Faculty/Facility:\_\_\_\_\_\_\_\_\_

SPP code:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Source:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONTRACT FOR WORK**

(hereinafter „Contract”)

Concluded in accordance with section 2586 ff and 2631 ff of the Act No. 89/2012 of the Collection of Laws, Civil Code, as amended (hereinafter „Civil Code”)

**CONTRACTING PARTIES:**

**Customer: Palacký University Olomouc**

public university established according to the Act No. 111/1998 Coll., on universities and amending and supplementing other Acts (the Higher Education Act), as amended

With the seat in: Křížkovského 8, 771 47 Olomouc, Czech Republic

Represented by: doc. RNDr. Martin Kubala, Ph.D., Dean of the Faculty of Science

Identification no: 61 98 95 92

Tax ID No: CZ 61989592

Banking connection: Komerční banka, a. s., pobočka Olomouc

……………………………..

Person authorized to act in contractual matters: ……………………………………

(hereinafter „Customer” or „UP”)

and

**Contractor: ……………………………..**

Home address: ……………………………..

Date of birth: ……………………………..

E-mail adress: ……………………………..

Telephone: ……………………………..

Banking connection: ……………………………..

IBAN ……………………………..

SWIFT code ………………………..........

(hereinafter „Contractor“)

**I**

**Recitals**

1. Under this Contract, the Contractor undertakes, under the terms of this Contract, to present an assessment of the habilitation work entitled ............., the author of which is ................ (hereinafter referred to as the „Work”), at the defense of the habilitation thesis held before the Scientific Board of the Faculty of Science.
2. Presentation of the Work will take place on ...... in ...... in room no. ….. at the address of the Faculty of Science at the head of this Contract.
3. The Customer undertakes to pay the work price for the Work provided for in Article II (1) of this Contract.

**II**

**Price for the Work and Terms of Payment**

1. The Contracting parties agree that for the proper and timely execution of the Work, the price of the Work shall amount to ......... EUR (in words: ......... .. euro) to the Contractor. The cost of the Work includes all costs incurred by the Contractor for the execution of the Work. Beyond this price, no additional cash or material benefit will be provided by the Customer. The Contractor is not a VAT payer.
2. The Customer undertakes to pay the price to the Contractor within 30 calendar days of the date of the defense referred to in Article I, paragraph 2 of this Agreement, to the Contractor's bank account specified in the title of this Contract.
3. The price for a work is considered to have been paid at the time of its crediting to the bank account of the Contractor.

**III**

**Rights and Obligations**

1. The Contractor is required to comply with applicable standards and effective legislation when performing the Work.
2. The Contractor undertakes to comply with the instructions of the Customer, granted by the person authorized to act in matters relating to the implementation of this Contract specified in the title of this Contract.
3. The Contractor is obliged to perform the Work personally and is not entitled to commission a third person to make the Work or its part.
4. The Contractor declares that he does not perform the work in the performance of his obligations under the employment relationship with their employer.
5. The Contracting Parties are obliged to provide each other with the necessary cooperation to fulfill the subject matter of the Contract.
6. The Contracting Parties are required to inform each other without undue delay of any facts that might affect the performance of this Contract.
7. The Contractor declares that, in accordance with Section 1765 (2) of the Civil Code, he / she assumes the risk of changing the circumstances, the provisions of Section 1765 (1) and Section 1766 of the Civil Code do not apply to the Contractor.
8. The Contractor also accepts the risk of changing the circumstances within the meaning of Section 2620 of the Civil Code, therefore, if there is a wholly unforeseen circumstance, which makes the completion of the Work under this Contract considerably more difficult, the Contractor is not entitled to apply to the Court about a fair increase in the price for the Work negotiated under this Contract, or about the cancellation of this Contract and how the parties will deal.

**IV**

**Final provision**

1. The Contracting parties have expressly agreed that their rights and obligations ensuing from this Contract in matters not expressly regulated by this Contract in accordance with section 3 of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) and with section 87 subsection 1 of the Act No. 91/2012 Coll. on the Private International Law, as amended shall be governed by the laws of Czech Republic (especially by Czech Civil Code).
2. The Contracting parties agreed that they shall settle all disputes above all by mutual negotiation with the goal to arrive at a peaceful settlement of the dispute.
3. As for potential litigations arising out of this Contract not solved by mutual negotiation, the Contracting parties agreed in accordance with section 25 of the Council (EU) No. 1215/2012 of 12 December 2012 on jurisdiction and the recognition and enforcement of judgements in civil and commercial matters and with the section 85 of the Act No. 91/2012 Coll. on the Private International Law, as amended upon the jurisdiction of the Czech courts. Concretely Contractual parties agreed that any disputes that arise between parties in connection with this Contract shall be submitted to the exclusive jurisdiction of the court located in the region of the Customer’s seat.
4. This Contract may be changed or supplemented by the Contracting parties only in the form of written supplements that shall be dated and numbered in ascending order, shall be expressly declared as supplements hereof and signed by authorized representatives of the Contracting parties.
5. The Contract is made in three counterparts in English valid as originals undersigned by the authorized representatives of both Contracting parties while the Customer shall obtain two counterparts and the Contractor one counterparts.
6. The Contracting parties declare that they read the Contract properly before its signature, that they approve of the content and the Contract is in accordance with their real and free will. In witness whereof the authorized representatives of the Contracting parties append their signatures.
7. The Contract becomes effective on the day of its signature by both Contracting parties.

In Olomouc ……………………..................... In ………………………...…………………..

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

doc. RNDr. Martin Kubala, Ph.D. the Contractor

Dean of the Faculty of Science