



QUOTE

Ministry of Foreign Affairs of the Czech Republic
Mrs [REDACTED]
Loretánské náměstí 5
118 00
Prague 1
CZECH REPUBLIC
VAT Number: CZ45769851

Date
25 Jul 2025

Quote Number
QU-0199

Reference
INV-4340

VAT Number
GB238549825

Employment Conditions
Abroad Ltd
16 Great Queen Street
London
WC2B 5DG
UNITED KINGDOM
Contact email:
AR@eca-
international.com

Name & Position:
Date:

04-08-2025



MINISTERSTVO ZAHRANIČNÍCH VĚCÍ
ČESKÉ REPUBLIKY
PERSONÁLNÍ ODBOR
Loretánské nám. 105/5, 118 00 Praha 1

Description	Quantity	Unit Price	Discount	VAT	Amount EUR
02 December 2025 – 01 December 2026					
Global subscription on a Czech Republic base	1.00	49,715.00	0.00%	Zero Rated EC Services	49,715.00
Location allowance calculator - One base	1.00	2,705.00	0.00%	Zero Rated EC Services	2,705.00
Subtotal					52,420.00
TOTAL ZERO RATED EC SERVICES					0.00
TOTAL EUR					52,420.00

Terms

Link to Terms & Conditions:
<https://www.eca-international.com/getmedia/79d4b0f7-8369-43b7-ac5d-ed073e361b6b/ECA-Subscription-Terms-Government-Fixed-Term>

Please sign and return to confirm your subscription and your acceptance of the associated terms and conditions.
Signature: [REDACTED]

1. Definitions

"Agreement" means the agreement between ECA and the Subscriber for the carrying out by ECA of and payment by the Subscriber for the ECA Information Services.

"Conditions" means the terms and conditions referred to herein.

"ECA" means Employment Conditions Abroad Limited (company no. 1030127) trading as ECA International whose registered office is at New Brook Buildings, 16 Great Queen Street, London WC2B 5DG, UK.

"ECA Information" means all information (including data, reports, advice, training sessions, etc.) provided by or on behalf of ECA to the Subscriber in any form whatsoever including electronically.

"ECA Information Services" means the Subscription Services and the Enquiry Services.

"Enquiry Services" means the services provided as set out in Clause 7.

"Fees" means the annual charges (i) set out in the Order Form for access to the Subscription Services, and/or (ii) for the Enquiry Services, and/or (iii) for any other services provided by ECA from time to time (each as adjusted annually in accordance with ECA's standard rate card).

"Force Majeure Event" has the meaning set out in Clause 9.

"Intellectual Property" means any patents, trade marks, service marks, domain names, registered designs, utility models, design rights, moral rights, topography rights, rights in databases, copyrights and related rights, confidential information, inventions, trade secrets, the sui generis rights of extraction relating to databases, know-how, goodwill, business or trade names, get up, and all other intellectual property in any part of the world (whether or not registered or capable of registration) and all applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future.

"Legislative Change" means any change to applicable law as at the date of this Agreement.

"Order Form" means ECA's order form or service proposal setting out the Initial Term of this Agreement as defined in Clause 4 and the Fees payable by the Subscriber.

"Subscriber" means the government department, body or agency entitled to receive ECA Information Services in accordance with these Conditions.

"Subscription Services" means the provision of the ECA Information by ECA to the Subscriber as set out in the Order Form and as may be varied from time to time.

"Term" means the duration of the Agreement as set out in Clause 4.

References to **Clauses** are to clauses in these Conditions.

References to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, applied, extended or re-enacted.

2. Basis of Contract

ECA Information Services are provided in accordance with the Order Form and subject to these Conditions to the exclusion of all other terms and conditions including those contained in any purchase order documentation Subscriber supplies as part of its payment process. The Subscriber's written approval of the Order Form shall constitute its acceptance of the Fees and of these Conditions and its entry into this Agreement. The Subscriber warrants that it is entering into these Conditions as a business or other organisation (and not as a consumer) and has due capacity and authority to do so.

3. Services Offered

The ECA Information Services shall be as described on the ECA website from time to time (www.eca-international.com). On receipt of the Subscriber's signed approval of the Order Form, ECA shall make the ECA Information available to the Subscriber and send an invoice which shall be due and payable in accordance with Clause 6.

4. Duration

The term of this Agreement shall be 12 calendar months (or such longer period specified on the Order Form) from the first day of the month in which ECA receives written approval of the first Order Form (the **"Initial Term"**).

5. Intellectual Property, Use of the ECA Information & Confidentiality

All Intellectual Property rights in and to the ECA Information (including any data and tables derived from the ECA Information) provided to the Subscriber in whatever form shall vest wholly in ECA and the Subscriber acknowledges and agrees that it has no right, title or interest in or to any such ECA Information. The Subscriber will do and/or procure the doing of all acts and things and execute or procure the execution of all such documents as ECA considers necessary or desirable to give effect to this Clause 5.

For the duration of the Term, ECA hereby grants to the Subscriber a non-exclusive, non-transferable, non-sublicensable, revocable licence to use ECA's Intellectual Property solely as necessary for the Subscriber to obtain the benefit of the ECA Information Services solely for its own business purposes and wholly in accordance with these Conditions (which shall not include allowing the use of ECA's Intellectual Property by, or for the benefit of, any person other than an employee of the Subscriber). In particular, the Subscriber shall not use the ECA Information for any purpose which conflicts with ECA's own commercial purpose, including the provision of the ECA Information or any advisory service based on the ECA Information to any third party outside of the Subscriber's department, body or agency (including without limitation any other governmental department, body or agency). For the avoidance of doubt, this restriction shall apply equally to the ECA Information and any data or tables derived from the ECA Information.

For the avoidance of doubt, the Subscriber has no right (and shall not permit any third party) to (i) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to any software forming part of the ECA Information in whole or in part except to the extent that any reduction of such software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of such software with the operation of other software or systems used by the Subscriber, and the Subscriber shall request ECA to carry out such action before undertaking any such reduction, or (ii) have access to any software forming part of the ECA Information in source code form other than as expressly provided in these Conditions.

ECA may not be used as a source reference without its prior written consent and may never be used as a source reference for any content and/or data not based on its ECA Information and methodology.

The Subscriber shall ensure that all ECA Information is kept securely and confidentially and shall not be copied, reproduced or published by the Subscriber (other than for its own internal business purposes) without ECA's prior written consent. The Subscriber shall ensure that no third party shall have access to or use the ECA Information and/or the Services without the prior written consent of ECA.

6. Fees & Payment

Fees for the first 12 months of the Term shall be payable on receipt of invoice. If a longer period is specified on the Order Form, Fees for any subsequent period(s) of 12 months (or the remaining period if such period is less than 12 calendar months) shall be charged according to ECA's standard rate card applicable at the time of renewal and be payable on receipt of invoice, which shall be issued by ECA upon commencement of each such 12-month period. Under no circumstances will Fees be refunded or credited after the start of the applicable period.

If the Subscriber requests additional countries and/or services (**"Additions"**) be added to the Subscription Services at any point during the Term, the Subscriber agrees to pay the full 12-month period Fees for such Additions according to ECA's standard rate card applicable at the time of such Additions in respect of the period from the date on which the Additions are made to the end of the then current 12-month period of the Term. Payment for any new countries and/or services is due as set out above.

If the Subscriber requests in writing that a country and/or services be removed from the Subscription Services, the Fees will be adjusted accordingly for any subsequent subscription period, but no refund or credit will be given for the then current subscription period.

All Fees shall be remitted to ECA in full and without deduction or withholding and the Subscriber shall be liable for all taxes (including withholding, sales, use, stamp, value added, turnover, import and duty or other similar taxes, levies, charges and assessments imposed with respect to such amounts) payable thereon. To the extent that ECA is obliged to make payment of any of the foregoing, the Subscriber shall reimburse ECA on demand, and upon the failure of the Subscriber to so reimburse ECA, ECA shall have all of the remedies provided by law for the collection of unpaid Fees. Notwithstanding Clause 10, ECA reserves the right to charge interest on any overdue amount from the date on which payment had been due to the date on which payment is received at the rate of 4% above the Bank of England's base rate.

7. Enquiry Services

ECA will use reasonable endeavours to answer by email or telephone any reasonable enquiry from the Subscriber concerning the Subscription Services. ECA reserves the right to charge a Fee for such enquiries on a time-cost basis in accordance with ECA's standard rate card and will be invoiced and are payable in accordance with Clause 6.

8. Provision of Information to ECA

From time to time, ECA may ask the Subscriber for information relating to its assignee management practices, its assignees' terms and conditions and any other relevant information or experience it may have. The Subscriber is under no obligation to provide any such information, but if it chooses to do so, it shall be provided at no cost to ECA and may be used by ECA on an anonymised basis as part of its services.

Unless the Subscriber is party to a Hosting Agreement with ECA, in which case the provisions of such Hosting Agreement will prevail in respect of personal data provided to ECA by the Subscriber, and save where any personal data is submitted directly by individuals to ECA via ECA's website, the Subscriber hereby warrants and represents that it will not at any time provide to ECA any personal data (as such term is defined in Article 4 of Regulation (EU) 2016/679). The Subscriber shall indemnify and keep indemnified ECA against any and all costs, claims, fines, group actions, damages or expenses incurred by ECA or for which ECA may become liable as a result of the Subscriber's breach of this Clause 8.

9. Exclusion and Limit of Liability

Nothing shall limit or exclude either party's liability to the other for (i) fraudulent acts by itself or its employees; (ii) any death and/or personal injury caused by its negligence; or (iii) any matter which is not capable of being limited or excluded by law.

Both parties agree to take all reasonable care to ensure that any information supplied to one another, including the ECA Information, is accurate. Notwithstanding the above, both parties acknowledge and agree that all information, including the ECA Information, is provided on an "as is" basis.

Without prejudice to Clause 8, neither party shall have any contract, tort or other liability to the other for any direct or indirect loss or damage as a result of any information which it receives being incorrect, or for any failure to notify the recipient of any change in circumstances which renders information which was correct when given, incorrect at a later date.

ECA shall have no liability for any other indirect or consequential losses including loss of profit. In no event shall ECA's liability (in contract, tort or otherwise) exceed 100% of the annual Fees at the time of the relevant breach of these Conditions.

ECA shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders, Legislative Change which affects ECA's ability to provide the ECA Information Services or any other force majeure events (each a "Force Majeure Event"). If a Force Majeure Event persists for a period of 14 days

or more, ECA shall be entitled to terminate this Agreement immediately and without additional liability.

10. Suspension and Termination

ECA reserves the right to suspend access to ECA Information Services without notice in the event that Fees remain outstanding for more than 60 (sixty) days beyond their due date. ECA will use reasonable endeavours to give the Subscriber at least 7 (seven) days' prior notice of any such suspension. ECA will reinstate access to ECA Information Services as soon as practicable after payment has been received in full. No refund or credit will be given for any period of suspension and all other Conditions of this Agreement (including for the avoidance of doubt the Term) will remain in full force and effect.

Notwithstanding Clause 4, ECA may terminate this Agreement, access to the ECA Information and the supply of ECA Information Services without notice and without liability in the event of the Subscriber's breach of any of the Conditions and/or in the event of the Subscriber's insolvency, appointment of an administrator or any such equivalent action. Upon termination, the Subscriber shall immediately pay all outstanding monies owed to ECA under this Agreement or otherwise. Clauses 9 to 12 inclusive shall survive any termination of this Agreement.

11. General

Variation: ECA reserves the right to vary these Conditions upon reasonable notice to the Subscriber. If the Subscriber does not agree to the relevant amendments, it shall have the right to terminate these Conditions upon 60 days' prior written notice to ECA whereupon Fees for all Subscription Services already provided shall be immediately due and payable. Notwithstanding the above, ECA reserves the right to vary the range or details of any other services which it offers from time to time without prior notice.

Waiver: No waiver by either party of any breach of the terms hereunder shall be construed as a waiver of any subsequent breach of the same or any other provision. Waivers shall only be valid when executed in writing and signed by the waiving party.

Severability: If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions shall not be affected. The parties shall co-operate in good faith to replace any such provisions.

Transfer: The Subscriber may not assign or transfer any rights or benefits granted to it under these Conditions without the prior written consent of ECA, such consent not to be unreasonably withheld. ECA may assign or transfer any of its rights or benefits under these Conditions in its sole discretion. In the case of a transfer of obligations, the transfer will be effected by a novation such that thereafter this Agreement will be between the assignee (filling the role of ECA) and the Subscriber and the Subscriber agrees to enter into such novation upon request.

Third Party Beneficiaries: This agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

12. Governing Law and Jurisdiction

This Agreement shall be interpreted and governed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.