

2018/0401

Partnership Agreement

Charles University, Faculty of Arts

ID no. 00216208, Tax ID no. CZ00216208

registered office: nám. Jana Palacha 1/2, 116 38 Prague 1

represented by: doc. PhDr. Michal Pullmann, Ph.D., Dean

person responsible for implementing the agreement: [REDACTED] [REDACTED] phone:

[REDACTED] e-mail: [REDACTED]

bank account no. [REDACTED] at [REDACTED] [REDACTED]

IBAN: [REDACTED]

SWIFT/BIC: [REDACTED]

cost centre: 840151

as one party (the "Grantee")

and

Větrné mlýny s. r. o. / Wind Mills Ltd.

ID no. 29279194, Tax ID no. CZ29279194

registered office: Dominikánská 9, Brno, 60200, Czech Republic

represented by: Pavel Řehořík

phone: [REDACTED] e-mail: [REDACTED]

person responsible for implementing the agreement: Pavel Řehořík, phone: [REDACTED]

[REDACTED] e-mail: [REDACTED]

bank account no.: [REDACTED] at [REDACTED]

IBAN: [REDACTED]

SWIFT/BIC: [REDACTED]

as the other party (the "Partner")

referred to jointly as the "Parties"

have agreed

for the purpose of implementing the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad+ Grant No. 21730335

to the following:

I.

Subject Matter of Agreement

- 1.1. The subject matter of this Agreement is a part of implementation of the project "Visegrad Eastern Partnership Literary Award 2018 (VEaPLA)", based on the Grantee's proposal in the application submitted to the International Visegrad Fund (the "Fund") under serial no. 21730335 (the "Project").

- 1.2. The Partner will participate in:
- a) the publishing process (translation, editing, and publishing) for the Book of the Year,
 - b) promotion of the VEaPLA project in the Czech Republic,
 - c) support in organization of book presentations.

II. Obligations of the Partner

- 2.1. The Partner is obliged to acknowledge the Fund's support of the Project:
- on all premises where events take place as part of the Project (in the form of a banner or flag),
 - in all printed materials distributed as part of the Project, and
 - on the Partner's website, which must be available in English language in addition to any national language.
- 2.2. Acknowledgements in event venues must be present for the duration of the events; acknowledgements on-line must remain active for the entire implementation period of the Project, at minimum.
- 2.3. All acknowledgment must visibly carry the current version of the logo of the Fund and, if on-line, must be directly linked to the Fund's web-site www.visegradfund.org. When publicly communicating through social media, the Partner is to make references/links to the Fund's active accounts on Facebook, Twitter or Instagram.
- 2.4. The Partner is obliged to allow visits from the staff of the Fund or from personnel authorized to do so by the Fund, to allow a financial inspection, and to provide any materials related to the Project upon request.

III. Financial Matters

- 3.1. The Parties have agreed that the subject matter of the Project set out in Article I hereof will be supported up to a maximum amount of EUR 9,000 (in words: nine thousand euros), inclusive of VAT.
- 3.2. The total amount consists of:
- translation costs: up to a maximum of EUR 2,000 (in words: two thousand euros);
 - copyright of the translated book: up to a maximum of EUR 3,000 (in words: three thousand euros);
 - graphic design of the book of the year, publishing costs of the book of the year: up to a maximum of EUR 4,000 (in words: four thousand euros).
- 3.3. All Project payments must be made through a bank account owned by the Grantee, and cash transactions will not be accepted.
- 3.4. The expenses of the Partner set out in paragraph 3.1 hereof will be covered by the Grantee by settling the invoices directly or by paying the necessary amount to

the Partner retrospectively, based on the real costs re-invoiced by the Partner to the Grantee.

- 3.5. The invoice is payable within 30 days of its proper delivery to the Grantee.
- 3.6. The invoice must contain:
 - the essentials prescribed by Act no. 235/2004 Sb., on Value Added Tax, as amended,
 - the essentials prescribed by Act no. 563/1991 Sb., on Accountancy, as amended,
 - the essentials of the business instrument prescribed by Section 435 of Act no. 89/2012 Sb., the Civil Code, as amended,
 - the name and registration number of the Project,
 - the list of performed activities.
- 3.7. If the invoice lacks the prescribed essentials or if it contains incorrect data, the Grantee must return it to the Partner within the payment term for correction without being in delay with payment. The price is deemed duly and timely paid if the full amount is debited from the Grantee's account as of the last day of the aforementioned deadline.

IV.

Liability for Damage

- 4.1. The Partner is liable for any damage caused through its own fault by breach of its obligations under this Agreement.
- 4.2. For the avoidance of doubt, the Parties declare and agree that damage is also deemed to be the obligation of the Grantee to pay any contractual penalty to the Fund caused by a breach of the Partner's obligation under this Agreement.
- 4.3. The Grantee is obliged to exercise its claim for any indemnity from the Partner in writing only and without undue delay, no later than 90 calendar days following the occurrence of the damage; otherwise its right to claim damage expires.
- 4.4. If the Partner is obliged to pay compensation for damage to the Grantee, the Grantee is entitled to set off the compensation for damage against the total amount set out in paragraph 3.1 hereof.

V.

Other Provisions

- 5.1. The Partner declares that, prior to the signing of this Agreement, it has familiarized itself with the Rules and Grant Guidelines of the Fund which are applied by the Fund for the organization and treatment of grants, including the grant provided to the Grantee, and which are published on the website of the Fund (www.visegradfund.org). The Partner is obliged to accept all such rules and principles of the Fund.

- 5.2. The Partner will immediately inform the Grantee in writing of any circumstance which may affect the realization of the Project or of any changes in the contractual conditions.
- 5.3. All financial documents (receipts, bills, contracts, invoices, etc.) related to the Project and copies thereof delivered to the Grantee must be kept for a period of at least 10 years.
- 5.4. All formal communication between the Parties must be conducted in English.
- 5.5. The Grantee is the bearer of the intellectual property rights and/or copyrights to any output of the Project or any part thereof.
- 5.6. Both Parties may disclose information on the Project and permit access to the public in order to allow participation in the Project.

VI.

Withdrawal and Termination of the Agreement

- 6.1. The Agreement will cease to exist:
 - by written agreement of both of the Parties, as of the date stated in the agreement,
 - by written notice of termination without stating a reason, with a three-month notice period; the notice period starts on the first day of the calendar month following delivery of the notice,
 - by withdrawal from the Agreement in the event that any of the contractual requirements are not met by the Partner or breached by the Partner and the Partner does not remedy such deficiency or breach within an additional reasonable period provided by the Grantee in the written request for remedy.
- 6.2. Withdrawal from or termination of this Agreement becomes effective upon delivery of the written notice on withdrawal or termination to the other party to the address specified in the heading hereof by registered mail delivered to the attention of the addressee with confirmation of delivery. Any notice is deemed delivered on the seventh day after its dispatch, even if it has not been collected by the addressee.
- 6.3. Upon withdrawal, this Agreement becomes null and void (from the onset). If the Contract is terminated upon withdrawal of the Grantee therefrom, the Partner is automatically obliged to return to the Grantee the paid amount within 15 business days. Withdrawal from this Agreement does not affect the right of either party to compensation for damage.

VII.

Final Provisions

- 7.1. The Parties are aware of and agree with publication of the Agreement by the Grantee, in accordance with Act no. 340/2015 Sb., concerning special conditions regarding the effect of some contracts, their publication, and the Contract

Register (the Contract Register Act), as amended (the "Act on the Register of Contracts"), immediately after signing the Agreement.

- 7.2. The Parties declare that the Agreement does not contain commercially confidential information or information whose publication would lead to unauthorized access to the rights and obligations of the Parties, their representatives, or their employees, and the Parties agree with publication of the Agreement in its entirety. Nonetheless, prior to the Agreement's publication, the Grantee is, if necessary, entitled to delete information which, under the Act on the Register of Contracts, should not or need not be published. In the event that publication of the Agreement does lead to unauthorized access to the rights and obligations of the Parties, their representatives, or their employees, each party is responsible solely for the harm caused to itself, its own representatives, or employees.
- 7.3. The Parties have agreed that this Agreement is entered into and takes effect on the day of its publication in the Contract Register, in accordance with the Act on the Register of Contracts. The Parties are explicitly aware of and agree that fulfilment of the Agreement can take place only after it has taken effect. The Grantee undertakes to inform the Partner of the Agreement's registration by sending a copy of the confirmation issued by the Contract Register administrator to the e-mail address provided in the header of this Agreement.
- 7.4. This Agreement is concluded for a definite period of time until 9 August 2019 (i.e. the implementation period of the Project + 50 business days), with the exception of Article IV hereof which will remain valid and effective for an indefinite period of time.
- 7.5. The Agreement, including any amendments thereto, as well as the legal relationships arising from this Agreement and any relationships not expressly regulated in this Agreement, are governed by Czech Law, especially by Act no. 89/2012 Sb., the Civil Code, as amended, and by any other generally binding legal regulations valid in the Czech Republic, as may be applicable.
- 7.6. Any disputes arising from this Agreement which could not be settled by agreement of the Parties will be resolved by the Czech courts.
- 7.7. Should any of the partial provisions of this Agreement become invalid, the Agreement will not become invalid as a whole, unless its contents or the circumstances of such invalidity imply that the relevant part cannot be separated from the remaining parts of this Agreement. In the event of such invalidity of any part of this Agreement, the Parties undertake to agree on a new wording of the relevant provisions in the form of a written amendment to this Agreement. Should they fail to do so, the relevant relationships will be governed by the applicable provisions of the acts specified in paragraph 7.5 hereof.
- 7.8. All modifications and amendments to this Agreement may only be executed with the consent of both Parties in the form of written, numbered amendments to this Agreement. The same applies to this clause. Changes in the person(s) responsible for implementing this Agreement identified in the heading hereof will not require a written amendment to this Agreement. A written notice sent to the other

party's address specified in the heading hereof is deemed sufficient for this purpose.

- 7.9. This Agreement constitutes the entire and final agreement of the Parties with regard to the content of this Agreement, and no representations, warranties, agreements, understandings, verbal or otherwise, exist between the Partners except as expressly set out herein.
- 7.10. The Parties hereby declare that this Agreement is an expression of their true, free, and serious will and that it has not been concluded under duress or under conspicuously disadvantageous conditions and that the parties undertake to perform this Agreement, in witness whereof, they attach their signatures below.
- 7.11. This Agreement has been executed in two identical originals. Each party receives one original.

In Prague, on: 25. 3. 2018

In Brno, on: 5.3.2018

Grantee:

Partner:

doc. PhDr. Michal Pullmann, Ph.D.
Dean

Pavel Řehořík
Director