



Appendix No. 2

Contract for Work and License Agreement

concluded in accordance with Section 2358 et seq. and Section 2586 et seq. of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter the "Agreement")

I. Contractual Parties**1. Client:**

Institute of Sociology of the Czech Academy of Sciences

With its seat at: **Jilská 361/1, 110 00 Prague 1, Czech Republic**

Represented by: RNDr. Tomáš Kostelecký, CSc.

Banking details: Česká národní banka (ČNB), 110 00 Praha 1, Na Příkopě 28

Account No.: 68823011/0710

ID No.: 68378025

VAT No.: CZ68378025

(hereinafter the "Client")

and

2. Contractor:

Zedem Media,

With its seat at: 38 Zenonos Kiteos Street, Offices 11-14, Larnaka, 6022, Cyprus

Represented by: Michalis Kalopaidis

Banking details: Bank of Cyprus

Account No.: IBAN CY24002005530000000102927500

ID No.: HE225546

VAT No.: CY102255460

(hereinafter the "Contractor"; the Client and the Contractor may be referred to jointly as the "Parties")

II. Subject of the Work

1. The purpose of this contract is to create animated videos which the Client will use to execute its tasks under the project GENDER equality in the ERA Community To Innovate policy implementation, ID: 741466 (hereinafter the "GENDERACTION project"), financed by European Commission and to provide a licence for the copyrighted content.





2. In sense of this Agreement and in accordance with the provisions of the Czech Civil Code, the Contractor undertakes to create three animated videos (hereinafter "the Work") on the basis of the Client's instruction (specified in Annex I hereof) and to provide a license to use of the Work according to Article III hereof.
3. The Client undertakes to provide the Contractor the necessary cooperation during the execution of this Agreement and to clarify any of its requirements regarding the Work.

III. License

1. The Contractor shall provide a licence to use the Work worldwide in its original, processed or modified form, as a whole or in part, individually, in a set, or in connection with any other work or elements or included in collection, for the entire period of validity of copyright to each of the copyrighted work.
2. The Contractor shall give its consent also to release, modify, elaborate, and translate the Work, as well as to change of its name or to connect the Work with another work or to include the work in a collection. The Client is entitled to exercise its rights itself or through a third person.
3. The Contractor declares that it is not aware of any rights of third parties related to any subject of intellectual property within the meaning of this Agreement. The Contractor guarantees that the rights provided to the Client, are not and will not be in any way territorially or temporally limited, in particular not in its content or quantity. In case the Contractor breaches the obligations under this paragraph, the Client is entitled to claim damages arising from such a breach.

IV. Deadlines and Delivery Conditions

1. The Contractor is obliged to finish and submit the Work through a cloud of the GENDERACTION project, file called „video tender“ at <https://soudrive.soc.cas.cz/index.php/s/DpYb3CPJEoFwQbx> by the stipulated deadline of 18 December 2020, 12:00 CET.
2. Each work shall be deemed to have been fully completed once submitted and approved by the Client via email.
3. In the event the Contractor is in delay with the execution of the Work and fails to submit the Work according to the schedule specified in Section 1 of this Article, the Contractor shall be obliged to pay the Client a contractual fine in an amount of 0.05% from the bid price for each day of delay with submission of the Work.
4. The Client is entitled to terminate this Agreement in the event the Contractor is in delay with a submission of the Work for more than one month.

V. Payment Terms

1. The final price for the execution of the works and providing licence according to Article III is EUR **13,500.00** The Client shall pay the price in two (2) instalments; the first instalment shall be payable after the approval of the storyboards by the Client for all the three videos in an amount of 30 % of the price; the remaining 70 % of the price shall be payable after the successful submission and approval of the Work by the



Client. The Contractor shall deliver the two invoices after the submission and approval of the storyboards and the three works. In the event the Client is in delay with the payment, the Client shall be obliged to pay the Contractor a contractual fine in the amount of 0.05% from the Price for each day of delay.

2. The Contractor is entitled to terminate the Agreement in the event the Client is in delay with the payment for more than two months.

VI. Final Provisions

1. The Contractor shall be obliged to provide any and all necessary cooperation in the event of any control or audit related to the GENDERACTION project, in particular audits and controls executed by the European Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF). The Contractor shall oblige all its subcontractors involved in the performance of this Agreement to provide the same level of cooperation.
2. This Agreement and all legal relations arising herefrom shall be governed exclusively by the laws and regulations of the Czech Republic.
3. The Parties acknowledge and recognise that areas not explicitly regulated herein shall be regulated by the respective provisions of the Czech Civil Code.
4. Any and all disputes arising in connection herewith, including any disputes relating to the validity hereof and consequences of any potential invalid provisions, shall be resolved by the Parties by negotiations. In cases where a dispute cannot be resolved amicably, such a dispute shall be decided upon a motion of one of the Parties by a competent court in the Czech Republic. The jurisdiction of the Czech courts shall be exclusive.
5. This Agreement becomes valid and comes into force on the date of its signature by the authorised representatives of both Parties.
6. The Parties agree on publishing this Agreement according to Act No. 340/2015 Coll.
7. This Agreement may be amended or modified exclusively in the form of written and numbered amendments specifying the time and place thereof and signed by the authorised representatives of the Parties. In accordance with Sec. 564 of the Czech Civil Code, the Parties explicitly exclude executing amendments hereto in any other manner or form.

In on

In Larnaka, Cyprus. On 17 / 9 / 2020

On behalf of: Institute of Sociology of the Czech
Academy of Sciences

On behalf of: Zedem Media

Name: RNDr. Tomáš Kostecký, Csc.
Function: director

Name: Michalis Kalopaidis
Function: Director



Annex I

Specification of the Work

(1) Basic parameters of the bid

The subject of the tender is the processing of three short animated videos. Requested are two types of processing the assigned topics – Version 1 for Theme No. 1 and 2 and Version 2 for Theme No. 3. For each requested video, a reference video is provided in terms of the requested complexity of animation.

Length of each video: 1.5 - 2 minutes.

Voiceover: in English, all videos will alternate between male and female voices.

Target group: people working in EU member states in ministries, research funding agencies or senior positions in research organisations (these are not popularization videos for students or the general public).

a. Version 1

a.i. Link to the referential video / preferred video processing:
<https://www.youtube.com/watch?v=CHfWQHJ4VeM>

a.ii. Theme 1: Why we need gender in the ERA

a.iii. Theme 2: Guidelines on Criteria of Good Practice for Strengthening the Implementation of ERA Priority 4

b. Version 2

b.i. Link to the referential video / preferred video processing:
<https://www.zedemanimations.com/portfolio/yenesis/>

b.ii. Theme 3: The role of Funding Agencies in the promotion of Gender Equality in R&I

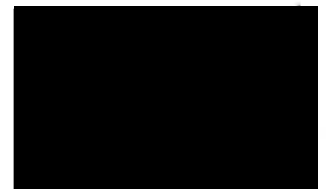
(2) Schedule

- a. Deadline for bid submission: 31. 8. 2020 at 12:00 a.m. CET.
- b. Deadline for announcing the tender results: 4 September 2020 at 12:00 a.m. CET.
- c. Deadline for signing the cooperation contract: 18 September 2020 at 12:00 a.m. CET.
- d. Deadline for handing over all three videos to the contracting authority: 18 December 2020 at 12:00 a.m. CET.

The Contractor shall submit a more detailed schedule proposal of the tender contract based on the deadlines set by the contracting authority above.

(3) The subject of the Contractor's activities will be the following:

- a. script design, including support for the client in the preparation of key video messages, in close cooperation with the client,





- b. creating a storyboard,
- c. creating an illustration / animation,
- d. creating a soundtrack - voiceover, music,
- e. inclusion of the final sequence, which will contain the mandatory publicity requirements, ie information about the EU funding provided for the production of the videos and disclaimer information.

(4) The Institute of Sociology of the Academy of Sciences of the Czech Republic, public research institution, shall provide the following to the tenderers:

- a. background PDF documents,
- b. draft main messages based on the relevant PDF documents,
- c. project graphic manual,
- d. reference videos to illustrate client preferences.

(5) The Supplier shall hand over as a result of the work:

- a. 3 videos approved by the contracting authority on the assigned topics via the GENDERACTION project repository in the "video tender" folder at <https://soudrive.soc.cas.cz/index.php/s/DpYb3CPJEoFwQbx>.
- b. In the case of using a unifying graphic element for all videos, the customer requires the submission of a graphic manual in order to be able to use such an element in other project materials.

