

Contract Agreement on the Realisation of Grant Project NEPAL Summer School 2021

between

Fine Education Foundation Pvt. Ltd.

Represented by Ing. Chhabi Lal Kandel, International Relations Executive
Shanta Marga House No 80/52, Kamaladi, Kathmandu, Nepal
Company Registration Number: 303085869

(also as "Grant Holder")

and

Czech University of Life Sciences Prague

Represented by prof. Ing. Petr Sklenička, CSc., Rector
At Kamýcká 129, 165 00 Prague – Suchbát, Czech Republic
ID No: 60460709

(also as "Grant Provider" or "CZU")

(Grant Holder and Grant Provider referred to also as the „Contracting Parties" or „Parties")

I. Responsibilities

1. The Grant Holder agrees to organize and carry out in full the "School of Summer Studies in Nepal 2021" for 21 students (participants) plus one Resident Director, from September 14 to October 01, 2021.
2. The contract agreement covers twelve 90-minute lectures at Kathmandu University – School of Management, seminars and specialised excursions, organization work and coordination, accommodation (18 nights), catering (17 breakfasts, 17 lunches, 11 dinners), excursions (including transport), permits, interpreting and guiding. The Grant Holder also agrees to organize and carry out airport transfers for all the participants from the airport arriving on September 14, 2021.
3. The CZU will be responsible for 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 which covers possible cases with COVID-19 and understand the expectations both institutions have for participants in the programme.
4. 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 Nepal.
5. 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 or injury of the participants or a positive test for COVID 19, 85% from per student cost of the price referred in the Article II will be refunded to the CZU, according to the actual number of participants in the programme.

6. In the case that government or other office of Nepal or the Czech Republic will forbid travelling to Nepal, the parties have agreed, that this contract will be terminated and Grant holder is obliged to refund the whole price stipulated below in Article II without any delay (within one week at the latest) to CZU.

II. The Price

1. The Grant Holder is obliged to complete the study programme agreed upon in the Contract within the following time, period September 14, 2021 – October 01, 2021. Total price: 27 279 EUR.
2. The person responsible for managing this grant will be Mr. Raju Nepali, Managing Director of the Fine Education Foundation Pvt. Ltd.

III. The Workplace

The programme will take place at the Kathmandu University, Nepal and in other places in Nepal according to the programme (e.g. field trips).

IV. The Payment Conditions

The price will be paid in full prior of the study programme (August 31, 2021 at the latest) via bank transfer to the Fine Education Foundation Pvt. Ltd Bank Account by CZU.

Account name: Fine Education Foundation Pvt. Ltd
Account number: 3041052383252401
Bank Name: NIC ASIA Bank Limited
Bank Address: Bishal Bazar, New Road, Kathmandu, Nepal
SWIFT code: NICENPKA
Company Registration Number: 303085869

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 (October 1, 2021).

V. Final Provisions

1. 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.
2. Any changes or amendments to this Contract are possible only on the basis of a written agreement of the Parties. Addenda to the Contract must be dated, numbered and signed by both Parties.
3. 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.

4. 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.
5. The contract is drawn up in 4 (four) identical copies, each copy having the value of the original. Each party will receive 2 (two) identical copies of the Contract.
6. 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.
7. The Grant 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.
8. The Grant 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 Act No. 320/2001 Coll., as amended. The Grant Holder is obliged to fulfill all conditions which are related to his person as stipulated in the above mentioned Act.
9. The Parties declare that before signing hereunder they have read the Contract and unreservedly agree to its contents. The Contract is and expression of their true, genuine, free and serious will. The proof of the authenticity and veracity of these statement to be provided by the authorized representatives of the Parties in the form of their signatures.

Signed in Prague on

Signed in on

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The Representative of Grant Provider
Prof. Ing. Petr Sklenička, CSc.,
Rector

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The Representative of Grant Holder
Ing. Chhabi Lal Kandel
International Relations Executive