

**AGREEMENT BETWEEN  
TURISTICNA AGENCIJA NASMEH  
AND THE  
CZECH UNIVERSITY OF LIFE SCIENCES PRAGUE**

It is agreed between the **Czech University of Life Sciences Prague** (hereinafter "CULS"), Registered Office at Kamýcká 129, 165 00 Praha – Suchbát, registration number 60460709, represented by Ing. Jana Vohralíková, bursar and **Turisticna Agencija Nasmeh**, Registered Office at Dobric 39, 3313 Polzela, Slovenia, registration number 3158918000, represented by Damjan Jevnik, the following responsibilities, payments and schedules will apply to the 2018 University Study Abroad Programme (hereinafter "Programme"), within the project "Modernization of study and study programs, quality and counselling at CULS in Prague", reg. no.: CZ.02.2.69/0.0/0.0/16\_015/0002386.

(CULS and Turisticna Agencija Nasmeh referred to also as the „parties“ or separately as the „ party“)

Turisticna Agencija Nasmeh warrants that no amount of the total agreement amount provided herein shall be paid directly or indirectly to any employee of the CULS as wages, compensation or gifts in exchange for acting as agent, employee, subcontractor or consultant to Turisticna Agencija Nasmeh in connection with any work contemplated or performed relative to this agreement.

The period of validity of this agreement is since October 7, 2018 to October 11, 2018.

**I. RESPONSIBILITIES OF TURISTICNA AGENCIJA NASMEH**

The overall responsibility for the provision of services to the Programme will rest with the designated staff of Turisticna Agencija Nasmeh. They will ensure that:

1. the accommodation with breakfast is booked and paid in time, according to the offer,
2. the program is arranged and performed with foresters of Slovenia Forest Service and forest owners and with Biotechnical Faculty at University of Ljubljana, Department of Forestry.

**II. RESPONSIBILITIES OF CULS**

1. CULS recruits and selects applicants for the programme and provides the transport of the group to/from and within Slovenia.

**III. PAYMENT TERMS**

1. The course fee to include accommodations with breakfast, entrance fees and guiding as specified in the offer and organisation costs will be as follows: **139 EUR per person**. Total number of persons will be max. 58 (max. 55 students and max. 3 other persons/CULS employers). **Thus the total amount will be 8 062 EUR.**

2. At the latest, 14 days before the start of the Programme, an invoice for the total amount will be issued by Turisticna Agencija Nasmeh. The invoice will have a maturity of 14 days in which CULS is required to pay.
3. The invoice will include the text: Funded from the project Modernization of study and study programs, quality and counselling at CULS in Prague, reg. no.: CZ.02.2.69/0.0/0.0/16\_015/0002386.
4. The tax receipt – invoice must contain all particulars of a proper accounting and tax document in sense of relevant legislative requirements, in particular, Act. No. 235/2004 Sb., on value-added tax, as amended. In the event that the invoice does not meet all requirements, the CULS is entitled to return it to the Turisticna Agencija Nasmeh within the payment due term for completion thereby not incurring delay in maturity date. The payment due date starts to run afresh from the date of re-delivery of duly completed or corrected invoice to the Turisticna Agencija Nasmeh.
5. On receipt of the invoices from Turisticna Agencija Nasmeh, payments are issued to cover the total amount of accommodation with breakfast, some entrance fees and organisation costs as specified in the offer of Turisticna Agencija Nasmeh.
6. Based on the services specified in Art I above, the maximum liability of the contract is not to exceed 139 EUR per person.

#### **IV. FORCE MAJEURE**

Neither party shall be liable for failure or delay in the performance of any duties under this Agreement when such delay or failure is due to causes beyond the party's control that could not have been avoided by the exercise of due care, including, but not limited to, acts of God; natural disasters; riots; war; epidemics; terrorist activities; government restrictions; or the like. The impacted party shall give the other party notice of the failure or delay as soon as possible. Further, the Turisticna Agencija Nasmeh will refund the total amount except the part spent for non-refundable deposits to hotels by the date of notification / according to hotels individual cancelation policies.

#### **V. FINAL PROVISIONS**

1. This agreement shall enter into force on the date of signature of the agreement by authorized representatives of both parties and effective on the date of publication of the agreement in the Register of Contracts in accordance with Act No. 340/2015 Coll., on special conditions for effectiveness of certain contracts, publishing of such Contracts and register of contracts (the Law on Register of Contracts), as amended.
2. Relationships between the parties are governed by the Czech legislative framework. Matters not specifically addressed by this Contract, contractually formed and resulting legal relationships are governed by relevant provisions of the Civil Code and other generally binding legislative regulations.
3. Any changes or amendments to the agreement can be made only on the basis of a written agreement of parties. Such agreements must take the form of dated and numbered agreement amendments signed by both parties.

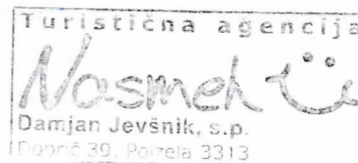


4. If the grounds for invalidity apply only to select provisions of the agreement, only the specific provision is invalid, unless it is apparent from its nature, content or circumstances under which it has been set, that it cannot be separated from the remaining content of the agreement.
5. Parties will always seek friendly settlement of potential disputes arising from the agreement. If no amicable settlement of a dispute has been reached within 30 working days from the delivery of its first notification to the opposite party, either party is entitled to bring its claim to relevant court in Czech Republic.
6. This agreement is made in 4 (four) copies, each of which is a valid original. Each party will receive 2 (two) copies.
7. Turisticna Agencija Nasmeh unreservedly agrees to the publishing of the full text of the agreement in such a way that this agreement could be information provided according to terms of Act No. 106/1999 Coll., on free access to information, as amended. Turisticna Agencija Nasmeh also agrees to publish of the full version of the agreement pursuant to Section 219 of Act No. 134/2016 Coll., on public procurement, as amended, and Act No. 340/2015 Coll., on special conditions for effectiveness of certain contracts, publishing of such Contracts and register of contracts (the Law on Register of Contracts), as amended.
8. Turisticna Agencija Nasmeh acknowledges and agrees to be the person obliged under terms of Section 2 e) of Act No. 320/2001 Coll., on financial control, as amended. Turisticna Agencija Nasmeh is required to fulfill his obligations resulting from the aforementioned Act as applied to persons bound by this Act.
9. Parties declare that they have read the agreement prior to signing and agree with its contents without reservation. The agreement represents their true, real, free and serious will. To verify authenticity and veracity of these statements, authorized representatives of the parties attach their handwritten signatures.

## VI. ANNEXES

1. Offer of **Turisticna Agencija Nasmeh**

THIS DOCUMENT IS AGREED:



.....  
*[Handwritten signature]*  
**Turisticna Agencija Nasmeh**

Date: *12<sup>th</sup> Sept. 2018*

*[Handwritten signature]*



.....  
**Czech University of Life Sciences, Prague**

Date: **13 -09- 2018**

Prověřeno právním odd. ČZU v Praze  
*[Handwritten signature]*