

### Národní ústav duševního zdraví, p.o.

ID no.: 000 23 752 *>*

with its registered office at Topolová 748, 250 67 Klecany represented by Statutory organ **PhDr. Petr Winkler, Ph.O.,** Director hereinafter referred to as ***"NUDZ" or "Requester"***

and

### Viktoriia Gorbunova

date of birth **smazáno**

permanent residence addres **smazáno**

hereinafter referred to as the ***"Provider"***

have concluded this

**Cooperation Agreement**

(hereinafter referred to as the "Agreement")

 *I*

pursuant to the provisions of Section 1746 ss. 2 *et seq.* of Act no. 89/2012 Coll., Civil Code, as amended.

I

### Contracting Parties

1. NUDZ is an institution receiving contributions from the State Budget, the promoter of which is the Ministry of Public Health of the Czech Republic.
2. The Provider is a natural entity with the permanent residence address at \_ \_ \_ \_ \_ \_ \_ \_

who hereunder undertakes to provide NUDZ with his/her services within the territory of the Czech Republic (hereinafter referred to as the " Provider").

II

### Subject Matter of the Agreement

1. The Provider undertakes to provide NUDZ, or their employees , staff members and other persons assigned by NUDZ, respectively , with trainings and other services specified in this Agreement (hereinafter referred to as the "Trainings").
2. NUDZ undertakes to pay the Provider a fee for the Trainings and related services actually provided as specified under Art. IV herein.
3. The Provider represents to have the professional qualification to deliver the subject matter of the performance hereunder.
4. The Provider represents to proceed and act in accordance with the applicable legal regulations in force and with current state of the art in the field that forms the subject matter of the Trainings.

**III**

### Place, Time and Method of Performance

1. The Trainings will be conducted on NUDZ' premises at the registered address thereof, or on other premises determined by NUDZ that are located within the territory of the Capital City of Prague, or in Centra! Bohemia, respectively.
2. The Trainings will be conducted from 9.1.2023 to I0.1.2023 and in compliance with the schedule.
3. The Provider is fully responsible for the accuracy of the information provided in the course of the Trainings; NUDZ hereby states that, should the information be incorrect, NUDZ would not be interested in executing this Agreement. Should any harm, damage or costs or obligations be incurred to NUDZ as a result of the incorrect information communicated by the Provider, the Provider would be liable for the harm or damage concemed.

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**IV**

### Provider's Fee

* 1. NUDZ undertakes to pay the Provider a fee for the Trainings provided in the amount of245.000 CZK.
	2. The fee specified herein represents the maximum permissible and unsurpassable price determined also while taking into account the price development in the given field, including the development of the exchange rate of the Czech currency to foreign currencies, and cannot be unilaterally increased by the Provider even in the case of a change of external condition that occurred after the execution of this Agreement, and includes any and all related costs and expenses of the Provider associated with the performance of the subject matter hereof - including travel (and minor expenses) within Czech Republic up to 5.000 CZK. Air tickets and accommodation will be covered separately by Requester.

v

### License

1. To the extent that cooperation under this Agreement may result in the creation of results protected by intellectual property rights, the Contracting Parties declare that the Contracting Parties, or their employees, shall be the authors of any such results in the proportion in which they participate in the creation of any such work protected by copyright.
2. The Provider hereby grants to NUDZ a license to exercise the right to use the results protected by intellectual property rights, which have been communicated by the Provider to NUDZ, or have been prepared by the Provider hereunder, in all possible ways permitted by the nature thereof and to the broadest extent permitted by the regulations in farce in the Czech Republic and, where applicable, by the regulations of international law, in their original or processed or otherwise modified form, as well as a license to make copies thereof and distribute them (hereinafter referred to as the "License"). NUDZ is entitled to use the results protected by intellectual property rights communicated by the Provider or prepared hereunder in any manner specified under Sections 12 to 23 of Act no. 121/2000 Coll., Copyright Act, in particular to reproduce, distribute, develop, modify, interfere with their content and generally use them in any other way, including for promotional purposes; the License also applies to the use thereof in all language versions.
3. The License specified under clause 2 hereof is granted for the duration of the property rights under the regulations in farce on the date of execution hereof, i.e. for the lifetime of the authors and 70 years after their death. The Contracting Parties consider the nature of the License granted, which relates to persona! mental health issues, to be a valid reason for negotiating the aforesaid duration of the License within the meaning of the provision of

Section 2000 of the Civil Code. The cessation of NUDZ's existence does not invalidate the License, which passes on to legal successors thereof.

1. The NUDZ is not obliged to use the License under this Article.
2. The License under this Article is granted only to the extent that the Provider has or will have the copyright to the communicated results. The third party rights are not affected by the provisions hereof.
3. The Contracting Parties have explicitly agreed that the royalty and any costs incurred by the Provider as a result of the prospective communication or preparation of the results are included in the fee specified under Art. IV hereof.

**VI**

### Duration of the Agreement

1. This Agreement has been concluded for an indefinite period.
2. This Agreement may be terminated by a written agreement of both Contracting Parties or by other means provided for by generally applicable laws.

**VII**

### Liability of the Provider

**1.** The Provider undertakes to inform NUDZ truthfully about the nature of the information communicated as part of the Trainings and about all risks known to the Provider that may be associated with the use of the information concemed. Otherwise, NUDZ will be liable for any damage or harrn thereby caused.

### VIII

**Communication between the Contracting Parties**

1. A written form of communication is deemed to be persona} delivery, delivery by courier, registered letter and a message sent via e-mail and signed with a guaranteed electronic signature. The mailing addresses shall be the addresses of the Contracting Parties set out in the header of this Agreement. Any change of a mailing address must always be notified to the other Contracting Party in writing without undue delay.
2. The Contracting Parties hereby also agree that in cases where the communication between the Contracting Parties will take place by e-mail, individual e-mail messages will be sent to the e-mail addresses of the Contracting Parties as specified in clause 4 hereof.

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1. The Contracting Parties hereby also agree that an e-mail message shall be deemed to have been received if the other Contracting Party acknowledges the receipt thereof or responds in the same form within three (3) days after its sending. Otherwise, the e-mail message shall be deemed undelivered and the sending Contracting Party shall be obliged to send the corresponding message to the other Contracting Party without undue delay at its expense by registered post via the postal license holder.
2. The Contracting Parties hereby specify their e-mail addresses below for the purposes of their e-mail communication:

Provider: **smazáno**

NUDZ: **smazáno**

**IX**

### Miscellaneous Provisions

1. In accordance with the provisions of Section 2 par. e) of Act no. 320/2001 Coll. providing for the financial control in public administration, as amended, the Researcher is obliged to cooperate in the performance of financial control.
2. The Researcher hereby grants its consent with the disclosure of this Agreement in compliance with Act no. 340/2015 Coll. providing for special conditions of effect of certain contracts, disclosure of such contracts and on the register of contracts (the Register of Contracts Act).

## X

### Final Provisions

1. The issues not covered by this Agreement are govemed by Czech law, in particular by Act no. 89/2012 Coll., Civil Code, as amended.
2. Any changes of or amendments to this Agreement must be made by written nurnbered amendments signed by authorized representatives of the Contracting Parties.
3. This Agreement has been made in two counterparts, out of which each Contracting Party shall receive one counterpart.



1. This Agreement comes into farce on the date of execution thereof by both Contracting Parties, and comes into effect on the date of the publication thereof in the Register of Contracts.

**smazáno**

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### Viktoriia Gorbunova

O 9 -01- 2023

**smazáno**

In .............................. on .....

Národní ústav duševního zdraví, p.o.

### PhDr. Petr Winkler, Ph.O.

Director