

CONTRACT FOR PAYMENT

Masaryk Institute and Archives of the CAS, v. v. i.

Address: Gabčíkova 2362/10, Praha 8, 182 00

Registered in: Register of Public Research Institutions maintained by the Ministry of Education, Youth and Sports

Represented by: doc. Dr. phil. Rudolf Kučera, Ph.D.

Company Identification Number (IČO) / VAT Identification Number (DIČ): 67985921 / CZ67985921 (hereinafter referred to as the "MIA")

and

Dr. Kurt E. Fendt

Date of birth: [REDACTED]

Address: [REDACTED]

Bank details: [REDACTED]

(hereinafter referred to as the "Contractor")

conclude this contract based on the mutual expressions of will:

1. The Contractor undertakes to perform the Work as part of Lumina quaeruntur Connected History Project (CHiP) led by the principle investigator [REDACTED].
2. The Contractor is primarily responsible for providing advisory and support to the Principal Investigator and his team, including advising and supporting the organization and development of CHiP's strategy, communication, publicity, development, and dissemination; and providing guidance and assistance to the team in achieving these objectives:
 - a. *Networking and Dissemination* - Establishing and maintaining contacts with MIT Libraries and Harvard Libraries, Organizing and participating in networking workshops, promoting the project in the academic environment of MIT.
 - b. *Tools and Technology* - Focus on new and innovative tools, analyzing trends in areas such as Open Data, Data Mining, Mapping, etc., Evaluating and integrating relevant technologies to ensure the model character of the platform. Software development, coding, as well as graphic or UX/UI design work are explicitly excluded.
 - c. *Publicity and Conferences* - Participating in and organizing publicity events, presenting the project at conferences.
3. The Contract is concluded from the date of signing until December 31, 2025. MIA undertakes to pay 28 900 EUR for the work described above. The payment will be made in four even instalments (7 225 EUR each). The first payment will be made upon participation at the workshop on March 13th and 14th 2025 at MIA: presentation, covering past experience, points of inspiration, and examples of best practices. The second payment will be made upon delivery of an overview of existing technological solutions and solution classes, analyzing their strengths and weaknesses

concerning project goals and available resources. The third payment will be made upon delivery of recommendations on high- and low-priority functionality, user groups, source types, and other relevant factors to support the development of a software roadmap and project strategy communication plan. Additionally, this phase will include facilitating connections between CHiP and leading Digital Humanities networks, particularly within MIT and Harvard University. The fourth payment will be made upon delivery of a review of the project development roadmap and the initial round of publication planning. For the avoidance of doubt, it is stated that the aforementioned fee covers all costs the Contractor may incur in connection with the performance of the work, including travel costs, costs of necessary technical equipment, etc.

4. The following intellectual property rights apply:

- a. The parties have agreed that with respect to any work of authorship which the Contractor creates as part of the performance under this Contract, including any work created together with other authors, as the case may be, or any part thereof (hereinafter the “Work”) MIA shall have an unlimited licence (in terms of the manners, the quantity and the territory of use of the Work) for the entire term of the duration of the Contractor’s economic authorship rights with respect to the Work (hereinafter the “License”).
- b. The License is exclusive. The Contractor hereby grants to MIA the consent to assign or sublicense the Licence (in full or in part) to a third party.
- c. The Contractor is not entitled to use the Work, except as necessary for the performance under this Contract.
- d. The Contractor hereby explicitly provides his consent that MIA is entitled to use the Work or any part thereof in its original or altered form, independently or together with another work or elements, publish it, change it, modify it, combine in with any other work, include it in a collective work or otherwise interfere in the Work. MIA is thus not required to obtain any additional consent from the Contractor to any such changes or any similar use of the Work.
- e. The Contractor agrees that MIA is not obliged to use the License in any way and undertakes not to request the provision of a License to the Work by MIA in case MIA does not use the License.
- f. All remuneration for the License and the provision of any and all rights to MIA under this article 5 is included in the reward set out in article 4 of this Contract. The Contractor hereby confirms that the reward agreed under this Contract is considered reasonable, also taking into account the License and the rights provided under this Article 5.
- g. For avoidance of doubt, the purpose of the License and this Article 5 is the provision by the Contractor to MIA of the maximum possible scope of rights with respect to the Work as permitted by the applicable law so that MIA is entirely flexible to use the Work in its sole and absolute discretion, to the maximum extent permitted by applicable law.

5. This Contract may be amended only by written amendments signed by both parties.
6. Any provision of this Contract which is invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Contract invalid, illegal or unenforceable. The Parties hereby undertake to replace any invalid or ineffective provision with a new provision which is valid and effective and comes as close as possible to such invalid or ineffective provision.
7. This Contract shall be governed by and construed in accordance with the laws of the Czech Republic excluding the conflict of laws rules.
8. Any disputes arising from this Contract or in connection with it shall be resolved exclusively by the Municipal Court in Prague.

In Prague, on February 28, 2025

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doc. Dr. phil. Rudolf Kučera, Ph.D.
for MIA

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Dr. Kurt E. Fendt
Contractor