**Charles University**

public university according to Act 111/1998 Coll., Schools of higher education act, in its current valid wording as amended,

Ovocný trh 560/5, 116 36 Praha 1

ID number: 00216208

**acting for its part: the First Faculty of Medicine, Kateřinská 32, 121 08 Praha 2**

represented by: …

bank connection: Komerční banka, a.s. account number: 37434021/0100

(thereinafter **“Client”**)

and

First name and surname\*: **Klikněte sem a zadejte text.**

Address of permanent residence\*: Klikněte sem a zadejte text.

date of birth\*: Klikněte sem a zadejte text. place of birth\*: Klikněte sem a zadejte text.

country of the Producer’s tax residence[[1]](#footnote-1): Klikněte sem a zadejte text.

account number\*: Klikněte sem a zadejte text.

IBAN[[2]](#footnote-2): Klikněte sem a zadejte text. SWIFT CODE: Klikněte sem a zadejte text.

title and address of the bank\*: Klikněte sem a zadejte text.

(thereinafter **“Producer”**)

together also referred to as “Parties” entered this Contract.

### Subject of the Contract

* 1. Thereby and under conditions agreed upon therein, the Producer undertakes to perform in person, at his/her own expense and risk, the following work with intangible outcome for the Client \* Klikněte sem a zadejte text. (thereinafter “Work”) for the purpose of \*: Klikněte sem a zadejte text. and the Client undertakes to take over the duly performed Work and pay the Producer the remuneration agreed thereunder.
	2. The Parties have agreed that if the Work as a result of the Producer’s activity is protected by the rights to intellectual property, then (i) the copyright will belong to the Client and (ii) the Client will be allowed by the Producer to use other rights to intellectual property under the statutory licence for the use of the Work for the purposes ensuing from this Contract.
	3. The Work will be paid for by the Client at the cost of the organization unit Klikněte sem a zadejte text..

### Time and place of performance of the Work

2.1 The Work will be performed in the period by\*: Klikněte sem a zadejte text. . Unless agreed otherwise by the Parties, it is assumed that the Client has no interest in Work performed beyond the agreed deadline.

2.2. Place of performance of the Work \*: Klikněte sem a zadejte text. .

### Remuneration

D Option (A) – with coverage of expenses

* 1. Remuneration for performance of the Work and the rights provided to the Client under Paragraph 1.2 of this Contract is settled upon by agreement of the Parties as the amount of\* Klikněte sem a zadejte text. .
	2. This is a fixed amount. The Client does not provide any advance payments of (parts of) the Remuneration.
	3. The Client shall cover the Producer’s provable expenses for\* Klikněte sem a zadejte text., but not more than the amount of \* Klikněte sem a zadejte text.. The amount of the expenses shall be proved by the Producer by submitting the statutory receipts to the Client not later than within 15 days following the date of performance of the Work (thereinafter “expiration of the deadline for submission”); by expiration of the deadline for submission in vain the Producer’s right to coverage of expenses extinguishes.

D Option (B) – with expenses included in the remuneration

* 1. Remuneration for performance of the Work and the rights provided to the Client under Paragraph 1.2 of this Contract is settled upon by agreement of the Parties as the amount of\* Klikněte sem a zadejte text. .
	2. This is a fixed amount. The Client does not provide any advance payments.
	3. The remuneration includes all and any Producer’s expenses performance of the Work and the rights provided to the Client under Paragraph 1.2 of this Contract.

### Terms and conditions of payment

The remuneration and provable expense, if their coverage is agreed upon in Article III of this Contract, are payable within 21 days following the performance of the Work and will be paid to the Producer to his/her account shown in the header of this Contract.

### Manner of receipt of the Work

* 1. The due performance and receipt of the Work will be confirmed by the Client’s employee in charge, who checks and receives the Work, which is done through a faculty e-mail c/o the authorized employee of the economic department. Such an e-mail of acknowledgement will be the ground for the payment of the reimbursement.
	2. The form of material fixation of the work will be negotiated by the Parties individually, considering the nature and subject of the Work.

### Liability for defects, guarantee procedure

For the Work specified in Article I, the Producer provides the Client with guaranty of quality for 24 months following the performance of the Work.

### Final provisions

* 1. The Contract becomes valid and effective on the day when signed by both Parties. The Contract can be altered and amended in writing in the form of numbered Annexes.
	2. If the country of tax residence is other than the Czech Republic, also the Declaration of beneficial ownership and tax domicile of the Producer is Annex to this Contract as well.
	3. The Parties have agreed that the legal relation based upon this Contract is subject to Czech law.
	4. This Contract is issued in three identical copies, of which two will be received by the Client and one by the Producer.
	5. The Parties represent that they enter the agreement as free act and deed, knowing all the facts that are decisive for making this Contract.

In Prague on …………………. In ………………………… on …………………

 For the Client Producer

 ……………………………………. …………………………………………..

1. \*compulsory data

 Unless the Czech Republic is given, see Paragraph 7.2. [↑](#footnote-ref-1)
2. To be filled in in case of a payment abroad. [↑](#footnote-ref-2)