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Agreement on Provision of Services within Research

concluded in accordance with Section 2586 et seq. of Act No. 89/2012 Coll., the civil code, as amended (hereinafter referred to as the "Civil Code")

I. Parties

1. Client:

Business name/name and surname:

Registered office/residence:

ID number: TIN:

Registration:

Represented by: *name, surname, position*

Bank:

(hereinafter referred to as the "Client")

and

2. Contractor:

Univerzita Karlova, Matematicko-fyzikální fakulta (Charles University, Faculty of Mathematics and Physics)

registered office: Ke Karlovu 3, 121 16 Praha 2, Czech Republic

ID number: 00216208 TIN: CZ00216208

Represented by: doc. RNDr. Mirko Rokyta, CSc., Dean

Bank: Komerční banka

SWIFT: KOMBCZPPXXX

USD Account number: 43-6812550267/0100

IBAN: CZ11 0100 0000 4368 1255 0267

/

EURO Account number: 43-7309780297/0100

IBAN: CZ93 0100 0000 4373 0978 0297

/

CZK Account number: 38330021/0100

IBAN: CZ91 0100 0000 0000 3833 0021

Responsible person (researcher):

(hereinafter referred to as the "Contractor")

(the Client and the Contractor hereinafter referred to as the "Parties")

II. Subject-Matter of Agreement

1. The Contractor hereby commits to provide the Client with the following services within research (hereinafter "Services") with the following result in the agreed period and at its own expense and risk:
.....
The Services and their agreed results are specified in detail in Attachment No. 1 to the Agreement.
2. The Client commits to take over the provided Services and the related results and pay the agreed price to the Contractor.

III. Time and Place of Performance, Rights and Obligations of Parties

1. The Contractor commits to duly provide and complete the Services at the latest by and hand over the completed services (the agreed results) to the Client or make them available for use.

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2. The place of performance is:(workplace and address)
3. The Contractor commits to provide the Services with due care so as to achieve the agreed result listed in Article II par. 1 of the Agreement and its Attachment No. 1 (hereinafter referred to as the "Result").
4. The Client commits to provide the Contractor with necessary cooperation in order to allow the Contractor to duly fulfill its obligation arising from this Agreement, without undue delay upon Contractor's request, in the form and scope as per Contractor's instruction. If the Client fails to provide the necessary cooperation even in an additional period provided by the Contractor, the Contractor shall be entitled to arrange substitute performance at the Client's expense or withdraw from the Agreement, at its discretion.
5. The Client commits to accept the duly finished Services from the Contractor and pay the agreed price for their completion in accordance with the terms and conditions laid down in this Agreement. This obligation includes the duty of the Client to provide all necessary cooperation to the Contractor necessary for handover and takeover of the Result of Services, without undue delay after the Contractor has notified the Client that it has completed the Services and created the required Result. For the purposes of this Agreement, the Services and their Result shall be deemed handed over by the Contractor and taken over by the Client on the day when the Contractor allows to Client to use the Result of the Services.
6. If the Result or its part includes intellectual property rights and the Parties have not agreed otherwise in writing, the provisions of Section 2631 et seq. of the Civil Code shall apply and intellectual property rights shall belong to the Contractor and the Client shall acquire authorization to use the intellectual property rights – a license – for the purpose arising from the nature of the Result and standard activity of the Client. The Client may not provide the Result of the Services hereunder which is subject of industrial rights or other intellectual property rights to any other parties unless the Parties have agreed otherwise in writing.

IV. Price of Services, Terms of Payment and Miscellaneous Provisions

1. For the Services provided, the Client shall pay CZK/EURO/USD (in words: Czech crowns/EURO/USD) net of VAT to the Contractor. The Contractor shall add VAT at statutory rate as per valid generally binding legal regulations.
2. The price includes all costs of the Contractor associated with the preparation, performance and completion of the Services and the handover of their Result to the Client. The price is final and does not include VAT.
3. The Client shall pay the agreed price to the Contractor after completion, handover and takeover of the Services and their Result within the meaning of Article III par. 5 of this Agreement based on an invoice – tax document issued by the Contractor after acceptance of the Results of Services by the Client. Maturity of invoices is 15 days following issue.
4. Until the price of Services is paid by the Client, the Result of the Services is a property of the Contractor. The risk of damages to the Result of the Services passes from the Contractor to the Client when they are taken over by the Client. The Client shall issue a written confirmation of takeover of the Services (and their Result) to the Contractor at the latest within days from acceptance.
5. If the Client is in delay in paying an invoice, it shall pay a default interest to the Contractor of 0.1 % of the sum owed for each commenced day of delay. The default interest is due on request of the Contractor within 15 days from delivery of a notice to the Client.

V. Term and Termination

1. This Agreement is concluded for a definite period, for the term of execution of the subject-matter of the Agreement in accordance with the provision of Article II and Article III of this Agreement, and enters into force and effect upon its conclusion.

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- 2. The Agreement shall expire upon its fulfillment.
- 3. If the Agreement has not been fulfilled, it shall expire as follows:
 - a. by a written agreement of the Parties. In such a case, the Agreement shall expire on the day arranged in the Agreement;
 - b. by withdrawal of any of the Parties from the Agreement, for reasons stipulated in the Civil Code and in this Agreement. In such a case, the Agreement shall expire on the day of delivery of a Party's written notice of withdrawal from the Agreement to the other Party;
 - c. when any Party ceases to exist.
- 4. The rights and obligations of the Parties which should last after the termination of the Agreement due to their nature and arrangement of the Parties shall not be affected by termination hereof.

VI. Final Provisions

- 1. None of the Parties may fully or partially transfer its rights or obligations arising from this Agreement to a third party unless the Parties agree otherwise in writing.
- 2. The Agreement is made in two counterparts and each shall be deemed original if it bears signatures of the authorized representatives of the Parties. OR The Agreement is concluded electronically in one original version signed by means of a (qualified) electronic signature of authorized representatives of the Parties.
- 3. This Agreement may be amended solely by written amendments numbered in ascending order signed by the authorized representatives of the Parties. These amendments shall contain agreement of the Parties on the entire text of the Agreement, including eventual effects on the amount of the arranged price, and shall become an integral part of the Agreement following conclusion. The Parties exclude other forms of modifications to the Agreement.
- 4. This Agreement has legal effects which are expressed therein, as well as legal consequences arising from the law and good morals. Other effects are expressly excluded by the Parties.
- 5. The Parties do not wish, in addition to the express provisions of this Agreement, any rights and obligations to be derived from past or future practices established between the Parties or general practices or practices established in the industry relating to the subject-matter of this Agreement, unless expressly agreed otherwise herein. In addition to the above, the Parties confirm that they are not aware of any business practices or customs established between them.
- 6. The Parties confirm that the content of this Agreement is the result of their negotiations and each Party had the opportunity to change the content hereof.
- 7. Legal relations not expressly regulated herein are governed by the Czech laws, in particular the Civil Code.
- 8. The Agreement enters into force and effect by its conclusion. The Parties confirm that the Agreement is the expression of their true and free will and it was not arranged in duress and/or under unilaterally disadvantageous conditions.
- 9. The Agreement has the following attachments which are its integral part:
Attachment No. 1 – Specification of Services and Result

Contractor:
In Prague, dated.....

Client:
In....., dated.....

.....
doc. RNDr. Mirko Rokyta, CSc.
Dean

.....
Name, surname, position
stamp/business name/name

Attachment No. 1 – Specification of Services and Result