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 create for UP within the below-mentioned date .................................... the author of which is ................ (hereinafter "the author's work"), for the purposes of ....................., in accordance with the instructions given by the UP through a person authorized to act on behalf of the UP in matters relating to the implementation of this Contract (hereinafter "the Work").
2. The Work must contain comments on the following points ............ ..
3. The Contractor shall perform the Work on its own expense and risk, to the extent, in the manner, quality, and time of this Contract.
4. UP undertakes to pay for the Work thus performed provided for in Article III (1) of this Contract.

**II.**

**Subject-matter of the Contract**

1. UP undertakes to submit to the Contractor the author's work in .................. copies, not later than ...................
2. The Contractor undertakes to create and deliver the Work completed to UP through the authorized person mentioned in the title of this Contract or other authorized employee of the Faculty of Science of the Palacký University Olomouc by ................, in electronic form in pdf format to the above-mentioned e-mail address of the person authorized to act in matters relating to the implementation of this Contract.
3. The Contractor undertakes to send the Work also in paper form by registered mail to the contact address and to the authorized persons listed in the Contract header at .... pcs at latest on .........
4. The Customer undertakes to send an e-mail to the e-mail address of the Contractor confirming the receipt of the Work without defects and in the appropriate quality as per Article I of this Contract. In the event that the Work is defective and not in accordance with Article I of this Contract, the Contractor's Customer shall request this remedy by e-mail. The Contractor is required to remove the defects within 3 working days of the date of sending this email to the Contractor's email address listed in the header of this Contract.

**III.**

**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 UP. The Contractor is not a VAT payer.
2. The Customer undertakes to pay the price for the Work within 30 days after the handing over of the Work without defects under Article II of this Contract, to the bank account of the Contractor indicated in the title of this Contract.
3. The price for the Work is deemed to have been paid at the moment of its writing off from the sender's bank account in favor of the Contractor's bank account.

**IV.**

**Rights and Obligations**

1. The Contractor is required to comply with applicable standards and effective legislation when performing the Work.
2. The Contractor shall be obliged to refrain from performing any work of infringement and any interference with the personality and proprietary rights to any copyright Work that should be incorporated into the Work. Any excerpts from published works of other authors may be included in the Work only within the limits and under the conditions of the provisions of Section 31 of Act No. 121/2000 Coll., On Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act), as amended by the Copyright Act.
3. 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
4. The Contractor is obliged to perform the Work personally and is not entitled to commission a third person to make a Work or its part.
5. The obligation of the Contractor is also an obligation to transfer ownership rights to the Customer if the subject of the Work is the result of an activity that is protected by the intellectual property right, the Customer is entitled to use it in accordance with Section 2634 of the Civil Code for the purpose of this Contract.
6. The Customer undertakes to take over the Work and to pay for it, in accordance with the terms and conditions set out in this Contract, the agreed price for the Work under Article III (1) of this Contract.
7. The Contracting Parties are obliged to provide each other with the necessary cooperation to fulfill the subject matter of the Contract.
8. The Contracting Parties are required to inform each other without undue delay of any facts that might affect the performance of this Contract.
9. 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.
10. 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.

**V.**

**Early termination of the Contract**

1. The Contracting parties are, in addition to legal grounds, entitled to withdraw from this Contract in accordance with the provisions of Section 2001 of the Civil Code even in the case of:

a. delay of the Contractor with the execution of the Work more than ...... days after the deadline provided for in Article II (2);

b. Contractor's delay with removal of defects more than ... days after the deadline stipulated in Article II (4);

c. initiating insolvency proceedings against the Contractor.

1. The Contractor shall also be entitled to withdraw from this Contract in the event that UP has not provided the Contractor with the required time to perform the Work in the time specified by the Contractor.
2. The effects of withdrawal shall take effect on the date of service of the written notice of withdrawal to the other Contracting Party indicated in the title of the Contract, the sender being required to send the notice of withdrawal by registered letter with acknowledgment of receipt or to acknowledge receipt thereof in writing by the other Contracting Party in this sense, undertakes to provide synergies, and the acknowledgment of receipt must not be denied.

**VI.**

**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 a region of 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