

## CONTRACT

No. .... /2014-ČRA

BETWEEN

CONTRACT OWNER:	<b>CZECH REPUBLIC – CZECH DEVELOPMENT AGENCY</b>
Represented by:	Mr. Michal Kaplan, director
Residence:	Nerudova 3, 118 50 Praha 1
Contract owner's contact person:	Ing. Michaela Cvečková
Phone.:	+420 251 108 134
E-mail:	cveckova@czda.cz
Identification number:	75123924
Bank connection:	Czech National Bank, Na Příkopě 28, Prague 1
Account Number:	0000 – 72929011/0710
(hereafter „CzDA“)	

and

Supplier:	.....
Represented:	.....
Residence:	.....
Supplier's contact person:	.....
Phone.:	.....
E-mail:	.....
Registration number:	.....
Tax identification number:	.....
Bank connection:	.....

(hereafter „Supplier“)

### ON PROVISION OF SERVICES

#### 1. SUBJECT OF THE CONTRACT

The subject of the Contract is specified in Annex 1 to this Contract forming "Contract Performance Description".

#### Period of performance:

September 2014

## **2. TERMS OF PAYMENT**

2.1. The CzDA shall reimburse the Supplier for the goods and services specified in Article 1 of this Contract. The maximum amount to be paid by the CzDA under this specific Contract for the services listed in Article 1 of this Contract shall not exceed the amount of 500,000,- CZK (price including VAT).

The request for the payment shall be admissible only if accompanied by the relevant invoice issued by the Supplier and in accordance with Article 1. The invoice should be annexed by the originals of hand-over protocols for all goods and services provided in English.

2.2. The payments will only be done in CZK.

2.2.1. Figures in the Supplier's invoices will be in CZK.

2.3. The CzDA shall reimburse the invoice to the Supplier within 21 days of the date on which the request for payment was approved by the CzDA and after the hand-over protocols were delivered and accepted by the CzDA in accordance with Annex 1. Contract Performance Description.

2.4. The above mentioned amounts will be **paid only by bank transfer** to the following account opened in the name of the Supplier:

Intermediary Bank: .....

Beneficiary Bank: .....

Beneficiary: .....

Account No: .....

## **3. OBLIGATIONS OF THE SUPPLIER**

The Supplier undertakes:

3.1. To ensure service and utilize the money paid by the CzDA exclusively for the purpose of the project and in accordance with the terms and conditions set out in this Contract.

3.2. To observe any applicable laws in the execution of this Contract, and to hold the CzDA harmless of any claims from third parties (including State authorities) related to the execution of this Contract.

## **4. PATENTS, LICENSES AND INTELLECTUAL PROPERTY**

4.1. The Supplier undertakes to protect the CzDA against all third-party actions for breach of copyright or other intellectual property rights, which might arise out of this Contract.

- 4.2. The Supplier declares that it is the rightful owner of the intellectual rights to all information supplied by virtue of this Contract, and that it is entitled to sell or transfer those rights in accordance with the terms of this Contract. If intellectual rights are the property of third parties, the Supplier shall request those third parties to confirm to the CzDA, in writing and within four weeks following signature of the Contract, that the Supplier is indeed entitled to sell or dispose of those rights in accordance with the terms of this Contract.
- 4.3. When the provision of services involves the use of a patent, certificate of utility (utility model), trademark, industrial drawing or model belonging to a third party, the Supplier shall indemnify the CzDA against infringement proceedings brought by that party.
- 4.4. The CzDA and the Supplier shall exchange all information on any industrial property right that could impede the performance of the Contract.

## **5. DOCUMENTATION**

- 5.1. Thereafter, the Supplier shall provide free of charge to the CzDA any update of the documentation provided.
- 5.2. The Supplier shall permit the CzDA to reproduce all or part of the documentation provided, for its internal needs, directly connected with use by its personnel. The CzDA shall ensure that any indication concerning the intellectual property rights appearing on the original copies is reproduced.

## **6. QUALITY AND STANDARDS**

- 6.1. The Supplier undertakes to perform the Contract to the highest professional standards. The Supplier shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- 6.2. The Supplier shall have sole responsibility for taking the necessary steps to obtain any permit or license required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- 6.3. The Supplier must ensure that any member of the staff performing the Contract has the professional qualifications and experience required for the execution of the tasks assigned to him.
- 6.4. The Supplier shall neither represent the CzDA nor behave in any way that would give such an impression. The Supplier shall inform third parties that he does not belong to the Czech public service.
- 6.5. The Supplier shall have sole responsibility for the member of the staff that executes the tasks assigned to him.
- 6.6. Should the Supplier fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the CzDA may - without prejudice to its right to

terminate the Contract - reduce or recover payments in proportion to the scale of the failure.

The CzDA can only exercise this right after the Supplier does not repair such failure within 15 days from notification by the CzDA.

6.7. The CzDA can monitor compliance with the standards.

## **7. LIABILITY**

7.1. The CzDA shall not be liable for damage sustained by the Supplier in performance of the Contract except in the event of willful misconduct or gross negligence on the part of the CzDA.

7.2. The Supplier shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of sub-Contracting. The CzDA shall not be liable for any act or default on the part of the Supplier in performance of the Contract.

7.3. The Supplier shall provide compensation in the event of any action, claim or proceeding brought against the CzDA by a third party as a result of damage caused by the Supplier in performance of the Contract.

7.4. The Supplier shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation.

7.5. The Supplier declares:

- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

## **8. TAXATION**

The Supplier shall have sole responsibility for compliance with the tax laws, which apply to him. Failure to comply shall make the relevant invoices invalid.

## **9. FORCE MAJEURE**

9.1. *Force majeure* shall mean any unforeseeable and exceptional situation or event beyond the control of the Contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a Supplier, and could not have been avoided by the exercise of due

diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as *force majeure* unless they stem directly from a relevant case of *force majeure*.

9.2.If either Contracting party is faced with *force majeure*, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

9.3.Neither Contracting party shall be held in breach of its Contractual obligations if it has been prevented from performing them by *force majeure*. Where the Supplier is unable to perform his Contractual obligations owing to *force majeure*, he shall have the right to remuneration only for tasks actually executed.

9.4.The Contracting parties shall take the necessary measures to reduce damage to a minimum.

## **10. TERMINATION OF THE CONTRACT**

10.1. The CzDA reserves the right to terminate this Contract and the Supplier undertakes to repay the expenses in the following cases:

- If the Supplier fails to deliver any of the goods and services under the terms of this Contract, or
- If the Supplier fails to fulfill any of the terms of this Contract, or
- Where the CzDA seriously suspects the Supplier of fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the CzDA's financial interests.

With the exception of fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the CzDA's financial interests, this right can only be exercised by the CzDA after such failure is not repaired by the Supplier within 15 days from notification by the CzDA.

10.2. In case of *force majeure*, notified in accordance with Article 9.2., either Contracting party may terminate the Contract, where performance of Contracted services cannot be ensured until 31<sup>st</sup> October 2014.

## **11. SUSPENSION OF THE CONTRACT**

Without prejudice to the CzDA's right to terminate the Contract, the CzDA may at any time and for any reason suspend execution of the Contract, pending orders or specific Contracts or any part thereof. Suspension shall take effect on the day the Supplier receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The CzDA may at any time following suspension give notice to the Supplier to resume the work suspended. The Supplier shall not be entitled to claim compensation on account of suspension of the Contract, of the orders or specific Contracts, or of part thereof.

## **12. AMENDMENTS**

Any amendment to this Contract must be in writing, signed by the parties hereto; failing which such amendment shall have no effect and be void.

## **13. APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

- 13.1. The Contract shall be governed by the national substantive and procedural law of the Czech Republic.
- 13.2. Any dispute between the parties resulting from the interpretation or application of the Contract, which cannot be settled amicably, shall be brought before the courts of the Czech Republic.

## **14. FINAL PROVISIONS**

- 14.1. This Contract becomes effective upon the signing of the Contract by duly authorized representatives of both parties and will remain in effect until the date of the last money transfer from the account of the CzDA to the account of the Supplier (see Article 2.21. of this Contract).
- 14.2. Done in Sarajevo in four original counterparts in the English language on ....2014.

List of Annexes:

- Annex 1. Contract Performance Description (will be added the one of the winning candidate)  
Annex 2. Extract from the Commercial Register (of the winning candidate)

For and on behalf of the CzDA  
Mr. Michal Kaplan, director

For and on behalf of the Supplier  
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