

Contract for Creation and Use of an Author's Work

International Peer-Review Assessment of EXCELES Programme (Public Research & Development Support for Priority Areas of Medical Sciences and Related Social Sciences) in 2022

External Review Report

Ref. No.: MSMT-557/2022-14-11

The Czech Republic – Ministry of Education, Youth and Sports

Address: Karmelitská 529/5, 118 12 Prague 1 – Malá Strana,

ID: 00022985,

According to the Organisation Chart of the Ministry of Education, Youth and Sports, represented by **Ms Jana Říhová**, Director of Department of University and Research Support,

(hereinafter referred to as the “**Client**”),

and

Mr Michal Konšťacký

Date of birth: xxxxx

Place of residence: xxxxx

Bank account:

IBAN: xxxxx

Name of the bank: Československá obchodní banka, a. s.

Branch name: -

BIC / SWIFT: CEKOCZPP

Account name: xxxxx

Currency: CZK

(hereinafter referred to as the “**Author**”),

Conclude, pursuant to the Act No. 89/2012 Coll., the Civil Code, as amended, and pursuant to the Act No. 121/2000 Coll., the Copyright Act, as amended, this Contract as a basis, on which Author undertakes to create for Client the copyright work specified below, and to grant exclusive licence to it to use the work (hereinafter referred to as the “**Contract**”).

Article I Definition of the Work

The work takes the form of an assessment in writing of EXCELES programme project/s:

- **Point prevalence study of healthcare associated infections in acute care at the level of the regional hospital;**
- **National Institute for Research on Cardiovascular Diseases Related to Metabolic Diseases of Diabetes and Obesity;**

(hereinafter referred to as the **“Project”**), performed in conformity with the instructions given by Client and in accordance with the structure of the external review report template provided by Client (hereinafter referred to as the **“Work”**). If more than one Project has been assigned to Author for the review, the provisions of the Contract apply to all these Projects equally, even if a singular form is used in the text of the Contract. In such a case, the Work means completion and handover of the external review reports to all these Projects. Client acquires the exclusive licence to use the final Work. Author is entitled to receive a reward in accordance with the Article IV of the Contract.

Article II Terms for the Creation and Handover of the Work

- 1) The basis for the performance of the Work is EXCELES programme Project proposal documentation or other necessary documents provided to Author by Client. The Work consists in completing the external review report template provided to Author by Client. The Work is the result of Author’s unique experience and creative performance. Author is allowed to assign the completion of the Work to the third person with a prior written consent by Client only.
- 3) The deadline for completion and handover of the Work is **15th March 2022**. Acceptance of the Work will be confirmed in writing.

Article III Obligations of the Contracting Parties

- 1) Author is obliged to:
 - Perform the Work in line with the instructions given by Client, in accordance with the structure of the external review report template provided by Client, and in conformity with the deadline for completion and handover of the Work;
 - Proceed with the performance of the Work independently, impartially, objectively, carefully and with a highly professional approach;
 - Inform Client immediately if any circumstance that could affect his/her independence, impartiality, objectivity or carefulness in processing the performance of the Work appears;
 - Notify Client about obstacles arising during the performance of the Work, in particular in the case of not being able to complete and handover the Work within the stipulated deadline for completion and handover of the Work;
 - Maintain confidentiality of all facts learned during the performance of the Work, which aren’t publicly available or which Client explicitly designates as confidential;
 - Declare the reward in the domestic statement of revenues for the tax purposes.

2) Client is obliged to:

- Provide Author with all the cooperation necessary to carry out the Work, in particular provide him/her with the necessary documentation;
- Provide remuneration in accordance with the Article IV of the Contract.

Article IV Author's Reward

- 1) For the completion and handover of the Work and for granting of the exclusive licence to its use, Client will provide Author with a remuneration in the amount of **CZK 30.000 per each Project assigned for the assessment by Author, i.e. CZK 60.000 in total**. The amount includes the rights of Client to use the property rights to the Work defined by the Contract. Author is not a VAT payer in the Czech Republic.
- 2) The remuneration is payable by the end of the calendar month following the month, in which the Work was handed over to Client.
- 3) If, after the conclusion of the Contract, the Author waives the right to remuneration for Work or any part thereof, the Author's obligation to create the Work and to grant the Client an exclusive licence in the scope, manner and within the term of this Contract shall not cease.

Article V Licence

- 1) Simultaneously with the handover of the Work, Author grants Client an exclusive licence to make use of the Work according to the provisions of Section 2358 et seq. of the Civil Code. Client has the right to use the Work at its own discretion, provide it to third parties, distribute it in its entirety and in the form of excerpts, and make copies of the Work. Author isn't entitled to provide the Work or excerpts from it to third parties without prior consent by Client.
- 2) If the Work is published, Author has the right to have his/her name mentioned, as well as to protect his/her other rights under the Civil Code and the Copyright Act, and international copyright treaties and agreements.
- 3) If the Author waives the right to remuneration for the granting of the license after the conclusion of the Contract, it is agreed that the license under Article V is granted free of charge.

Article VI Final Provisions

- 1) The Contract and legal relations between Author and Client are governed by the law of the Czech Republic and international treaties and agreements on copyright. Disputes arisen from the Contract belong to the jurisdiction of courts of the Czech Republic.
- 2) Ms Jana Říhová, Director of Department of University and Research Support, is entrusted to negotiate terms and changes of the Contract on behalf of Client, unless explicitly stated otherwise by Client.
- 3) The Contract may be amended in written. In such a case, numbered amendments have to be signed both by Author and Client.

4) The Contract is being signed in two copies, of which both Author and Client will receive one copy.

In Prague, on February 24, 2022,

In Horgen, on March 11, 2022,

On behalf of Client:

Author:

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