

Contract on the Provision of Services
concluded pursuant to Section 1746 par. 2 of the Civil Code (Act No. 89/2012 Coll. as amended) (hereinafter referred to as the “Contract”)

between the following Contracting Parties:

National Library of Technology
Technická 2710/6
160 80 Praha 6 - Dejvice
Identification No.: 61387142
Represented by: Martin Svoboda, director

(hereinafter referred to as the “**Commissioner**”)

and

Name: Teri Oaks Gallaway
Address: 25738 Lewis Way, Stevenson Ranch, CA 91381, USA

Identification No.: [REDACTED]

E-mail: [REDACTED]

Pay to: [REDACTED]

Bank Account: [REDACTED]

IBAN: [REDACTED]

BIC: [REDACTED]

(hereinafter referred to as the “**Provider**”)

(Commissioner and Provider hereinafter referred to as the “**Contracting Parties**”)



I.

Subject Matter of the Contract, Services of the Provider

1. The Provider hereby undertakes to provide in person hereunder agreed services to the Commissioner under conditions stipulated by this Contract. The Commissioner undertakes to provide the necessary cooperation and to pay for proper and in time provided services the contractual price pursuant to Article II of the Contract.
2. The subject matter or result of the Provider's activities shall be as follows:
 - Preparation of the presentation for the CzechELib final conference and communication with the client
 - Participation and active presentation at the CzechELib final conference
 - Consultations for programme committee members and CEL participants
3. The Provider declares that he is professionally entitled and able to provide to the Commissioner the aforementioned services to the required extent and according to the agreed terms. The Provider shall not be entitled to provide services under this Contract to the Commissioner via third parties.
4. The Provider shall be obliged to provide the Commissioner with a Declaration of Provided Services where he shall list all activities he has carried out under this Contract, including their duration. The Declaration shall be dated and signed by the Provider and shall be submitted to the Commissioner following the proper provision of a services and taking the services result over / after each month of provision of the services under this Contract.
5. Services stated in Article I(2) of the Contract shall be ordered from the Provider by Martin Svoboda on behalf of the Commissioner (a representative of the National Library of Technology). The results of a duly provided service shall be received, an inspection of material and time correctness and quality of the services shall be performed and the Declaration of Provided Services pursuant to Article I(4) of the Contract shall be approved by Lenka Zmeková.
6. Services/activities under this Contract shall be performed on the basis of the Commissioner's requirements and instructions issued orally, in writing, by telephone or e-mail, on the basis of an agreement with the Provider; in the case of a unilateral request of the Commissioner, it is considered binding.
7. The Provider shall provide the services/activities under this Contract in accordance with the Commissioner's requirements, responsibly, honestly, properly, in accordance with his professional knowledge, in order to obtain the desired result of his activity and in accordance with the anticipated requirements of the Commissioner, in accordance with generally known technical and development standards, in accordance with the applicable and effective legal regulations and in the accordance with the interests of the Commissioner, and will take notice of fact that the Commissioner's reputation is not damaged and that any damage/loss to the Commissioner is caused.
8. The Provider shall be obliged to enable the Commissioner or the third person to carry out an inspection of public funds on the basis of documents and to the extent necessary to verify a given operation.

9. The Commissioner shall be obliged to give the Provider source materials necessary to carry out his activities under this Contract. If the Provider is unable to continue to provide services without any information and documentation of the Commissioner, he is obliged to request them without delay.

II.

Price and Payment Terms and Conditions

1. The price for the services shall be agreed in the total amount of 54 000 CZK, 1 500 CZK per hour including VAT to the maximum extent of 36 hours and shall be paid by a credit transfer to the Provider's bank account stated above in the Contract within 21 working days from the approval of a Declaration of Provided Services by the Commissioner.
2. If the Provider carries out activities pursuant to this Contract within the framework of his business activities, he shall be obliged to deliver an invoice to the Commissioner. Such invoice must fulfil all the requirements pursuant to the tax and accounting regulations for a tax document, i.e. invoice. The maturity of an invoice shall be (the price under this Contract shall be paid within) 21 working days from the verifiable delivery of a duly issued invoice to the Commissioner.
3. The Declaration of Provided Services shall be approved by the Commissioner within 7 working days of its verifiable delivery. If the Provider carries out activities under this Contract within the framework of his business activities, the Provider is entitled to issue an invoice only based on an approved Declaration of provided Services.
4. The Provider shall be obliged to report the remuneration received under this Contract as an income in his tax return.
5. The debiting of the amount from the Commissioner's bank account shall be deemed as the payment date.
6. Remuneration under this Contract automatically includes remuneration for the granting of all rights and for the observance of confidentiality under this Contract. Provider is not entitled to any other payments from this title. The remuneration is negotiated as a fixed, final one and includes all work and supplies, services, costs, fees, taxes, payments and performances whose (expenditure) are required to be carried out permanently or temporarily to carry out an activity/provide the services under this Contract. Unless expressly stated otherwise in this Contract, remuneration includes all that is necessary for the proper performance of the activity/provision of the services. The Provider is not entitled to any additional payments beyond the agreed remuneration (price) under this Contract.
7. The Provider is entitled for reimbursement of costs related to the foreign or national business trip (accommodation, travel expenses, meal expenses), if this trip has been approved by the Commissioner and the Contracting Parties have agreed on this trip. The Provider is obliged to request an approval of the Commissioner within a reasonable time in advance. The costs of such a trip shall be reimbursed according to the rules governing the per diems amounts, in the amounts adjusted to the European Commission for External Workers.



8. By the activities under this Contract/By providing services under this Contract, respectively by the termination of the activity/services and by the origin of the work, all the ownership or other rights (license) deriving from the activity/services of the Provider are transferred to the Commissioner.

III.

Place and Period of Performance

1. The place of performance shall be the Commissioner's registered office or other locations according to the Commissioner's instructions.
2. The period of the provision of services listed in Article I(2) of the Contract shall be agreed as follows: from 10. 10. 2022 until 14. 10. 2022.

IV.

Rights and Obligations of the Contracting Parties

1. The Provider is obliged to inform the Commissioner without any delay of any changes that might affect the subject, quality and extent of the Provider's services under this Contract during the performance of this Contract. The Provider is obliged to notify the Commissioner without any delay of any facts that could cause loss to the Commissioner.
2. The Provider undertakes to refrain from any action that could lead to a conflict of interest between the Commissioner and Provider's personal interests, in particular not to abuse information acquired in connection with the performance under this Contract for the benefit of one's own or someone else's.
3. The Commissioner is entitled to continuously check the Provider's activity and request partial outputs or justifications. If the Commissioner finds out that the Provider is in breach of his obligations, he may require the Provider to provide remedy and to perform the activities properly. If the Provider fails to do remedy within a reasonable time, the Commissioner is entitled to withdraw from the Contract.
4. The Provider is not entitled to assign any rights, claims and obligations arising out under this Contract or in connection with this Contract or this Contract in a whole nor to make any legal action resulting in the transfer or transition of rights or obligations under this Contract to any third person (even partially) without the prior written consent of the Commissioner.
5. The Provider is obliged to maintain confidentiality about all the facts he learns in connection with the fulfilment of this Contract, so called all information, facts, know-how and data, especially (but not exclusively) technical, financial, commercial and legal nature, information on business activities, intentions, development plans, ongoing activities of the Commissioner, the Commissioner's working environment, the marketing, products, services, customers, business partners or investors of the



Contracting Party, regardless of how the information was obtained (hereinafter referred to as the "Confidential information"). Confidential information covered by the obligations under this Contract means also the content and existence of this Contract and other contracts or agreements that may be concluded between the Contracting Parties, including their amendments and circumstances of their conclusion, content and the existence of business negotiations and any related negotiations, communications and materials relating to this Contract. Confidential information is all information irrespective of whether or not constitute the business secret of the Commissioner.

6. No disclosure or provision of any Confidential information by the Commissioner may in any case be deemed as the transfer of ownership of any Confidential Information or as a grant of a license or sub-license to the Provider in respect of any Confidential information.
7. The Provider shall undertake to:
 - in respect of Confidential information refrain from any act of disclosure, unauthorized use, provision, disclosure, reproduction, distribution, alteration, destruction, loss or otherwise to abuse Confidential information and to protect Confidential information from disclosure, unauthorized use, reproduction or dissemination, and to protect them in such a way as to prevent their alteration, destruction, loss or other misuse, with at least the kind of care that is common;
 - not use any materials or Confidential information, their content and material media on which they are captured for any purpose other than the performance of this Contract and shall not make it available to a third party without the prior written consent of the Commissioner;
 - adopt such measures as to prevent the disclosure of the Confidential information to third parties in connection with his activities described or contemplated by this Contract.
8. In the event of breach of the obligations stated in Article IV(5) - (7) of this Contract, the Provider undertakes to pay to the Commissioner a contractual penalty of CZK 100.000 (in words: one hundred thousand Czech crowns) for each individual violation. Provisions on the contractual penalty or its payment do not exclude or limit entitlement to demand compensations for damages and do not limit the exercise of entitlement to demand compensations for damages in the whole extension. The Provider shall pay the contractual penalty within 15 days after a delivery of notice from the Commissioner.
9. This Contract does not entitle the Provider to represent the Commissioner or act on behalf or on account of Commissioner. Otherwise, it is necessary to have an explicit mandate of the Commissioner, thus to issue the required power of attorney.

V.

Ownership, copyright, and industrial rights

1. All reports, protocols, surveys, and other documents that the Provider has made for the Commissioner pursuant to this Contract shall be the sole property of the Commissioner. Remuneration under this Contract includes the fee for the execution of these documents.



2. In the event of the production of a work under this Contract pursuant to Act No. 89/2012 Coll., Civil Code, as amended or other relevant regulation (hereinafter referred to as the "Work"), the Contracting Parties agree that the owner of the Work, including all its parts and accessories, is the Commissioner.
3. The Provider is not obliged to provide any results of any Work done in accordance with this Contract to any third party without the prior written consent of the Commissioner.
4. In the event that the Provider within fulfilling the subject matter of this Contract will create a work that will meet the features of the author's work/copyright work under the Copyright Act or any other intellectual property right in the sense of the relevant generally binding legal regulation, the Contracting Parties have agreed as follows:
 - a) The Provider hereby grants the Commissioner the right/consent to exercise all the property copyrights to the author's work or to other intellectual property rights created or acquired in relation with the provision of the services under this Contract and by the signing this Contract assigns to the Commissioner a license for unlimited temporal or territorial performance of all rights to copyright works or other intellectual property rights (hereinafter referred to as "license") arising out of the performance of the subject matter of this Contract. The Provider warrants that is not in any way limited to the granting of this right corresponding to the licensed license he has acquired or obtained from other authors. In order to avoid any doubt, the authors work shall mean in the context of this Contract any unique result or unique results of the creative activity of the author or authors that will be made under or in connection with this Contract through performance by the Provider and which will be expressed in an objectively perceivable form;
 - b) The Provider grants to the Commissioner an exclusive license to an unlimited extent, in all possible ways of use known on the day of the conclusion of this Contract and on the day the license is granted. License under this Contract is granted without limitation to the quantity and the territory and to the duration of the copyright rights of the work;
 - c) The Commissioner is not obliged to use the license;
 - d) The Provider is not authorized to grant a license to a third person and is obliged to refrain from exercising the right to use the work in any way he has granted the license;
 - e) The Provider grants the Commissioner the right to provide sublicenses for the use of the work to third parties and consent to the assignment/transfer of the license;
 - f) The Commissioner does not need to indicate the name of the Provider on the distributed work or intellectual property and the Provider grants the Commissioner the consent to any modifications and alterations of the work, the connection of the work with other works, etc.;
5. The work under this Contract mean the Work under the Civil Code and author's work/copyright.
6. If the Provider has used or will use an existing work as a part of his created work under this Contract, he is obliged to conclude with the author or copyright holder related to such work a license agreement with the right to grant a sublicense license to the Commissioner for use and also with the right to grant a sublicense and the Provider is obliged to prove it this to the Commissioner.

7. The Commissioner is entitled to provide industrial legal protection for a work/intellectual property rights arising out of this Contract or for a part of such work/rights. The Provider is obliged to provide Commissioner all the necessary assistance for this.
8. The Provider is obliged to provide the Commissioner all the documents and data necessary for the subsequent use of the work/intellectual property originated under this Contract after the handing over of any such work/intellectual property, otherwise the work is not deemed to have been handed over properly.
9. All press, photographic and technical data or documents, as well as all materials originated in relation with provision of services under this Contract or parts thereof, are the exclusive property of the Commissioner and the Provider undertakes to pass on all these documents together with transmission/hand over of the work or in the case of termination of activities under this Contract.
10. If any of the statements contained in this Article of the Contract appear to be untrue or the Provider breaches any of the obligations specified in this Article of the Contract, the Provider is obliged to pay contractual fine of CZK 100.000 (in words: one hundred Czech Crowns) for each individual case. The contractual penalty has no effect on the Commissioner's claim for damages in its entirety. The Provider shall pay the contractual penalty within 15 days after a delivery of notice from the Commissioner.

VI.

Duration of the Contract

1. This Contract shall be concluded for a fixed period of time stated above.
2. This Contract shall come into force and effect as of the date of its signing by both Contracting Parties.
3. The Commissioner is entitled to withdraw from the Contract in the cases specified in the respective laws and in the event the Provider shall not comply with this Contract, shall act contrary to the instructions of the Commissioner or otherwise violate the obligations under this Contract.
4. The Provider is entitled to withdraw from the Contract in the case if the Commissioner fails to pay the due remuneration to the Provider, even in the additional provided period.
5. The relationship established by this Contract can be terminated by a written notice of the termination by one of Contracting Parties. The notice period shall be two months and shall commence on the first day of the month following the date of delivery of the notice of the termination to the other Contracting party.
6. Early termination of this Contract shall not affect the Commissioner's claims to remedy any defects of the work or of any results of Provider's activities or to claim any damages or contractual penalty that arise before or after the termination of the Contract as a result of the Provider's performance under this Contract. Early termination of this Contract is also without prejudice to the rights granted by the Provider to the Commissioner to the work or intellectual property, and the duration of the provisions



which must, having regard to their purpose, continue even after the termination of this Contract.

7. The Contracting Parties agree that upon termination of this Contract the Provider is obliged to cease to use all Confidential information and documents and is obliged to return all information, media, documents and software within 10 calendar days from its termination or to erase or destroy them if the Commissioner do not require to return them.

VII.

Final Provisions

1. All notifications or other communication related to this Contract shall be delivered to the other Contracting Party in person, via a postal service, by phone or by fax to contact details stated in the introduction of this Contract or, if it is agreed by the Contracting Parties, by e-mail to the following email address: [REDACTED] All notices relating to the duration of this Contract, its violation, the occurrence of loss or other serious facts must be in writing.
2. Each of the Contracting Parties shall be obliged notify the other Contracting Party without undue delay of a change of the delivery address or other significant data related to the performance of this Contract.
3. This Contract may be amended or supplemented only by means of written amendments. Other arrangements shall be invalid. Negotiation through electronic devices is not considered as written form for the purpose of change or cancellation of this Contract.
4. This Contract and all the relationships and legal inquiries not expressly regulated by this Contract shall be governed by the Czech laws, in particular by the Act No. 89/2012 Coll., the Civil Code, as amended and other valid legal regulations of the Czech Republic. The Contracting Parties agree that all acts arising under this Contract and related to this Contract shall be governed by the laws of the Czech Republic.
5. To the legal relations between the Contracting Parties established by this Contract or in connection with, will not be applied any practice established between the Contracting Parties or practices that are common in general or in sectors related to the subject of performance under this Contract or the legal relationships arising in connection with this Contract.
6. This Contract comprises the entire agreement of the Contracting Parties regarding the subject hereof and supersedes any and all other agreements made with respect to the subject hereof, whether written or verbal.
7. Should any of the Contracting Parties take no notice of or disregard any lack of performance under, breach of, or delay or non-compliance with any obligation arising hereunder, then such conduct shall not imply waiver of such obligation with regard to continued or subsequent failure to perform, breach or non-compliance, and any such waiver shall not be considered effective, unless given in writing for each individual instance.



8. If any provision of this Contract shall become void or unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected. The Contracting Parties shall replace the void or unenforceable provision by a new provision, the wording of which shall correspond to the intent embodied by the original provision and this Contract as a whole.
9. The Contracting Parties state that this Contract has been drawn up in accordance with their own true and free will, under no duress and/or disadvantageous conditions. The Contracting Parties declare that they have read the Contract, agree with its content and in witness whereof they attach their signatures to it.
10. This Contract shall be executed in three counterparts, of which the Commissioner shall receive two and the Provider shall receive one upon signing the Contract.
11. Attachment No. 1 – Declaration of Provided Services attached to this Contract shall constitute an integral part hereof.

In Prague on 10 October 2022

[Redacted signature area]

Commissioner

Provider



Annex No. 1

First name, family name	Teri Oaks Gallaway
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Address	25738 Lewis Way, Stevenson Ranch, CA 91381, USA
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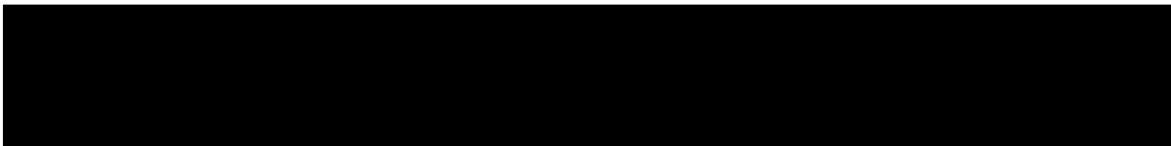
Declaration of Provided Services

National Library of Technology

Technická 2710/6, 160 80 Praha 6 – Dejvice, Identification No.: 61387142

Period	10. 10. - 14. 10. 2022
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Date	Activity	Number of Hours Worked
10. 10.	Preparation of the presentation for the CzechELib final conference and communication with the client	10
13. 10.	Participation and active presentation at the CzechELib final conference	10
10. - 14. 10.	Consultations for programme committee members and CEL participants	16
Total		36



Signature

