**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”)

**CONTRACTUAL PARTIES:**

**Customer: Palacký University in 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

Identification no: 61 98 95 92

Tax ID No: CZ 61989592

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

19-1096330227/0100

**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 „**customer**“)

and

**Contractor:**

Place of residence:

Date of birth:

Bank account IBAN:

SWIFT/BIC code:

(hereinafter „**contractor**“)

**I**.

**Recitals**

1. Prof. ……… has been invited such as Guest speaker on conference and workshops to have opening keynote lecture for… conference, to teach students of ….. and to consult research projects realized at Department of …. at the Faculty of Health Sciences, Palacký University in Olomouc.
2. In the period from …… to ………, within his position as Guest speaker at the Faculty of Health Sciences, Palacký University in Olomouc, Prof. ……… as contractor agrees to carry out oral presentations, lectures and other activities for students of Faculty of Health Sciences, Palacký University Olomouc, as required and agreed on with the Faculty of Health Sciences.
3. The contractor is obliged to
   1. perform the lecture for the participants of the conference,
   2. carry out oral presentations, lectures and other activities for students of Faculty of Health Sciences,
   3. consult research projects realized at Department of …. at the Faculty of Health Sciences.

(altogether hereinafter “**work**”).

1. The contractor is not authorized to have the work done by a third party, even if it happened under his personal supervision.
2. The customer is also authorized to make an audio or audio-visual record of the work and to use it on non-commercial basis for educational, scientific or research purposes.
3. The customer is obliged to pay a price for the work to the contractor for the performing of the work based on the conditions set out in article II. hereof.
4. The customer obliges to provide suitable rooms, where the work will be held, at its expense.

**II.**

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

1. The customer will pay the price for the work amounting to ………… EUR.
2. The VAT is not included in the price for the work and won’t be added to it due to the fact that the contractor is not a VAT payer.
3. The price for the work comprises all the costs relating to the lecturing (excluding the cost according to the section 6 of this article) and also the profit of the contractor.
4. The contractual parties agreed, that the contractor is not authorized to claim any advanced payments in the meaning of section 2611 of Civil Code. The section 2610 subsection 2 of Civil Code shall not apply.
5. After the work is properly performed under the terms and conditions stated in this contract, the customer is obliged to pay the price for the work to the contractor’s bank account stated in the heading hereof within maximum 30 days after the completion of the work.
6. The contractor shall have all relevant costs reimbursed or provided by the customer and these are not a part of the price for the work. The customer will pay cost as given:
   1. traveling costs
      1. of the flight from ………………. to ………………. and back
      2. of the travel from the airport in …………….. to Olomouc and back,
   2. accommodation costs
      1. of the single hotel room in …………..…………., Olomouc for ……… nights (…..th to …..th of October 2021), not including additional hotel services (fitness, spa etc.)

In case that costs will be paid by contractor, customer will reimburse them on the base of the invoices proving their amounts. The customer is also authorized to provide the contractor with the services related to costs mentioned above on customer’s expense directly.

1. The costs will be paid up from the budget of Faculty of Health Sciences, SPP ………………., source ........

**III.**

**Sanctions**

1. In case that contractor will cancel the contract without reasonable cause after the day of ……………. or won’t perform the work without previous excuse, he is obligated to pay the customer all damages ensuing form it.
2. In cases of delayed payment of the price for the work, the contractual parties have agreed on an interest on late payment at the legal rate.
3. The maturity period of accounted damages and interests on late payment is 15 days from the date of delivery of a written statement to the relevant contractual party.

**IV.**

**Final Provisions**

1. This contract is concluded as the fixed contract according to section 1980 of the Civil Code, because the customer has got no interest in late performance of the work. Contractor’s delay causes the fact, that the obligation arising from this contract expires and the customer has t0he right to claim on contractor for damages incurred in connection with this occurrence.
2. The contractual 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).
3. The contractual 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.
4. As for potential litigations arising out of this agreement not solved by mutual negotiation, the contractual parties agreed in accordance with the section 25 of the Regulation of the European Parliament a of the Council (EU) No. 1215/2012 of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments 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. By the prorogation agreement according to the section 89a of the Act No. 99/1963 Coll., Civil Procedure Act, as amended, **that any disputes that arise between parties in connection with this agreement shall be submitted to the exclusive jurisdiction of the Czech court located in a region of customer’s seat**.
5. This contract may be changed or supplemented by the contractual 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 contractual parties.
6. The contract is made in four counterparts in English valid as originals undersigned by the authorized representatives of both contractual parties while the customer shall obtain two counterparts and the contractor two counterparts too.
7. The contractual 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 contractual parties append their signatures.
8. The contract becomes effective on the day of its signature by both contractual parties.

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

Mgr. Jiří Vévoda, Ph.D., prof. …………

Dean of the Faculty of Health Sciences

In Olomouc, Czech Rep., In …………………, ……………..

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_