

CONTRACT ON PROVISION OF SERVICES
Lecturing and preparation of course materials
according to provisions of § 2586 et. seq of Czech Civil Code

BETWEEN

Name: **Oleksandr Kyfyak**

Address: Brativ Rusnakiv 9/4, Chernivtsi, 58001, Ukraine

Email: [REDACTED] (hereafter referred to as “Vendor” or “Local instructor”)

AND

Name: Ekonomický ústav Akademie věd ČR, v. v. i.

Identification Number: CZ67985998

Address: Politických vězňů 936/7, Praha 1, 111 21, Czech Republic

Represented by (statutory): doc. Marek Kapička, Ph.D., Director

Contact person: [REDACTED]

Email: [REDACTED]

(hereafter referred to as the “Client”)

(the Client and the Vendor together also the “Parties”)

This CONTRACT concluded in compliance with the provisions of Section § 2586 et seq. of the Act No. 89/2012 Coll., Czech Civil Code, as amended (hereinafter called the “Contract”) is entered into between the Client and the Vendor whereas the Client has requested the Vendor to provide certain services (hereafter “Services”) as defined in the Terms of Reference attached to this Contract. The Vendor has skills and facilities available to undertake the Services. The Vendor has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties hereto agree as follows:

1. The following documents shall be deemed to form an integral part of this Contract:

Appendix A: Terms of Reference

2. The Vendor shall use reasonable efforts to perform the Services in accordance with Appendix A.

3. The mutual rights and obligations of the Client and the Vendor are set forth in this contract. In particular:

3.1 The Vendor shall carry out the Services in accordance with the provisions of this Contract; and

3.2 The Client shall make payments to the Vendor in accordance with the provisions of this Contract.

4. Description of Services.

The Services to be provided under this Contract are defined in Appendix A.

5. Period of Performance.

- 5.1 The period of performance under this Contract shall as defined in Appendix A.
- 5.2 This Contract may be extended by written agreement signed by authorized representatives of both parties.

6. Financial Provisions

- 6.1 **Contract Price:** The maximum amount in the contract currency is **EUR 1400**
- 6.2 The Contract Price inclusive of all expenses to be paid as follows:
 - 6.2.1 **First Payment:** [REDACTED] shall be paid upon satisfactory completion and submission of Deliverable 1 (100%) and satisfactory collection of materials for Deliverable 2 (50%), as defined in Appendix A, to Client.
 - 6.2.2 **Second Payment:** [REDACTED] shall be paid upon satisfactory completion and submission of Deliverable 2 (50%), as defined in Appendix A, to Client.
- 6.3 Disbursement of funds by the Client will be initiated within 30 days upon completion of deliverables by the Vendor.
- 6.4 Aforementioned payments are not subject to withholding tax and the Vendor is responsible and obliged to pay any applicable taxes in accordance with their applicable legal provisions.

7. Confidentiality.

- 7.1. During the course of this contract, the parties may make available to each other certain confidential or proprietary information or one party may otherwise learn of confidential or proprietary information belonging to the other party which may include, but not be limited to, specifications, drawings, sketches, models, samples, computer programs, reports, data, techniques, designs, codes, documentation, and financial, statistical or other technical information. Both parties shall respect the confidentiality of information expressly provided by each of them as “confidential”, “restricted”, or “in confidence” and identified as such in writing (hereinafter referred to as “Confidential Information”).
- 7.2. Each party agrees that any Confidential Information disclosed hereunder: (i) shall be used by the receiving party solely to carry out the services hereunder, (ii) shall not be distributed, disclosed or disseminated to any third party (except as provided for in this Contract), (iii) shall only be disseminated to individuals carrying out the services on a need to-know basis for the purpose of this Contract, and (iv) shall only be disclosed to third parties both with first, the consent of the disclosing party and second, provided that such third party has executed a nondisclosure agreement with the receiving party.
- 7.3. For the proper performance of activities under this contract, it is necessary for the Local Instructor to have access to and process personal data of third parties provided by the Client and/or which the Local Instructor receives to the extent necessary for the proper performance of activities under the Contract (e.g. students names and e-mail address in order to check participation in classes).

7.4. The Local Instructor undertakes that, in connection with the obligations of the implementation of this Contract, it will also conclude a contract on the processing of personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data and on the repeal of Directive 95/46/EC (*General Regulation on the Protection of Personal Data*).

8. Intellectual Property.

8.1 Each party shall retain all right, title and interest in and to any intellectual property rights owned, licensed or sublicensed by such party prior to or independent of this Contract.

8.2 All Work Product, as defined below, shall automatically be the property of the Client upon their creation or (in the case of copyrightable works) fixation in a tangible medium of expression, and the Client shall own all rights, including all Intellectual Property Rights, as defined below, title and interest herein. As used in this Agreement, "Work Product" shall mean all data, inventions, ideas, research results, information, improvements, works of authorship and any other work product created, developed, made, conceived, reduced to practice or delivered by the Vendor in performance of this Contract, in whole or in part, solely or in collaboration with others, including, without limitation, the Deliverable, and all intermediate and partial versions thereof. "Intellectual Property" shall mean all copyrights, trademarks, trade secrets, know-how, patents, patent applications, continuations, continuations in part, divisions, reissues and extensions, all foreign counterparts, mask work rights, and all other proprietary and intellectual property rights.

9. Use of Names.

Neither party hereto shall employ or use the name of the other party in any promotional materials or advertising without the prior express permission of the other party.

10. Liability for Recommendations.

The Client understands that there are inherent risks in providing support to computer systems which includes but is not limited to data loss, data corruption, or complete loss of files or directories. The Client agrees that the Vendor will not be held liable for damages in the case of data loss.

11. Indemnification.

Each party agrees to defend, indemnify and hold harmless the other party from and against any and all claims, obligations and damages, any and all taxes and any and all claims and liabilities directly or indirectly arising out of or in connection with any breach of this Contract or resulting or arising out of the activities of the work undertaken by it hereunder. For purposes of this indemnification, "claims" shall include all obligations, actual damages and costs reasonably incurred in defending any claim against the other party, including, without limitation, attorneys' and expert witness fees, court costs, other litigation expenses and travel expenses. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Contract.

12. Termination.

Either party may terminate this Contract upon thirty (30) days written notice to the other party. In the event of termination for any reason, the Vendor shall be paid for all costs and non-cancellable obligations incurred up to the effective date of termination.

13. Severability.

If, for any reason, any part of this Contract is held to be invalid, that ruling shall not impair the operation of such other parts of this Contract as may remain otherwise intelligible.

14. Waiver.

Any waiver granted by a party hereto shall be without prejudice to any other rights such party may have, will be subject to such party's continuing review and may be revoked, in such party's sole discretion, at any time and for any reason. No party shall be deemed to have waived any right, power or option reserved by this Contract by virtue of: any custom or practice of the Parties at variance with the terms hereof; any failure, refusal or neglect of the Parties to exercise any right under this Contract or to insist upon exact compliance by the other with its obligations hereunder.

15. Force Majeure.

Neither Party shall be liable by reason of any failure in the performance of this Contract in accordance with its terms if such failure arises out of causes beyond the control and without the fault and negligence of any Party. Such cases may include, but are not limited, to acts of God, acts of insurrection, fires, floods, epidemics, pandemics, quarantines, strikes, and labor disputes ("Force Majeure Event"). The Parties agree to negotiate in good faith any extension to the term or due dates of this Contract due to a Force Majeure Event. If the Parties are unable to negotiate an extension, either Party may terminate the Contract in accordance with Termination.

16. Binding Effect.

This Contract is binding upon the Parties hereto and their respective executors, administrators, assigns and successors in interest and shall not be modified except by written agreement signed by the Parties.

17. No Assignment.

This Contract may not be transferred or assigned to any other party without the express written permission of the other parties hereto.

18. Counterparts.

This Contract may be executed in counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

19. Amendments.

This Contract can only be amended by joint written agreement signed by the duly authorized representatives of the parties. No modifications will be binding until signed by both parties.

20. Disputes.

In the event of any dispute arising under this Contract written notice of the dispute must be provided to the other party within thirty (30) days of the events giving rise to the dispute. The parties shall negotiate in good faith to resolve the dispute within thirty (30) days of receiving notice of the existence of the dispute. In the event the negotiations fail to resolve the dispute, the parties may pursue other means of dispute resolution, including arbitration, mediation or proceed to litigation in a court of competent jurisdiction. The parties shall each be responsible for all of their own costs of mediation and/or other dispute resolution.

21. Governing Law.

The validity and interpretation of this contract and the legal relationship of the Parties to it shall be governed by the laws of the Czech Republic.

22. Effective Date.

This Contract shall enter into force and come into effect on the date of signing by both Parties.

IN WITNESS, WHEREOF, the parties have caused this Contract to be signed in their respective names.

For and on behalf of the Client

For and on Behalf of the Vendor

doc. Marek Kapička, Ph.D.

Oleksandr Kyfyak

Authorized Signature

Authorized Signature

Date

Date

