

Contract Agreement on the Realisation of KYRGYZSTAN Summer School 2021

between

American University of Central Asia (AUCA)

(Fund Holder)

Represented by

Dr. Chingiz Shamshiev

7/6 Aaly Tokombaev street

Bishkek

Kyrgyzstan 720060

and

Czech University of Life Sciences Prague (CZU)

PEF ČZU – Faculty of Economics and Management

(Fund Provider)

Represented by

prof. Ing. Petr Sklenička, CSc., rector

At Kamýcká 129, Prague – Suchbát

Czech Republic

ID No 60460709

(Fund Holder and Fund Provider referred to also as the „Contracting Parties“ or „Parties“)

I. Responsibilities

The Fund Holder agrees to organize and carry out the "School of Summer Studies in Kyrgyzstan 2021" for 20 students (participants) plus the Resident Directors, from July 19 to August 8, 2021. The contract agreement covers lectures, seminars, organization work and coordination, accommodation (13 nights), catering (10 breakfasts and 8 lunches, welcome dinner, graduation dinner).

The CZU will be responsible for covering the total cost of the program defined in section II., selecting the students and making the travel arrangements for the students to and from Czech Republic. CZU will also ensure the students are oriented, have medical insurance and understand the expectations both institutions have for participants in the programme.

Participants will be responsible for incidental expenses; all meals, lodging and transportation for non-programme sponsored trips made during the course of the programme; airfare to/from Kyrgyzstan.

In view of the still current pandemic of COVID 19, the parties have agreed that in the event of a reduction of the number of participants due to a disease of the participants or a positive test for COVID 19, 70% from per student cost paid by the CZU for the student not attending the programme (calculated on the basis of the total price referred in the Article II) will be refunded to the CZU, according to the actual number of participants in the programme.

In the case that government or other office of Kyrgyzstan will forbid travelling to Kyrgyzstan, the parties have agreed, that this contract will be terminated and Fund holder is obliged to refund the whole price stipulated below in Article II without any delay to CZU.

II. The Price

The Fund Holder is obliged to complete the study programme agreed upon in the Contract within the following time, period July 19, 2021 – August 8, 2021.

Total price: 9,020 EUR

The person responsible for managing this grant will be Aselia Umetalieva, Head of International Student Office.

III. The Workplace

The programme will take place at the American University of Central Asia, Kyrgyzstan.

IV. The Payment Conditions

The price will be paid in full prior of the study programme (June 30, 2021 at the latest) via bank transfer to the AUCA Bank Account by CZU.

Beneficiary name: American University -Central Asia

Beneficiary account: 1280016003834846

Beneficiary bank: Kyrgyz Investment and Credit Bank, Bishkek, Kyrgyzstan

SWIFT: KICB KG 22

Correspondent Bank:

Raiffeisen Bank International AG

Am Stadtpark 9, 1030 Vienna, Austria

SWIFT: xxxx

Account # of KICB: xxxx

Intermediary Bank of Raiffeisen Bank: xxxx, New York, USA SWIFT: xxxx

In the case of refundation, as it is stipulated above, the proportional part of the price will be paid via bank transfer to the CZU immediately after finishing of the programme (August 8, 2021).

V. Final Provisions

The relations of Parties are governed by Czech law. Matters which are not specifically dealt with this contract are solved in accordance with the provisions of the Civil Code and other binding legal provisions, applicable within Czech law.

Any changes or amendments to this Contract are possible only on the basis of a written agreement of the Parties. Addendums to the Contract must be dated, numbered and signed by both Parties.

If the reason of for invalidating the Contract is based solely on specific provisions of this Contract, only the specific provisions may be invalidated, provided that from their character, contents or circumstances, in which they

were agreed upon, cannot be separated from the remaining contents of the Contract.

Parties will always strive to solve any occurring disputes, arising from this Contract, on an amiable basis. In the event that these disputes cannot be solved on an amiable basis within 30 work days, after the other party had been notified, each party is entitled to refer the matter to the relevant legal court.

The contract is drawn up in 3 (three) identical copies, each copy having the value of the original. Fund Holder will receive 1 (one) and Fund Provider 2 (two) identical copies of the Contract.

This Contract shall enter into force on the date of signature of the Contract by authorized representatives of both Parties and effective on the date of publication of the Contract in the Register of Contracts in accordance with Act No. 340/2015 Coll., on special conditions for effectiveness of certain contracts, publishing of such Contracts and register of contracts (the Law ~~on Register of Contracts~~), as amended.

The Fund Holder agrees wholeheartedly with the publication of the full text of this Contract so that this Contract can be deemed information provided pursuant to Act No. 106/1999 Coll., on Freedom Access to Information, as amended and Act No. 340/2015 Coll., on register of contracts, as amended.

The Fund Holder is aware and agrees with the fact that it is a person bound by the duty of financial control, in accordance with Art.2, Letter e) of the ACTCT NOO. 320/2001 Coll., as amended. The Fund Holder is obliged to fulfill all conditions which are related to his person as stipulated in the abovementioned Act.

The Parties declare that before signing hereunder they have read the Contract and unreservedly agree to its contents. The Contract is an expression of their true, genuine, free and serious will. The proof of the authenticity and veracity of these statements to be provided by the authorized representatives of the Parties in the form of their signatures.

Signed in Prague
22-06-2021
(Date)

Signed in Bishkek.....
June 4, 2021
(Date)

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The Representative of Fund Provider
prof. Ing. Petr Sklenička, CSc.,
rector

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The Representative of Fund Holder
Dr. Chin giz Shamshiev
Vice President - Chief Operating Officer