**CONTRACT FOR WORK**

(hereinafter „Contract”)

concluded in accordance with section 2586 ff of the Act No. 89/2012 Coll., The Civil Code (hereinafter „Civil Code”),

while performing project „………“

**CONTRACTING PARTIES:**

**Client: Palacký University Olomouc**

Identification no: 61989592

Tax ID No: CZ 61989592

Seated in: Křížkovského 511/8, 779 00 Olomouc, Czech Republic

**Faculty: Faculty of Health Sciences**

Contact address: Hněvotínská 976/3, 775 15 Olomouc

Represented by: Mgr. Jiří Vévoda, Ph.D., Dean of the Faculty

Person authorized to act in contractual matters:

Doc. Petra Mandysová, MSN, Ph.D., e-mail: petra.mandysova@upol.cz

(hereinafter „Client”)

and

**Contractor: ……………………………..**

Home address: ……………………………..

Date of birth: ……………………………..

E-mail address: ……………………………..

Banking connection: ……………………………..

IBAN ……………………………..

SWIFT code ………………………...........

(hereinafter „Contractor“)

(both parties together hereinafter „Contracting parties”)

**I**.

**Subject-matter of the Contract**

1. The Contractor is a team member of the international project „……..“ realized at Department of ………. at the Faculty of ……., Palacký University Olomouc (hereinafter „Project“).
2. The Project is carried out on ……...
3. The Contractor will be responsible to carried out the Project in the Slovak Republic under the terms stated in this Contract (hereinafter „Work”):
	* .
	* ,

while the Work must contain / express / examine specifically ………………… ..

The expected scope of the Work will be about ……………… pages.

1. The Client declares that the Work will serve as a basis for the Project as mentioned above in this article.
2. The Contractor undertakes to perform the Work at his own expense and risk, to the extent, in the manner, quality, and time of this Contract.
3. The Client undertakes to take over the Work and pay the price stipulated in Article III of this Contract.

**II.**

**Place and Time of Performance of the Work**

1. The Client undertakes to submit the materials necessary for the performance of the Work to the Contractor's e-mail, no later than seven days from the conclusion of this Contract. The Contractor undertakes to acquaint with the submitted documents and information before the commencement of the Work.
2. The Contractor undertakes to create and deliver the Work to the Client via the above-mentioned
e-mail address of the person authorized to act in matters relating to the implementation of this Contract no later than ................, in electronic form in ……. format.
3. The Client undertakes to send an e-mail confirming the receipt of the Work without defects within 7 days of the delivery of the Work. In the event that the Work is defective, the Contractor's shall - within the same time limit - request the remedy by an e-mail.
4. The Contractor undertakes to remove the defects within 7 days since the date of sending the appeal to remedy to the Contractor's e-mail 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.
2. The cost of the Work includes all costs incurred by the Contractor for the execution of the Work. Beyond the price, no additional cash or material benefit will be provided by the Client.
3. The Contractor is not a VAT registered person.
4. The Client undertakes to pay the price for the Work within 21 days after the delivery of the Work without defects under Article II of this Contract, to the bank account of the Contractor stated in the header of this Contract.
5. 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 obliged to refrain from any interference with personal and property copyrights to any copyrighted works that should be incorporated into the work when performing the work.
2. The Contractor is bound by Client's instructions concerning the manner of performance of the work.
3. The Contractor undertakes to perform the Work in person and is not entitled to commission a third person to make the Work or its part.
4. The Contractor declares that while fulfilling this Contract the Contractor shall be capable to perform the Work with necessary knowledge and care required by his profession or professional status.
5. The Client undertakes to take over the Work and to pay for it the agreed price for the Work, in accordance with the terms and conditions stated in this Contract.
6. The Contracting Parties are obliged to provide each other with the necessary cooperation to fulfil the subject matter of the Contract and to inform each other without undue delay of any facts that might affect the performance of this Contract.
7. The Contractor is obliged to maintain the confidentiality of the facts designated or marked by the Client as confidential or restricted. This duty of confidentiality preserves after the delivery of the Work.

**V.**

**The Right to Withdraw**

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 7 days after the deadline provided for in Article II (2);

b. Contractor's delay with removal of defects more than 7 days after the deadline stipulated in Article II (4).

1. The Contractor is entitled to withdraw from this Contract outside in addition to legal grounds if the Client has not provided the Contractor with the cooperation necessary for the performance of the Work within the agreed or reasonable period of time.
2. The withdrawal shall take effect on the date of delivery of the written notice of withdrawal to the other Contracting party indicated in the header of the Contract.

**VI.**

**Final Provisions**

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 Civil Code).
2. 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 section 85 of the Act No. 91/2012 Coll. on the Private International Law, as amended upon the jurisdiction of the Czech courts.
3. 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.
4. The Contract is made in three counterparts in English valid as originals undersigned by the authorized representatives of both Contracting parties while the Client shall obtain two counterparts and the Contractor one counterparts.
5. The Contract becomes effective on the day of its signature by both Contracting parties.

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

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**on behalf of the Client The Contractor**

Mgr. Jiří Vévoda, Ph.D.,

Dean of the Faculty of Health Sciences