



MICHE 2024 Agreement

No.: SML/2024/0042

concluded pursuant to the provisions of § 2586 et seq. of Act No. 89/2012 Sb., the Civil Code, (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: Daniel Casten

Residing at: Husova 7, Ostrava 702 00

IČO 87596831

Bank connection: ČSOB

Bank account number: 217000589/0300

(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 2024 including methodology development and site visits of all HEIs. Monitoring of Internationalization project (MICHE) 2024 will focus on Faculties of Education and Faculty of Sport. namely at University of West Bohemia in Pilsen, Masaryk University in Brno and Jan Evangelista Purkyně University in Ústí nad Labem. 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, 2024*.

Article III. Payment Terms

1. The Client shall pay to the Contractor
 - a. the expert fee of 75 795 CZK per monitoring visit at institution, for 2 institutions
 - b. the expert fee of 94 744 CZK per supervising monitoring visit at institution, for 2 institution
 - c. developing methodology, total 37 898;

total expert fee 378 976 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 delivering final reports for the faculties or final version of the methodology 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 Pilsen, Brno (2 visits), Ústí nad Labem and arrange travel and cover the travel expenses tickets from the place of the residence of the Contractor to Pilsen, Brno and Ústí nad Labem and back to the place of residence for the purpose of the above-mentioned MICHE monitoring for the Contractor.
5. Should not the travel be arranged by Client pursuant to paragraph 4, the Client agrees to reimburse travel expenses, bus or train return tickets from the place of the residence of the Contractor to Pilsen, Brno and Ústí nad Labem and back to the place of residence for the purpose of the above-mentioned MICHE monitoring for the Contractor.
6. 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 116 024 CZK. To exclude any doubts, the Contractor shall not be entitled to reimbursement of any other expenses (such as meal expenses, further travel or accommodation expenses or any other incidental expenses) but the expenses in the extent specified in the Article III hereof.
7. The train tickets or any other travel tickets the Contractor used for the travel to Prague, Pilsen, Brno and Ústí nad Labem 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.
8. The reimbursement of the travel costs shall happen in two parts, each of it to be paid to the Contractor within 30 days after the receipt of the travel tickets as specified in paragraph 6. First part shall be paid after the submission of the first report while the second part shall be paid after the submission of the last report, both within the due date set by previous sentence.
9. 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 Sb., 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 and it shall be effective on the date of the publication of the Agreement in the Register of Contracts pursuant to Act no. 340/2015 Sb., Act on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (Act on the Register of Contracts).
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 and in Notification of personal data



processing for the purpose of public procurements, orders and contracts agenda as available on the DZS website (<https://www.dzs.cz/en/processing-personal-data>). 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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Daniel Casten
Contractor

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Michal Uhl
Legal Representative

The Client