shall complete and hand over the Work under this Contract at the latest, the Contractor will hand over the written part of the Work to the Client.
2. The Work is deemed as handed over duly and in a timely manner when the Evaluation Report consisting of five evaluation reports linked to the Client's faculties and the overall Evaluation

Report is delivered by the Contractor to the Client. In addition to courier and postal services, also means of remote communication technology can be used, e.g. data box, email of the Contracting Parties' contact persons. The Evaluation Report will be handed over on a data storage medium or as a data attachment to a means of remote communication.

3. A handover protocol in writing will be prepared on the handover of the Work to the Client that will be signed by authorized representatives of both Contracting Parties.

## X

### Termination of Contract

1. This Contract can be terminated by agreement, or each Contracting Party has a right to withdraw from the Contract without undue delay in case the other Contracting Party has **substantially** breached the Contract. A substantial breach of the Contract is a violation of an obligation that the Contracting Party knew or must have known about at the time of the conclusion of the Contract that the other Contracting Party would not have concluded had it foreseen such a violation. The effects of the withdrawal from the Contract occur upon the delivery of a notice of withdrawal in writing to the other Contracting Party. A Contracting Party may withdraw from the Contract without undue delay when the conduct of the other Contracting Party clearly indicates that it will substantially breach the Contract and it does not provide, following an appeal by the rightful party, a reasonable assurance that this breach will not happen. A withdrawal from the Contract is without prejudice to the right to have a contractual fine or default interest paid, the right to the compensation of damages or to agreements that, due their nature, bind Contracting Parties also after a withdrawal from the Contract.
2. In case of a withdrawal from the Contract, the Contractor is not eligible to demand any kind of compensation, as the Client is unable to make use of partial execution of the Work.

## XI

### Delivery of Documents

1. Under this Contract, the day of the delivery of a document delivered by the post is the day when the addressee:
  - a. Received the document, or
  - b. Rejected the reception of the document without a legal reason, or
  - c. If the document is deposited at the post office, it is also the last day of the collection deadline regardless of the fact whether the addressee was or was not aware of the document.
2. The Contracting Parties declare that they both agree with using their respective data boxes.
3. The Contracting Parties declare that they both agree with using the Internet for delivery of documents related to operational and operative matters arising from the Contract. To avoid any doubts, the use of electronic communication is not permitted for the delivery of a notice of termination or notice of withdrawal from the Contract. In case of doubts concerning the correctness of information in documents delivered in this manner, each Contracting Party has a right to ask the other Contracting Party to confirm this information in writing using another means of communication.

**XV**  
**Final Provisions**

1. The Contracting Parties have agreed that the relationships arising from the Contract are regulated by Act No. 89/2012 Coll., the Civil Code, as amended.
2. This Contract can be amended and supplemented only by numbered supplements to this Contract that have been signed by both Contracting Parties. Within the meaning of Para 564, the Civil Code, the Contracting Parties explicitly rule out the possibility to amend this Contract in any other manner.
3. This Contract comes into force on the day it is signed by the authorized representatives of both Contracting Parties, and it takes effect on the day it is published in the Contract Register in accordance with Act No. 340/2015 Coll., as amended.
4. This Contract was drawn up in two original copies with the same legal force, of which the Client shall receive one copy and the Contractor shall receive one copy.

**Annexes:**

In Vienna, on 18 June 2020

In Prague, on

Contractor:

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Client: