**Agreement for the provision of Training**

pursuant to Section 1746, subsection 2 of Act No. 89/2012 Coll., Civil Code, as amended

**concluded between the following Contracting Parties:**

**Client:** **RSE on REU “National Center for the Quality of Road** Assets”

with registered office: Zhenis Avenue 29/1, Astana

represented by: xxx

ID: 190540022580

VAT n.: № 62001 1046124

IBAN КЗ95601882000156251

BIC HSBKKZKX

registered in the FC: Committee of Highways of the Ministry of Transport of

 the Republic of Kazakhstan

person responsible for implementation: xxx

telephone: xxx

email: xxx

(hereinafter also referred to as“**Client**”)

**Supplier:** **Centrum dopravního výzkumu, v. v. i.**

with registered office: Líšeňská 33a, 636 00, Brno-Líšeň, Czech Republic

represented by: xxx

ID: 44994575

VAT n.: CZ44994575

registered: in the register of public research institutions at MINISTRY OF EDUCATION YOUTH AND SPORTS

person responsible for implementation: xxx

telephone: xxx

email: xxx

IBAN/account number: CZ20 0300 0000 0003 8239 8463

BIC/SWIFT CODE CEKO CZ PP

(hereinafter also referred to as “**Supplier**”)

Together also as “Contracting Parties” or individually as “Contracting Party”

***Preamble***

The contracting partners declare their mutual willingness to cooperate in the implementation of the subject of this contract and to comply with the terms and conditions set out in this contract.

Both partners declare that they are solvent and can meet their obligations specified in this contract.

**Article I.**

**Subject matter of the contract**

1. The subject of this Agreement is the arrangement of mutual rights and obligations of the Contracting Parties when cooperating on organizing a professional training in four topics:

Topic 1. Road traffic safety audit + Road traffic safety inspection,

Topic 2. Road and street safety assessment program + Management of accident-prone locations + Road network safety management

Topic 3. Determining the economic evaluation of losses from road traffic accidents

Topic 4. In-depth analysis of road traffic accidents “

1. The trainings in topics 1 and 4 will be carried out physically in Brno at Líšeňská 33a, 636 00, Brno-Líšeň, Czech Republic. The Training Programme is described in the offer of Supplier, attached as Annex 1 of this contract.
2. The training in topics 2 and 3 will be delivered in an online format, where 3-hour section is planned every week. Participants will also need time to complete the assignments or study from each section, approximately 2-4 hours. The Training Programme is a separate annex to this Agreement.
3. All trainings will be implemented within the period of 4 months after signing the agreement on organizing these trainings by all the contracting parties at the Supplier's premises, at Líšeňská 33a, 636 00, Brno-Líšeň, Czech Republic. The Training Programme is described in the offer of Supplier, attached as Annex 1 of this contract.
4. The Contracting Parties undertake to make efforts to ensure the organization of the Training as described below, or in the offer of Supplier, attached as Annex 1 of this contract.
5. The Client undertakes to ensure the participation of the Training participants in the required number of 4-5 participants and to ensure communication between the Training participants and the Supplier, including the organization, transmission of information, materials, cooperation, and other activities necessary for the proper running of the Training, throughout the period of this Agreement.
6. The Contracting Parties cooperate on the subject of this Agreement in order to organize the Training and to adjust their positions within the cooperation to organize the Training according to this Agreement.
7. The Supplier will provide the training participants with a Certificate of Completion of the training, which will include the content of the course they have attended. The Supplier is accredited by the Ministry of Transport of the Czech Republic to provide training for Road Safety Auditors.

**Article II.**

**Rights and Obligations of the Supplier**

The Supplier undertakes to:

1. Completely ensure the organization and realization of the Training, especially in terms of organizational personnel and programming insurance.
2. The Supplier does not provide accommodation or food for the Training participants during the Training time, neither before this date nor after this date. Each Training participant is obliged to organize accommodation and food themselves, which will be duly notified in advance by the Supplier.
3. All the training materials will be provided during the session.

**Article III.**

**Rights and Obligations of the Client**

1. Client agrees that representatives of "Kazakhstan Research Road Institute" JSC will also participate in the training (also 4-5 participants) on the same date and time of the Training, otherwise the training will not start.
2. Client will provide assistance to the supplier when registering participants of the training.
3. The client undertakes to provide 4-5 participants for the Training. In the case a smaller number of participants attend the sessions, the Client undertakes to pay the full costs of the Training. The price is specified in annex 1 for every part (topic).

**Article IV.**

**Price for Work**

1. The parties agreed that the training cost of 18 360 Euros (eighteen thousand three hundred and sixty) Euros is valid only in case of participation in the training of JSC “Kazakhstan Road Research Institute”. Prices for individual topics are valid when ordering all topics in one contract and 50% prepayment.

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| --- | --- |
| Topic | Price (excl. VAT) |
| Topic 1. Road traffic safety audit + Road traffic safety inspection | 6 330 EUR |
| Topic 2. Road and street safety assessment program + Management of accident-prone locations + Road network safety management | 4 033 EUR |
| Topic 3. Determining the economic evaluation of losses from road traffic accidents | 3 523 EUR |
| Topic 4. In-depth analysis of road traffic accidents | 4 475 EUR |
| TOTAL | **18 360 EUR** |

1. The Supplier will issue an invoice after the conclusion of this contract so that a pre-payment of 50% of the training price can take place. The Client is required to pay this invoice prior to the commencement of the first training session.
2. The Supplier is required to submit an invoice after every topic training is finished, accompanied a description of the activities he has carried out for the Client.
3. The agreed price for complete fulfilment of the Topic in accordance with Annex 1 of this contract is final and the maximum permitted price. The agreed price includes all Organizer's costs on the proper performance of the Training in the extent specified in Annex 1 of this contract.
4. With the price for the performance of the Work, Supplier shall charge VAT at the statutory rate specified by Act No. 235/2004 coll., on VAT, as amended. Alternatively, in case VAT is changed during the performance of the Work, Supplier undertakes to charge VAT in compliance with the valid regulations.
5. Article 373, paragraph 1 of the Tax Code (Act No. 235/2004 Coll) implies that unless paragraph 2 of this article provides otherwise, works performed, services provided by a non-resident for consideration, whose place of sale is recognized as the Republic of Kazakhstan, when acquired by the value-added tax payer, the value-added tax on the acquisition of works and services from a non-resident subject to value-added tax in accordance with the Tax Code is payable immediately by such taxpayer. The first part of subparagraph 3) of paragraph 1 of Article 378 of the Tax Code stipulates that for the purposes of this section, the place of sale of works and services is recognized as the Republic of Kazakhstan if the services relate to services in the fields of culture, entertainment, science, art, education, physical culture, or sports and are actually provided within the territory of the Republic of Kazakhstan.
Therefore, if educational services are indeed provided within the territory of the Republic of Kazakhstan, the value-added taxpayer becomes obligated to pay value-added tax for the non-resident of the Republic of Kazakhstan.
6. The agreed price also includes all prices of work and Supplier not mentioned in the technical specification but of which Supplier knew or may have known within their professional knowledge that they are necessary for the performance of the Work.
7. The invoices shall include the Reference No. and number of the agreement.

**Section V.**

**Invoicing and payment conditions**

1. Client shall pay the agreed price for the performance of the Work to Supplier on the basis of an invoice which Supplier submits to Client in accordance with the provisions of this contract.
2. Invoices shall comply with valid, generally applied legal regulations concerning tax documents, i.e. comply with Act No. 235/2004 Coll., on VAT, and shall contain the title of the event “Road Safety Training” and the contract number of Supplier: SML/77/2024. In case invoice is not issued in compliance with payment terms and fails to comply with the requirements, Supplier has the right to return such invoice; such invoice expires on return.
3. The due date of the invoice is 14 calendar days after it´s delivery.
4. The payment is considered settled on the day Client’s account is debited by the particular amount on the basis of the invoice and the payment is transferred to Supplier’s account.
5. All payments of Client regarding this contract shall be made as bank transfer to Supplier’s bank account specified in the tax document – invoice.

**Article VI.**

**Other arrangements**

1. Each of the Parties is obliged to participate in the subject of cooperation to the extent provided for in this Agreement and to refrain from any activity that could make it impossible or difficult to achieve the purpose of the cooperation.
2. The Parties are obliged to inform each other immediately of any circumstances that could affect the organization of the Training, its preparation and implementation.
3. The following contact persons are designated for the communication needs in the matter of this Agreement:

For the Client: xxx

For the Supplier: xxx,

1. Both Parties shall act in the performance of their rights and obligations under this Agreement in such a way as not to damage the reputation of the other Party.
2. In the event of damage caused by one of the Parties to the other Party by any breach of the obligation under this Agreement, the injured Party shall be entitled to compensation according to the relevant legislation.

**Article VII.**

**Duration of the contract**

1. This Agreement is concluded for a specified period from the date of signature of this Agreement by both Contracting Parties until the Training is terminated and all rights and obligations arising from this Agreement are settled or in vain by the expiration of half a year from the date of signature of this Agreement. Only provisions of a liability nature remain valid.
2. The Agreement may be terminated, either by agreement of the Contracting Parties or by notice of either Contracting Party made in writing, with a period of 15 days from the date of delivery of the notice to the other Contracting Party.
3. The Client is entitled to withdraw from this Agreement in the event that the Supplier fails to fulfil its obligations stipulated by this Agreement in particular in Article II of this Agreement leading to the Training being held properly. The withdrawal shall take effect from the date of delivery of the written notice of withdrawal to the other Contracting Party.
4. Either Contracting Party is entitled to withdraw from this Contract also for any legal reason.
5. In the event of early termination of the Contract by one of the means specified in this Article, the Contracting Parties undertake to mutually settle the benefits already provided.
6. If the Client withdraws from this Contract once the deposits, that are non-refundable have already been paid by the Supplier, the Client undertakes to reimburse the Supplier full amount of such costs.

**Article VIII.**

**Final provisions**

1. The Contracting Parties take note that this Contract, including the annexes to the Contract and any future amendments, will be published in accordance with the provisions of Act No. 340/2015 Coll., on the Register of Contracts.
2. The Supplier indicates that Annex 1 of this contract is a trade secret. The Contracting Parties declare that this Contract does not contain personal data of the parties that could not be disclosed, classified information within the meaning of the provisions of Act No. 412/2005 Coll., on the protection of classified information, or other information or facts that could not be disclosed. The signatories hereby give their consent to the publication of their personal data contained in the Contract. They give their consent for an indefinite period.
3. The Contracting Parties expressly state that they fully understand the language in which this Contract is drawn up and signed.
4. Publication in the Register shall be made by the Supplier.
5. This Contract may only be amended in the form of written, numbered amendments, signed by the authorized representatives of both Contracting Parties.
6. The Supplier is, in accordance with the provisions of Section 2 (e) of Act No. 320/2001 Coll., on financial control of public administration and on the amendment of certain laws, as amended, a person obliged to participate in financial control performed in connection with the payment of goods or services from public expenditures. The Client is obliged to archive the original copies of the Agreement, including its supplements, the original accounting documents and other documents related to the execution of the subject of this Agreement until at least 2032. During this period, the Client is obliged to allow the persons authorized to exercise control to carry out checks on documents related to the execution of this Agreement.
7. This Agreement is governed by the law of the Czech Republic; unless otherwise specified in this Agreement, the mutual relations of the Contracting Parties are governed by the relevant provisions of the Civil Code and related legal regulations. If during the term of the contractual relationship there is a change in the applicable legal norms or the adoption of new ones, the contractual relationship will be regulated in accordance with them.
8. In all other matters not governed by this Agreement or regulated only in part, the mutual relationship of the Contracting Parties shall be governed by the relevant provisions of Act No 89/2012 Coll., the Civil Code, as amended.
9. In the event of disputes arising, these shall be settled preferably by mutual agreement of the Contracting Parties.
10. Any amendments to this Agreement may be made only on the basis of agreement of the Contracting Parties in the form of written amendments.
11. This Agreement shall be deemed to be concluded in the Czech Republic and shall be governed by the law of the Czech Republic and subject to the exclusive jurisdiction of the courts of the Czech Republic. This Agreement shall be concluded in bilingual version. This Agreement shall be drawn up in Czech and English language versions, in the event of conflicts between them, the Czech version shall prevail. This Agreement shall be drawn up in two copies, one of which shall be received by each Contracting Party.
12. The Contracting Parties declare that this Agreement was drawn up based on their true and free will, in a certain, serious and comprehensible manner, not in distress under conspicuously unfavourable conditions, and that they have agreed on its entire content.
13. The Contracting Parties have also acquainted themselves in detail with the Annexes to this Agreement.

Date: Date:

Place: Place:

Supplier: Client:

…………………………………… ……………………………………….

xxx xxx

**Transport Research Centre National Quality Center for Road Assets**