



Došlo na právní oddělení ČZU dne:

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# **CONTRACT ON COOPERATION**

Between

**Caritas Czech Republic  
and  
Czech University of Life Sciences Prague**

Under the project  
**Agribusiness for LIFE – Livelihoods, Innovation, Food &  
Empowerment**

Supported by the Czech Development Agency in the frame of the  
Czech Republic Development Cooperation Program



**CZECH REPUBLIC  
DEVELOPMENT COOPERATION**



The following entities

### **Caritas Czech Republic**

Registered seat at: Vladislavova 1460/12, 110 00 Prague 1, Czech Republic  
Represented on the basis of power of attorney by: Jakub Líčka, Secretary General  
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Praha 1, Česká republika  
(hereinafter referred to as the "CCR")

and

### **Czech University of Life Sciences Prague**

Registered seat at: Kamýčká 129, 165 00 Praha – Suchbátka  
Represented by: prof. Ing. Petr Sklenička, CSc., rector  
Business ID: 60460709  
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Tel./Fax: 224 381 111  
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Bank details: IBAN: CZ38 0800 0000 0005 0002 2222  
Name of the bank: Česká spořitelna, a.s.  
Bank address: Budějovická 1518/13B, Praha 4, 140 00  
Account Number (IBAN): 500022222/0800  
SWIFT CODE: GIBACZPX  
Currency of the account: CZK  
(hereinafter referred to as the "Partner" or "CULS")  
(CCR and Partner referred to also as the "Contractual Partners" or "Parties")

have concluded, according to Act no. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "Civil Code"), this Contract on Cooperation under the terms and conditions as further specified below (hereinafter referred to as the "Contract").

I.

#### **Subject-matter**

1. The subject-matter of this Contract is the commitment of Partner to cooperate, under the conditions specified below, in the implementation of the project "**Agribusiness for LIFE – Livelihoods, Innovations, Food & Empowerment**" (hereinafter the "Project") for the period from July 1<sup>st</sup> to December 31<sup>st</sup> 2018.

2. Partner undertakes to contribute expertise and its best practices to the project activities as per project documentation (**Annex 1a**) and in accordance with project Table of Outputs and Activities each year of the project implementation 2018 - 2021 (**Annex 1b**). The partnership is therefore valid for the whole project implementation while for each calendar year new contract will be signed in order to update all annexes to the current project conditions.
3. CCR undertakes to provide the Partner with the total amount of **279 320,- CZK** to cover the costs of the Project implementation (hereinafter the "Project Budget") in 2018. For the particulars of the Project Budget, see **Annex 2**. The Parties agree that the Project Budget is the highest acceptable sum to cover the expenditures in question which will be provided by CCR (in particular, including any bank fees or irrespective of potential changes in exchange rates (if applicable)).

## II.

### General Principles

1. The Parties declare that they are aware of the fact that the Project implementation and its funding are based on the rules of development assistance of the Czech Republic to Zambia. In the scope of the relationship established by this Contract, the Parties undertake to act in accordance with the purpose of the Project and always with the objective of its transparent implementation.
2. Under the provision of Article 3 of Regulation (EC) No 593/2008 of the European Parliament and of the Council on the law applicable to contractual obligations (Rome I), as amended, the Parties have agreed that their relationship established by this Contract shall be governed by the laws of the Czech Republic, primarily by the Civil Code.

## III.

### Rights and Obligations of the Parties

1. CCR is the lead implementing organization and is responsible for the Project as a whole towards the donor.
2. CCR undertakes to represent the Project towards third parties unless otherwise explicitly and in written agreed with the Partner.
3. CCR undertakes to provide the Partner with sufficient information about the Project on the day of signing this Contract the latest.
4. CCR undertakes to inform the Partner without undue delay about any new fact that is important for the cooperation of the Parties as per this Contract. Equally, the Partner is obliged to inform CCR without undue delay about any change of circumstances on its part relevant for the implementation.
5. The Partner undertakes to carry out the Project activities as specified in the Project documents (**Annex 1a-c**) and supply respective deliverables listed in **Annex 11** (hereinafter the "Deliverables"). The activities shall be implemented in accordance with the Project Table of Outputs and Activities (**Annex 1b**) and with the highest possible quality and in line with the regulations of CCR, including but not limited to the ethical Code of Conduct.
6. The Partner undertakes to follow CCR instructions and decisions regarding the Project implementation. The main focal point on CCR side is Program Manager for

Africa in CCR Head Office in Prague while for the Partner, Head of Department of Economics and Development, CULS.

7. When implementing the Project activities, the Partner is obliged to ensure the visibility of the Czech Republic Development Cooperation as well as visibility of all possible project partners (CCR, CULS, Big Terra and Lima Links). Whenever possible, the Partner is obliged to use the logo of the Czech Development Agency (as described in **Annex 12**) and CCR (**Annex 3**). All logos shall be of the same size. Concrete visibility activities and measures are to be agreed by the responsible persons of the Parties. Design and content of visibility materials to be produced and distributed in the scope of the Project shall be approved by CCR in writing in advance. The Partner is obliged to ensure the visibility of CCR and Czech Republic Development Cooperation for the duration of the Project or the Contract and for a period of 3 years following the latter of these circumstances. The obligation according to the preceding sentence shall remain in force even after the termination of this Contract irrespective of the form of the Contract termination.
8. Partner is obliged to regularly inform CCR on implementation of Project activities pursuant to **Annex 1**. Reports in English shall be delivered as stated below:
  - a) Quarterly narrative report using the form in **Annex 4**. Part of the Quarterly narrative report shall also include a monthly activity plan which shall be submitted using the form in **Annex 9**. Quarterly narrative reports will be accompanied by scans of documents and other materials (attendance lists, certificates, contracts, photos etc.) indicating fulfilment of the Project activities and results (according to the List of Deliverables in **Annex 11 – Documentation required**). Quarterly narrative reports will be submitted by e-mail on the **5<sup>th</sup> day of the following month after the reporting period** to the hands of **Project Coordinator in Zambia**, who consolidates reports on monthly basis, and **Head of Programmes**. The first narrative report is for months July-September due to **October 5<sup>th</sup>, 2018**.
  - b) Monthly financial report containing information on costs related to implementation of respective Project activities (funded both from the received funds and the other resources used for co-funding) using the form in **Annex 5** sent by e-mail in both excel format and scan of signed and stamped document. The reports shall be accompanied by scans of relevant financial documents. The reports shall be submitted by the 5<sup>th</sup> day of the following month at the latest to **Financial Coordinator in Head Office, Prague**. The first financial report is for the first month of the first spending due to **the 5<sup>th</sup> day of the following month**. Financial report for each following month shall be developed by using the report from the previous month to which new data (related to the reporting month) shall be added. Due to this accumulation, the last monthly financial report will at the same time constitute the final financial report of the Project. An invoice for the total amount expended by the Partner for the implementation of Project activities shall be also annexed to the financial report after each end of the calendar quarter. The final financial report (December financial report) shall be submitted **by 7<sup>th</sup> January 2019** the latest. In addition, the September financial report (which is due by 7<sup>th</sup> October) will also include spending forecast for November and December in order to estimate potential unused funds.

- c) Final narrative report using the form in **Annex 6**. The report shall be submitted by **4<sup>th</sup> February 2019** to **Project Coordinator in Zambia**, who consolidates monthly reports, **and Head of Programmes**.
- d) Any reporting must be aligned with the Project-level monitoring and monitoring and evaluation plan agreed by both CCR and the Partner at the inception of the Project but not later than **17<sup>th</sup> September 2018**.
9. In order to be eligible, accounting documents (such as receipts, invoices etc.) and supporting documents (such as contracts, handover protocols, travel costs receipts, signed participants' lists, photos, certificates etc.) shall be provided to CCR in full (i.e. containing date, price, currency, number of units, description of type of services/goods, signed by responsible person and being stamped), comprehensive, understandable manner, put in order by date. All the costs should respect the Cost eligibility criteria as described in **Annex 10**. Documents in other than Czech or English language shall be accompanied by cover sheets (**Annex 7**) containing simple translation to English.
10. CCR reserves the right to ask in writing for provision of written information on implementation of the Project at any time, including beyond the terms stipulated herein. The Partner is obliged to submit the information on implementation of the Project based on a request pursuant to the preceding sentence within 5 working days from the delivery of this invitation.
11. Use of funds, especially purchase of services, equipment and material, is regulated by the Procurement and Financial Manual for partners (see **Annex 8**).
12. The Partner shall use its own accounting practises to convert expenditures executed in different currencies to the currency of its accountancy. To convert the expenditures from the currency of Partner's accountancy to CZK, exchange rates of instalments provided by CCR to Partner shall be used as specified in the **Annex 8**.
13. The Partner is obliged to cooperate with an auditor commissioned by CCR or Donor to carry out Project expenditures verification. Specifically, the Partner is obliged to answer auditor's questions and provide both copies and / or original versions of relevant financial documents or any other documents deemed necessary by the auditor. The Partner is also obliged to cooperate in this way with any other person authorised by CCR or Donor to check Project expenditures or Partner's compliance with procedures stipulated by this Agreement.
14. The Partner will realize all travels to Zambia under this Project after the prior written/ e-mail approval from CCR and along with the plan which is issued for each year of the Project implementation separately (**Annex 13**). Modification to this plan must be consulted and agreed upon among both Parties in advance.
15. If students from CULS are sent to the project site in Zambia, the selection process will be carried out by the Partner. However, the selected candidates will attend an interview where CCR's representative will be present in order to verify candidate's professional competencies and motivation prior to his/her departure. Each student must be briefed in detail about his/her duties in Zambia and line-management by the Partner must be ensured during the duration of the visit. CCR will ensure briefing on the CCR Code of Conduct and relevant mission-level guidelines. Students are required to follow CCR guidelines, including the Security Manual, although responsibility over the visit is assumed by CULS.

#### IV.

##### **Project implementation costs and Terms of Payment**

1. The Partner undertakes to use the Project Budget exclusively for the settlement of the costs connected directly with the Project implementation according to this Contract, incurred and paid between July 1<sup>st</sup> and December 31<sup>st</sup> 2018.
2. The Partner undertakes to keep separately the accounting records on disbursement and use of the Project Budget for the Project implementation period and hand their originals over to CCR within the first **two months** of 2019. Their scans are due with each financial report. In case the Partner has the legal obligation to keep the accounting records for certain period after the termination of the Project, the terms of the records handover shall be agreed accordingly between the Partner and CCR. The individual documents shall be designated with a respective Project Budget line code, which shall clearly identify the Project and budget line from which the given expense have been paid in a manner further described in the Procurement and Financial Manual for partners (see the **Annex 8**). This obligation shall remain in force even after the termination of this Contract irrespective of the form of the Contract termination.
3. The Partner shall submit to CCR scans or copies of all accounting documents relating to the incurred costs alongside with the Monthly financial reports (see also Article III(8)(b)).
4. The Partner shall submit to CCR copies of all accounting documents proving co-financing of the Project from funds different from the Project Budget (including its own funds) alongside with the Monthly financial reports.
5. If the actual total implementation costs are to be lower than the Project Budget, the Partner is obliged to notify CCR immediately and not later than by the end of October 2018. Such funds not incurred from the Project Budget must be repaid to the CCR's indicated account by 15<sup>th</sup> November 2018. As the day of settlement of this obligation shall be considered the day on which the funds according to the preceding sentence were credited to CCR's bank account. Potential bank fees related with such transfer shall be borne by the Partner.
6. If the total incurred implementation costs are likely to be lower than the yearly Partner's Budget, the Partner is obliged to notify CCR by the end of October 2018. If the Partner has spent less than 80 % of previous payment (and 100 % of any preceding payments) the further payment shall be reduced by the amount of the difference between the previous payment and the part of the expenditure actually incurred.
7. The payment schedule shall be as follows:
  - a) **95 %** of the Project Budget (**265 354 CZK**) shall be transferred by CCR to the Partner's bank account within 10 calendar days after the date of signing this Contract by both Parties.
  - b) The remaining **5 %** of the Project Budget (**13 966 CZK**) shall be transferred by CCR to the Partner's bank account within ten (10) days after the yearly / final Project narrative and financial report have been approved by CCR or Donor.
8. To cover the costs in question, CCR will use funds from two sources: 600 000 CZK will be covered from the Three King Collection. The remaining sum of 4 000 000 CZK will be covered from the Official Development Aid of the Czech Republic granted to CCR by the decision of the Czech Development Agency of the Czech

Republic No. 14-ČRA18-06\_02 on provision of a grant from state budget of the Czech Republic.

9. In case of CCR's withdrawal from this Contract pursuant to Article V(1) hereof, the Partner is obliged to transfer the unused funds from the Project Budget back to the CCR account within 15 calendar days from the date a written notice of withdrawal from the Contract is delivered to the Partner.
10. Any budget modification consisting in transfer of funds between budget sections may be done only upon a prior written approval by CCR. A budget modification consisting only in transfer of funds between budget lines within single budget section may be done without a prior written approval by CCR in case it does not exceed 10 % of the budget lines concerned. For modifications above 10 % of the budget lines concerned, a prior written approval by CCR is required. A request for a budget modification has to be well justified and submitted to the e-mail address specified in Article VI. hereof before any expenses according to modified budget are incurred.

## V.

### Penalties and Circumstances Excluding Liability

1. Should the Partner grossly violate any of its duties set forth herein, in particular, should it:
  - a) fail to perform any of the Project activities according to **Annex 1** without any serious reasons or should it perform the Project activities in an insufficient scope and/or quality;
  - b) not provide all relevant information on implementation of Project activities pursuant to Article III(8), (9) and (10) hereof;
  - c) threaten the successful implementation of the Project by his acting;
  - d) provide false or misleading information on project activities implementation or project budget spending;
  - e) threaten good reputation of CCR by an intentional or gross negligence of the CCR's Code of Conduct,CCR is entitled to withdraw from this Contract immediately by a written notice. The effective date of the withdrawal shall be the date of demonstrable delivery of the notice to the Partner. By the withdrawal from this Contract shall not be affected the Partner's obligation under Article V(7) hereof.
2. Should CCR violate any of its duties stipulated in Article IV (7) hereof, the Partner is entitled to withdraw from this Contract immediately by a written notice. The effective date of the withdrawal shall be the date of demonstrable delivery of the notice to CCR; for this purpose, also a copy or a scan of the original is considered such written notice.
3. If the Partner's delay in delivery of the financial reports causes that CCR is not able to report part of the expenditures to the donor(s) in time, given expenditures shall be deemed ineligible and shall not be reimbursed from the Project budget. In case this is likely to happen, CCR is obliged to issue written warning notice and send it to the Partner at least 10 working days before the deadline.
4. If any of the Deliverables is not delivered in required quality (according to specification in **Annex 11**) and in due time, CCR is entitled to deem the

expenditures linked to the given Deliverable ineligible and not reimbursable from the Project budget.

5. Articles V(1)(a), V(2), V(3) and V(5) hereof shall not apply should the Partner or CCR face objectively verified obstacles, the origin and duration of which are beyond their control and which prevent or significantly impede by its nature the fulfilment of the duties set forth herein.
6. The obstacles pursuant to Article V(5) shall be reported to the other Contractual Partner in a written notice within 10 days of their occurrence, so that it is possible to validly refer to them.
7. In case of a delay in payment pursuant to Article IV(5) and (9), CCR is entitled to demand from the Partner a contractual fine in the amount of 0.02% of the Project Budget, as specified in Article I(3), for every started day of such delay. The Partner hereby confirms that the amount of the contractual penalty according to the preceding sentence is reasonable.
8. CCR is entitled to not transfer the last instalment pursuant to Article IV(7)(c) of this Contract should the Partner fail to provide the final narrative report in sufficient quality and detail or the final financial report in an appropriate standard, with all annexes or within the stipulated deadline.
9. In case any of the expenditures incurred by the Partner is deemed ineligible by CCR's donor or an external auditor commissioned by the donors due to inadequacy of the accounting or supporting documents provided by the Partner as per Article III(8), and CCR is obliged to pay a respective amount back to the donors, the Partner shall be simultaneously obliged to return a corresponding amount to CCR within one month after receiving written notice.

## VI.

### Communication


1. Persons in charge of coordination of the Project implementation according to this Contract shall be:
  - a) For CCR: Barbora Kotrčová, Program Manager for Africa, [barbora.kotrcova@charita.cz](mailto:barbora.kotrcova@charita.cz), +420 730 591 854
  - b) For the Partner: Vladimír Verner, Head of Department of Economics and Development (Project manager), [vernerv@ftz.czu.cz](mailto:vernerv@ftz.czu.cz), +420 732 125 312
2. Communication between the responsible persons pursuant to Article VI (1) shall take place through e-mail, skype, phone and in person.

## VII.

### Confidentiality

1. The Partner has a duty to keep confidential information designated at CCR or by law as confidential, as well as other matters, the disclosure of which to third parties could cause CCR harm or otherwise have a negative impact on the state of the CCR's assets, good reputation or could give rise to unjustified enrichment on the part of another, unless the Partner has an obligation to disclose such information or matters under law or under an enforceable decision adopted by a governing body of CCR.



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2. The duty of confidentiality under this Article VII. continues upon termination of the Project or the Contract. The Partner is not entitled, when the Project or the Contract comes to an end, to disseminate or in any way use the information specified in this Article VII. or to procure the dissemination or use thereof.

## VIII.

### Additional Provisions

1. With respect to entering into this Contract, the Parties exclude the application of Section 1740(3) of the Civil Code, under which an agreement is entered into even in the absence of full consensus of the wills of the Parties.
2. The contracting parties assume the risk of a change in circumstances under Section 1765 of the Civil Code.
3. The Parties have further expressly agreed that:
  - a) The Partner is not entitled to assign to any third party any of its rights, receivables, obligations, debts or claims arising from this Contract without the prior written consent of CCR (whether as a whole or in part);
  - b) CCR is entitled to set off any of its receivables for the Partner against a receivable of the Partner at any time. The Partner is entitled to set off any of its receivables for CCR against a receivable of CCR only on the basis of a written agreement between the Parties;
  - c) The Partner shall not pledge any of its receivables against CCR arising from this Contract.
4. The Partner is fully liable to CCR for any and all harm, costs and expenses as a result of a breach of this Contract by Partner.
5. The term "harm" means at all times harm to property (damage) as set out in Section 2894(1) of the Civil Code, as well as non-proprietary damage, as set out in Section 2894(2) of the Civil Code. This provision constitutes an explicit agreement relating to the Partner's obligation to provide compensation for non-proprietary damage in the event of a breach of any obligations hereunder by Partner.

## IX.

### Final Provisions

1. This Contract contains the entire agreement of the Parties relating to the rights granted and the obligations assumed hereunder, and upon its effectiveness, supersedes any prior agreements or understandings, verbal or written.
2. This Contract comes in to force and is effective on the date of its signature by the authorised representatives of both Parties.
3. This Contract is concluded for a fixed term commencing on the day of conclusion of this Contract and ending 6 months after the termination of the Project in December 2021. For each calendar year this Contract on Cooperation will be renewed with updated annexes relevant for the given year.
4. The Contract is made in three counterparts in English with the force of originals. CCR shall receive one and Partner two counterparts.
5. Any and all changes of or amendments to this Contract shall be made only based on a mutual agreement of both Parties and exclusively in the form of a written and duly numbered amendment, unless agreed otherwise.



6. Should there be any disputes related to this Contract, the Parties undertake to settle them primarily by agreement; should no agreement be reached, they shall refer the dispute to a general court in the Czech Republic under whose jurisdiction CCR falls based on its registered seat.
7. Should any of the provisions of this Contract become invalid, unlawful, or unenforceable, the remaining provisions shall remain valid and enforceable. The Parties agree to replace any such invalid, unlawful, or unenforceable provision with a new provision whose purpose will be as close as possible to that of the unlawful, invalid or unenforceable provision.
8. The Parties unreservedly agrees to the publishing of the full text of the Contract in such a way that this Contract could be information provided according to terms of Act No. 106/1999 Coll., on free access to information, as amended.
9. Annexes 1 - 13 form an integral part hereof and have been transmitted to the parties before the signature of this Agreement in electronic form.
10. The Parties declare that they have read this Contract and all its annexes, understand its contents and consent to it, in witness whereof their authorized representatives attach their own signatures and stamps.

List of annexes:

- Annex 1: Project documents (Project description, Tabulka výstupů a aktivit, Logický rámec)
- Annex 2: Project budget (general and CULS)
- Annex 3: Donor, CCR, Lima Links and Big Terra Logos
- Annex 4: Monthly narrative report
- Annex 5: Monthly financial report
- Annex 6: Yearly/final narrative report
- Annex 7: Cover sheets
- Annex 8: Procurement and financial manual for partners
- Annex 9: Monthly activity plan
- Annex 10: Cost eligibility criteria
- Annex 11: List of deliverables
- Annex 12: CCR Visibility Manual
- Annex 13: Plan of CUSL travels in 2018

For **CCR**

(i.e. Caritas Czech Republic):

Place: Prague

Date: 21.08.2018

\_\_\_\_\_  
Name: Jakub Lička  
Title: Secretary General

For the **Partner**

(i.e. Czech University of Life Sciences Prague):

Place: \_\_\_\_\_

Date: 10-08-2018

\_\_\_\_\_  
Name: prof. Ing. Petr Sklenička, CSc.  
Title: Rector

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