Contract between Charles University, CERGE (Client) and Consulimus AG (Contractor)

Contractor:	Consulimus AG
Client:	Charles University, CERG; Politických vězňů 936/7, Praha 1, 111 21, Czech Republic
Identification Number:	CZ00216208
Contact person Charles University	Prof. Stepan Jurajda (Principal Investigator of the project No 25-17442S)
Represented by (statutory):	doc. Marek Kapička, Ph.D., Director
Contact person Contractor:	Miriam Hientz (Projektleiterin)

Scope of services

The contractor shall provide the client with the service(s) described in more detail in Offer No. 6633 (see Annex 1) (hereinafter referred to as "the service"). The service must be fully suitable for the purpose defined in Annex 1 and must at least meet the specifications/requirements stated therein.

Performance conditions

The contractor shall perform the services independently, under their own responsibility, and within their own organizational structure. The contractor and any individuals engaged by them to fulfill their contractual obligations shall not receive any instructions from the client regarding how the services are to be performed.

The contractor may freely schedule their working hours, as well as those of the individuals they engage. However, agreed deadlines must be observed.

The services shall primarily be provided remotely.

The contractor is free to work for other clients, including competitors. However, the contractor shall perform this contract with the utmost care and shall refrain from any actions that could harm the client or its customers.

The contractor shall ensure that they have and utilize all resources necessary for delivering the agreed service (e.g., office equipment, software licenses for their own IT systems). If necessary resources are not available, the contractor shall procure them at their own expense.

Before the start of the service, each party shall designate a fixed contact person (single point of contact) for all project-related communication.

The contractor shall ensure that it is clear to customers and other third parties that they and the personnel they engage are not employees of the client.

The contractor shall generally perform the services themselves or through their own employees who are subject to social security contributions. The selection and assignment of these employees is the sole responsibility of the contractor. The contractor shall ensure that any individual assigned to the project has not been in a direct contractual relationship or acted as an agent for the client within the three months prior to the start of their assignment.

Usage rights

The client shall be enabled to use the services and works provided under the terms of this contract in any conceivable manner. All results of the work (including all documentation) and all assignable rights thereto shall, unless they already belong to the client by operation of law, become the property of the client upon their creation, or, where ownership cannot be transferred, shall fall under the client's exclusive control. Unless otherwise agreed in this contract, the client shall receive the exclusive, irrevocable, transferable, unlimited right—both in terms of time and geography—to use the services and related documentation.

Confidentiality

(1) The contractor agrees to treat all confidential information made available to them by or on behalf of the client in connection with the provision of contractual services—and/or otherwise obtained in this context—with strict confidentiality and with at least the same degree of care as they apply to their own confidential information. For the purpose of this provision, confidential information includes all information of the client and/or of any companies affiliated with the client within the meaning of §§ 15 ff. AktG,
the disclosure and/or use of which is not permitted under paragraph (3) and which falls into one or more of the following categories ("confidential information"):

- All data, information, and working documents concerning business processes and software (including source code and software concepts) of the client and/or its affiliated companies as defined by §§ 15 ff. AktG.

- All data, information, and working documents relating to products, know-how, inventions, business relationships, business strategies and concepts, contracts, personnel, and/or financial matters of the client and/or its affiliated companies.

- All information that is marked as "confidential" or "secret" or any other label clearly indicating its confidentiality.

- All information which, from the perspective of a reasonable recipient and applying the care of a prudent businessperson, as well as considering the nature of the information, the specific circumstances, and the manner of transmission, must be regarded as confidential.

If not marked as "confidential" or "secret," any information not otherwise classified as confidential under this section will also be considered confidential if it is designated as such within thirty (30) days of disclosure.

(2) The contractor shall take all necessary measures to prevent third parties from accessing or using confidential information. In particular, the contractor shall implement appropriate confidentiality measures and make such information accessible only to personnel or agents on a strict "need-to-know" basis, ensuring those individuals are also bound to confidentiality under these provisions.

(3) Information shall not (or no longer) be considered confidential if and to the extent that:

(i) it becomes public knowledge without fault on the part of the contractor,

(ii) the contractor can prove that it was already known to them prior to the signing of this contract and that they were not otherwise bound to confidentiality,

(iii) it is lawfully disclosed during the term of this contract by third parties not in violation of any legal or contractual obligations, or

(iv) the client expressly releases the contractor from confidentiality in writing.

(4) This confidentiality obligation shall apply for an unlimited period, even beyond the termination of this contract. Upon termination, the contractor shall return all media containing confidential information belonging to the client and, unless subject to legal retention requirements, delete any such data. The contractor shall not be entitled to assert any rights of retention over confidential information or its copies.

(5) The confidentiality obligation shall not be considered breached where information is obtained, used, or disclosed based on statutory provisions, legal permissions, or contractual authorization. This especially applies to § 3 of the German Trade Secrets Act (GeschGehG).

(6) For each culpable breach of the above confidentiality obligation, the client may demand payment of an appropriate contractual penalty from the contractor, determined at the client's reasonable discretion and subject to judicial review and potential reduction in the event of a dispute. The objection of continued offense (Einrede des Fortsetzungszusammenhangs) is excluded for all intentional violations. Claims for damages or injunctive relief remain unaffected by the above contractual penalty provision.

Deadlines / Schedules / Acceptance

The survey will take place during July, deadline for delivery will be by 15 August 2025.

Compensation

Service fee including transfer of rights and incidental costs:	Billing is based on the number of successfully completed interviews.
	The Client agrees to remunerate the Contractor a fee of EUR 10 (ten euros) including VAT for each successfully completed research interview. The total number of research interviews eligible for compensation under this Agreement shall not exceed **1,000 (one thousand)**. Accordingly, the maximum total remuneration payable by the Client to the Contractor under this Agreement shall not exceed EUR **10,000** (ten thousand euros) including VAT.
	For the avoidance of doubt, the Client shall not be obliged to pay any compensation in excess of this amount, irrespective of the actual number of complete interviews conducted.
	The invoice amount shall be paid net, without any deductions. Value Added Tax (VAT) shall be accounted for under the reverse charge mechanism, in accordance with the applicable legal provisions. The recipient of the service is responsible for declaring and paying the VAT in their country of establishment.

Billing Terms / Due Date:	**Invoicing:** The contractor shall issue a proper invoice to the client for the services rendered. Invoicing shall be done exclusively in electronic form as a PDF file. Each PDF file may contain only one invoice including its attachments. The invoice must state the client's order or purchase number and, if known, the contact person. **Due Date:** Payments shall be due within 30 days after delivery of the billed service and receipt of a proper invoice to an account designated by the contractor. If formal acceptance is required, it shall replace delivery as the point of reference alongside the receipt of a proper invoice.
Electronic Signature	This Agreement shall be signed by both parties in original (wet ink) and exchanged via postal mail. Electronic signatures shall not be used for the execution of this Agreement.

Register of Contracts

Charles University, CERGE undertakes to ensure the publication of the contract through the Register of Contracts in accordance with Act No. 340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and the Register of Contracts, as amended (the Register of Contracts Act).

Praha, dated …………………….　　　　　　　　　Köln, dated …………………….

………………………………………　　　　　　………………………………………
Charles University　　　　　　　　　　　　　　　Consulimus AG