Státní veterinární ústav Praha



###### Sídlištní 136/24, 165 03 PRAHA 6 - Lysolaje

# CONTRACT ON PROVISION OF SERVICES

Ref. No. /2017-SVÚ Praha

Between

### Contract Owner: Státní veterinární ústav Praha

Represented by: MVDr. Kamil Sedlák, Ph.D.

Residence: Sídlištní 136/24, 165 03 Praha 6

Contract owner’s contact person: Ing. Jan Rosmus

Phone: +420  251 031 300

E-mail: jan.rosmus@svupraha.cz

Bank connection: Czech National Bank, Na Příkopě 28, Prague 1

Account Number: IBAN: CZ37 0710 0345 3400 2043 9061

SWIFT: CNBACZPP

(hereafter “SVÚ Praha“)

and

### Supplier: Rada Svitlica

Residence: XXXXXXXXXXXXXXX Istočno Novo Sarajevo

Bosnia and Herzegovina

Supplier’s contact person: Rada Svitlica

Phone: XXXXXXXX

E-mail: XXXXXXXX

Account No.: XXXXXXXX

XXXXXXXX

XXXXXXXX

(hereafter “Supplier “)

1. **Subject of the Contract**
   1. The Supplier and the SVÚ Praha have agreed to cooperate on the SVÚ Praha´s project called “Food safety improvement in Bosnia and Herzegovina” (hereafter ”Project“).The Project is in line with Sustainable Development Goal 16, as it is focused on support for effective and transparent institutions at multiple levels. One project task is to strengthen the role of the competent authorities and ensure sufficient inspections from 2020. The Project will establish suitable procedures and systems in two inspection areas: salmonella (Output 2) and additives (Output 3).
   2. The Supplier will prepare (meetings with aid recipients, with representatives of the Ministry of Agriculture, Veterinary Administration, Laboratories and Inspectorates and under the instructions of the project manager, Mr. Rosmus will also prepare documentation for logistics, organization of negotiations, meetings and trainings). The supplier will participate actively in parts of the Salmonella project and the additives.
   3. In accordance with the instructions of the SVÚ Praha, the supplier will ensure the organization of negotiations, meetings and trainings and will participate in the outputs of the project documentation.
   4. The Supplier will also carry out other activities that will provide assistance and support to SVÚ Praha in order to achieve the goal stated in provisions of 1.1.
   5. **Period of performance:**

The contract is concluded for the period from October 1, 2017 to September 30, 2018, with the option of extending until August 31, 2020.

1. **Terms of Payment**
   1. The SVÚ Praha shall reimburse the Supplier for the services and costs specified in Article 1 of this Contract. The maximum annual amount to be paid by the SVÚ Praha under this specific Contract for the services and costs listed in Article 1 of this Contract shall not exceed the amount of 388 000 CZK (amount approximately 14 950EUR), price including VAT
   2. SVÚ Praha will pay the Supplier for assistance and support on a monthly basis. For each hour of the services actually provided in the calendar month, the SVÚ Praha will provide remuneration of EUR 12.50 per hour, price including VAT. The number of hours may not exceed 80 hours per calendar month.
   3. The Supplier shall issue a monthly statement of her pre-approved travel costs associated with securing the subject matter of the contract paid by the Contract owner. SVÚ Praha undertakes to reimburse the Supplier's adequate reasonable costs.
   4. The payments will be made in EUR as well as billing for service charges and travel allowances will also be settled in EUR.
   5. The above mentioned amounts will be paid only by bank transfer to the following account opened in the name of the Supplier:

Acconut No.: NLB RAZVOJNA BANKA

XXXXXXXX

XXXXXXXX

* 1. The payments provided by the SVÚ Praha shall be based on the Supplier´s proper requests of payment.
  2. The request for the payment shall be admissible only if it is accompanied by the relevant invoice issued by the Supplier and in accordance with Article 2.4. The invoice for the services provided shall be accompanied by a statement of the work and the travel expenses as well as the relevant supporting documents demonstrating the costs borne by the Supplier, which have been previously approved in writing by SVÚ Praha. The payment request will be forwarded to SVÚ Praha no later than the last working day of each month. The application will be sent to the SVÚ Praha e-mail address specified in this Contract.
  3. The SVÚ Praha shall reimburse the invoice to the Supplier within 30 days of the date on which the request for payment was approved by the SVÚ Praha.

1. **Obligations of the Supplier**

The Supplier undertakes to:

* 1. ensure provision of services in accordance with the terms and conditions set out in this Contract;
  2. observe any applicable laws in the execution of this Contract, and to hold the SVÚ Praha harmless of any claims from third parties (including State authorities) related to the execution of this Contract;
  3. be cooperative and actively participate in the quarter outputs of the project documentation.

1. **Patents, licenses and intellectual property**
   1. The Supplier undertakes to protect the SVÚ Praha against all third-party actions for breach of copyright or other intellectual property rights, which might arise out of this Contract.
   2. The Supplier declares that it is the rightful owner of the intellectual rights to all information supplied by virtue of this Contract, and that it is entitled to sell or transfer those rights in accordance with the terms of this Contract. If intellectual rights are the property of third parties, the Supplier shall request those third parties to confirm to the SVÚ Praha, in writing and within four weeks following signature of the Contract, that the Supplier is indeed entitled to sell or dispose of those rights in accordance with the terms of this Contract.
   3. When the provision of services involves the use of a patent, certificate of utility (utility model), trademark, industrial drawing or model belonging to a third party, the Supplier shall indemnify the SVÚ Praha against infringement proceedings brought by that party.
   4. The SVÚ Praha and the Supplier shall exchange all information on any industrial property right that could impede the performance of the Contract.
2. **documentation**
   1. The Supplier shall provide free of charge to the SVÚ Praha any update of the documentation provided under this Contract.
   2. The Supplier shall permit the SVÚ Praha to reproduce all or part of the documentation provided, for its internal needs, directly connected with use by its personnel. The SVÚ Praha shall ensure that any indication concerning the intellectual property rights appearing on the original copies is reproduced.
3. **quality and standards**
   1. The Supplier undertakes to perform the Contract to the highest professional standards. The Supplier shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
   2. The Supplier shall have sole responsibility for taking the necessary steps to obtain any permit or license required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
   3. The Supplier must ensure that any member of the staff performing the Contract has the professional qualifications and experience required for the execution of the tasks assigned to him.
   4. The Supplier shall neither represent the SVÚ Praha nor behave in any way that would give such an impression. The Supplier shall inform third parties that he does not belong to the Czech public service.
   5. The Supplier shall have sole responsibility for the member of the staff that executes the tasks assigned to him.
   6. Should the Supplier fail to perform his obligations under this Contract in accordance with the provisions laid down therein, the SVÚ Praha may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. The SVÚ Praha can only exercise this right after the Supplier does not repair such failure within 15 days from notification by the SVÚ Praha.
   7. The SVÚ Praha can monitor compliance with the standards.
   8. The Supplier must communicate and share all serious, important or relevant information concerning the project with SVÚ Praha and its representatives and third parties chosen by the SVÚ Praha, which are involved or interested in the project (e.g. respective embassy of the Czech Republic).
   9. Supplier is committed to state that the project was financed from the state budget of the Czech Republic within the framework of the Czech Development Cooperation when referring about the project and its involvement in the project for scientific, research and publication reasons, same as when providing any information concerning the project to the third parties. All published materials and outcomes connected to the project during its implementation and after its conclusion will be stamped by the logo of the Czech Development Cooperation of the Czech Republic. This logo will be provided to the Supplier by the SVÚ Praha in electronic form. Anytime, when Supplier uses his logo, Supplier must next to it use the logo of the Czech Development Cooperation at least of the same size.

# liability

* 1. The SVÚ Praha shall not be liable for damage sustained by the Supplier in performance of the Contract except in the event of willful misconduct or gross negligence on the part of the SVÚ Praha.
  2. The Supplier shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of sub-Contracting. The SVÚ Praha shall not be liable for any act or default on the part of the Supplier in performance of the Contract.
  3. The Supplier shall provide compensation in the event of any action, claim or proceeding brought against the SVÚ Praha by a third party as a result of damage caused by the Supplier in performance of the Contract.
  4. The Supplier shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the field. A copy of all the relevant insurance Contracts shall be sent to the SVÚ Praha should it so request.
  5. The Supplier declares:

1. that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract;
2. that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

# taxation

The Supplier shall have sole responsibility for compliance with the tax laws, which apply to him. Failure to comply shall make the relevant invoices invalid.

# force majeure

* 1. *Force majeure* shall mean any unforeseeable and exceptional situation or event beyond the control of the Contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a Supplier, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labor disputes, strikes or financial problems cannot be invoked as *force majeure* unless they stem directly from a relevant case of *force majeure.*
  2. If either Contracting party is faced with *force majeure*, it shall notify the other Contracting party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
  3. Neither Contracting party shall be held in breach of its Contractual obligations if it has been prevented from performing them by *force majeure*. Where the Supplier is unable to perform his Contractual obligations owing to *force majeure*, he shall have the right to remuneration only for tasks actually executed.
  4. The Contracting parties shall take the necessary measures to reduce damage to a minimum.

# Termination of the Contract

* 1. The SVÚ Praha reserves the right to terminate this Contract and the Supplier undertakes to repay the expenses in the following cases:
  2. the Supplier fails to deliver any services under the terms of this Contract;
  3. the Supplier fails to fulfill any of the terms of this Contract;
  4. the SVÚ Praha seriously suspects the Supplier of fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the SVÚ Praha's financial interests.

With the exception of fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the SVÚ Praha's financial interests, this right can only be exercised by the SVÚ Praha after such failure is not repaired by the Supplier within 15 days from notification by the SVÚ Praha.

* 1. In case of *force majeure*, notified in accordance with Article 9.2., either Contracting party may terminate the Contract, where performance of Contracted services cannot be provided for the period longer than two months.

# suspension of the Contract

Without prejudice to the SVÚ Praha right to terminate the Contract, the SVÚ Praha may at any time and for any reason suspend execution of the Contract, pending orders or specific Contracts or any part thereof. Suspension shall take effect on the day the Supplier receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The SVÚ Praha may at any time following suspension give notice to the Supplier to resume performance of this Contract. The Supplier shall not be entitled to claim compensation on account of suspension of the Contract, of the orders or specific Contracts, or of part thereof.

1. **Amendments**

Any amendment to this Contract must be in writing, signed by the Contracting parties hereto; failing which such amendment shall have no effect and be void.

1. **Applicable law and settlement of disputes**
   1. The Contract shall be governed by the national substantive and procedural law of the Czech Republic.
   2. Any dispute between the Contracting parties resulting from the interpretation or application of the Contract, which cannot be settled amicably, shall be brought before the courts of the Czech Republic.
2. **Final provisions**
   1. This Contract will be published in the register of contracts, which was established according to Act. No. 340/2015 Coll.
   2. This Contract becomes effective after the signing of this Contract by duly authorized representatives of both Contracting parties and its publication in the register of contracts.
   3. Done in Prague and Sarajevo in three original counterparts in the English language, from which SVÚ Praha will receive two counterparts and the Supplier will receive one counterpart.

In Prague on ……………………… In Sarajevo on ………………….

For and on behalf of the SVÚ Praha For and on behalf of the Supplier

……………………………………….. ………………………………………………….

MVDr. Kamil Sedlák, Ph.D. - Director Ms. Rada Svitlica