Contract for Work

**I. The Parties to the contract**

**The Academy of Performing Arts in Prague,**

public university established by the Higher Education Act No. 111/1998 Coll., as amended

Address: Malostranské nám. 12, 118 00 Prague 1, Czech Republic

Faculty: Theatre Faculty, address: Karlova 26, 116 65 Prague 1, Czech Republic

Id. No.: 61384984

Tax Id. No.: CZ61384984

Bank account No:

IBAN CZ5301000000195373180297

BIC KOMBCZPPXXX

Represented by: Tomáš Langer, (the bursar)

(Hereinafter only “**AMU**”)

and

Name: Laurent Berger

Nationality: French

Permanent address: 18 rue de Palestine, 75 019, Paris, France

Date and place of birth: 31. 01. 1971, Boulogne-Billancourt, France

Telephone number: 0033 6 71 26 99 41

Email address: bergerlaurent@gmail.com

ID number (passport): 23EC59786

Tax domicile : France

Entrepreneur (yes/ no): YES

Bank account No.: 00018115701

IBAN: FR76 3002 7160 5500 0181 1570 130

BIC: CMCIFRPP

Bank name and address: CIC MONT SAINT AIGNAN COQUETS CTRE CIAL DES COQUETS 76130 MONT ST AIGNAN

(Hereinafter only the **“Educator”**)

have entered into this Contract for Work (Hereinafter only the **„Contract“**) in accordance with Article 2586 and subsequent of the Act No. 89/2012 (the Civil Code)

II. Subject

1. Through this Contract the Educator agrees to perform for AMU as an ordering Party, by himself, at his own cost and risk and for a fee, the following work:

Concept, preparation and realisation of the workshop “Shakespeare as Performative Material”

The activity is part of the project supported by the European Union within the Czechia Recovery Plan, call No. č. 0311/2023 “Visiting foreign lecturers for university teaching in the field of artistic and creative creation” administrated by the Ministry of Culture of the Czech Republic.

1. The Educator agrees to perform the Work from 13th to 27th September 2023.  The Work will be executed at the Theatre faculty of AMU (address: Karlova 26, 116 65, Prague 1, Czech Republic). The Educator undertakes to perform the Work with professional care and is responsible for the quality and integrity of the Work.
2. The Educator hereby grants to AMU right to create audiovisual fixation of the workshop (hereinafter referred to as the “Fixation”) and a non-exclusive, unrestricted (in terms of territory, number or otherwise) authorization (licence) to use the Fixation in any manner in whole or in part, without the obligation to exploit the granted licence and with the option to assign the licence to another party or to grant sublicences. In particular, the Educator agrees to use the Fixation for scientific, pedagogical and other professional activities of AMU. The licence is granted for the entire duration of legal protection of granted rights.
3. This Contract will not give rise to an employment relationship or an agreement on work performed outside employment pursuant to Act No. 262/2006 Coll., the Labour Code, as amended, between the Contract Parties.
4. The Educator will be obliged to comply with the valid general binding rules and safety regulations of AMU during the performance of the work. AMU will not be liable for any damage or harm that may occur to the Educator during the execution of the Work in case such damage or harm have not been caused by AMU.

III. Fee

1. AMU will pay the Educator for the proper execution of the Work and licence, specified in the Article II., fee in the amount of **5 021 Euros** (in words: five thousand and twenty one Euros). This fee will include all the costs incurred for the Educator in the connection with fulfilling his obligations according to this Contract (mainly preparation and realisation of the workshop and travel costs).
2. The Contract Parties agree that the fee is mandatorily stated Euros. AMU will provide the Educator with an advance payment of 2 100 Euros (in words: two thousand one hundred Euros) by the wire transfer into the bank account of the Educator specified in the Art. I. not later than 8 September, 2023. The other part of the fee of 2 921 Euros (in words: two thousand nine hundred and twenty one Euros) will be paid by the wire transfer into the bank account of the Educator specified in the Art. I. within 14 days after fulfilment of all obligations to which the Educator has committed him/herself hereunder.
3. In compliance with 79/2005 Sb.m.s. of the Convention between the Czech Republic and France for the Avoidance of Double Taxation and the prevention of Fiscal Evasion with respect to Taxes on Income and Capital, as amended, the fee according to the article 14/1. is subject to tax in the home country of the Educator. The Educator confirms that for the tax purposes he is the resident of France and he declares that he is the real owner of the income specified in the Article 14/1. and this fee is his income in compliance with the tax law of France. The Educator also declares he has no permanent establishment in the Czech Republic regularly available to him and his stay in the Czech Republic for a period or periods does not exceed in the aggregate 183 days in any twelve-month period commencing or ending in the fiscal year concerned.
4. In compliance with the Convention between the Czech Republic and France for the Avoidance of Double Taxation and the prevention of Fiscal Evasion with respect to Taxes on Income and Capital, as amended, the Educator will pay the tax from this fee in the state the resident of which he is for the tax purposes in the amount and in accordance with the tax law of France.

IV. Final provisions

1. The Educator is not entitled to assign entirely or partially the rights or obligations arising from this Contract to a third party.
2. This Contract is made in the English language in three (3) originals of equal legal force provided that both originals are signed by the competent representative of AMU and by the Educator, one for each Party.
3. Any changes or amendments to this Contract can be made only in the form of written annexes agreed upon by both Parties. Such annexes must be paginated in the successive numerical line and signed by the competent representative of AMU and by the Educator. The annexes must contain an agreement on the wording of this Contract in its entirety. Any changes to this Contract made in other than written form are prohibited by the Contract Parties. For the purposes of this Contract, e-mail exchange or other means of electronic communication are not considered an acceptable written form.
4. All actions made in accordance with this Contract before its entering into force are considered a part of the subject of this Contract and no special fee can be charged for such actions.
5. The relations between the Contract Parties that are not explicitly stipulated by this Contract are in accordance with Czech law, especially Act No. 89/2012 Coll., the Civil Code. All disputes relating to this Agreement will be primarily solved amicably by the parties, but otherwise under the jurisdiction of the courts of the Czech Republic. The Parties have agreed that any disputes between the Parties shall be heard in line with Section 89a of the Civil Procedure Code, with territorial jurisdiction in the place of registered office of AMU.
6. All data, terms and conditions of this Contract are confidential between the Contract Parties and shall not be disclosed to any other party, except for the disclosures required by law.
7. This Contract invokes legal consequences specified by its contents, as well as the legal consequences resulting from the law and good manners. The Contract Parties rule out any other consequences of this Contract, as well as, for the purposes of this Contract, any application of general customary rules usual in this sector, or already existing practices between the Contract Parties. The Contract Parties confirm that they are not aware of any business customary rules or practices mutually existing between them.
8. The Contract Parties explicitly confirm that the terms and conditions of this Contract are the result of their negotiations, and that both Contract Parties have had an opportunity to influence the terms and conditions of this Contract.
9. This Contract will enter into force on the date of its signing by both Parties. The Parties declare they are not aware of any circumstances impeding the conclusion of this Contract, which they have read properly and carefully and have understood its contents. The Contract Parties confirm that this Contract is an act of their free and real will, it has been agreed upon in a clear and understandable form, and has not been entered into under pressure and/or under particularly disadvantageous conditions.
10. The integral part of the Contract is Annex 1 – Confirmation of the tax residence of the Educator.

In Paris, on  In Prague, on

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The Educator for AMU