



MICHE 2023 Agreement

No.: SML/2023/0207

concluded pursuant to the provisions of § 2586 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code")

On the following day, month and year, the Contracting Parties:

DZS | Czech National Agency for International Education and Research

Residing at: Na Poříčí 1035/4, 110 00 Praha 1

Represented by: Michal Uhl

Id. No.: 61386839

Bank connection: ČNB

Bank account number: 8630031/0710

(hereinafter referred to as "Client")

and

Name, surname: GLOBAL IMPACT INSTITUTE s.r.o.

Residing at: Dělnická 213/12, 170 00 Praha 7

DIČ: CZ06157181 Spisová značka: C 277183 vedená u Městského soudu v Praze

Bank connection: UniCredit Bank

Bank account number: IBAN CZ4627000000002114538051

BIC: BACX CZ PP

(hereinafter referred to as "Contractor")

The Parties hereby agree as follows:

Article I.

Subject Matter

1. The subject matter hereof is the Contractor's obligation to perform Work for the Client, specifically Monitoring of Internationalisation of Czech Higher Education Institutions (HEI) – MICHE 2023 including methodology development and site visits of all HEIs. Monitoring of Internationalization project (MICHE) 2023 will focus on Faculties of Education, For the Contractor namely at the Technical University in Liberec, Charles University in Prague, Jihočeská University in České Budějovice and Ostravská University in Ostrava. The Client agrees to take the Work over and pay the Contractor a Price for it in line with all the terms and conditions stipulated herein.
2. The proprietary right to the Work is transferred to the Client at the moment of its presentation by the Contractor.



Article II.

Terms of Performance

1. Hereby, Contractor undertakes to perform the work in the period between the execution date hereof and *December 31st 2023*.

Article III.

Payment Terms

1. The Client shall pay to the Contractor
 - a. the expert fee of 72 000 CZK per monitoring visit at institution, for 3 institutions
 - b. the expert fee of 84 000 CZK per supervising monitoring visit at institution, for 1 institution
 - c. developing methodology, total 12 000 CZK

total expert fee 312 000 CZK (incl.VAT) for the MICHE monitoring preparation and visit.

2. The Client shall pay the agreed fee to the Contractor within 30 days after due presentation of the Work (i.e., following the due elapse of the workshop session) by a bank transfer to bank account kept by the Contractor stated in this agreement.
3. The Parties agree that the contractual price of the Work includes all overall additional costs necessary to meet the subject matter of this Agreement. The contractual price must not be exceeded.
4. The Client agrees to arrange and cover the accommodation in Prague, Liberec, České Budějovice and Ostrava and reimburse car travel expenses, bus or train return tickets from the place of the residence of the Contractor to Liberec, České Budějovice and Ostrava and back to the place of residence for the purpose of the above-mentioned MICHE monitoring for the Contractor. The Client agrees to reimburse the costs related to presentation of project findings and outputs and the Contractor's accommodation and travel up to the total maximum amount of 68 000 CZK.
5. The train tickets and other tickets the Contractor used for the travel to Prague, Liberec, České Budějovice and Ostrava and back are to be sent to a representative of DZS as an email attachment within 5 working days after the Work execution date stated in the Agreement.
6. The day of payment is considered as the day when the amount is credited from the Client's account.

Article IV.

Rights and obligations of the Parties

1. The Contractor shall perform the work personally and properly in accordance with this Agreement and the Client's instructions.
2. The Client is entitled to inspect the proper performance of the subject matter of this Agreement.
3. The Contractor is obliged to act in such a way that in the course of his / her activity he / she has not caused the Client any damage or damage of reputation.
4. The Contractor undertakes to observe the confidentiality of all the facts he / she learns from the Client in connection with the performance of this Agreement during the performance of the Agreement and after termination of the Agreement.

Article V.

Final Provisions

1. The contractor is obliged according to the provisions of § 2 e) of Act No. 320/2001 Coll., on Financial Control in Public Administration and on Amendments to Certain Acts (Act on Financial Control), as amended, to cooperate in the performance of financial control carried out in connection with the payment of goods or services from public expenditure.
2. All legal relationships not explicitly described under this Agreement are governed by the Civil Code of the Czech Republic.
3. The Parties undertake, in the event of disputes concerning the content and performance of this Agreement, to make every effort that may be fairly required to resolve the disputes amicably, in particular to remove the circumstances giving rise to the right to withdraw from this Agreement or to invalidate it. Should any provision of this Agreement become invalid or ineffective as a result of a change in law or other reasons, these provisions will be brought into line with legal standards and the Parties declare that this agreement is valid in the remaining provisions, unless it is contrary to its purpose or unless the provisions which cannot be separated.
4. Both Contracting Parties agree that in the event of a dispute arising out of or in connection with this Agreement, the general courts of the Czech Republic are competent to deal with it.
5. Any amendments or additions to this Agreement may be made only in the form of written upwardly numbered amendments.
6. This Agreement is made in two copies with the original validity, one is received by the Client and one by the Contractor. In case of digital format of Agreement, both parties sign one copy with their certified electronic signatures.
7. This Agreement shall enter into force and effect on the date of signature of both contracting Parties.
8. The Contractor acknowledges that his personal data specified in this document are processed by the DZS for the purpose of conducting the personnel and wage agenda in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 of the General Data Protection Regulation which is specified by the DZS in the Data Processing Principles and the Personal Data Processing Notices available on the DZS website (www.dzs.cz). By signing it, it confirms that all the information given in the document is true and correct.
9. The parties declare that this agreement was written in their true and free will, that they read the contract, that they agree with its contents and on the evidence of this they add signatures.

Prague, date

Prague, date

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Uwe Brandenburg
Contractor

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Michal Uhl
Legal Representative

The Client