

CONTRACT RESEARCH AGREEMENT

Masaryk University in Brno

The Faculty of Economics and Administration

seated in: Žerotínovo náměstí 617/9, 601 77 Brno

IČ: 00216224

DIČ: CZ00216224

represented by: XXXXX

Bank link: KB, Brno branch, the bank account 85636621 / 0100

(one party, hereinafter "**ESF MU**")

and

XXXXX

seated in: XXXXX

represented by: XXXXX

Bank link: XXXXX

(the other party, hereinafter "**Commissioner**"),

hereinafter together as "**Parties to the Agreement**"

made, on the day, month and year mentioned below and pursuant to Section 1746, Para 2, Act No 89/2012, Civil Code, this Agreement (hereinafter "**this Agreement**"):

1. The subject of the Agreement

- 1.1 ESF MU is an university economic unit of Masaryk University carrying out both basic and applied research in the area of economics of public budgets.
- 1.2 XXXXX (about the Commissioner).
- 1.3 The parties to the Agreement decided, under the conditions mentioned below in this Agreement, to cooperate in research in the area of XXXXX (hereinafter "**Research**").
- 1.4 This Agreement regulates mutual rights and duties of the Parties to the Agreement when carrying out the Research, in individual stages described in the "**Research Plan**", which is the Attachment No 1 to this Agreement, and in compliance with the requirements of the "**Call for Participation in the Project**" (Attachment No 2 to this Agreement) and the "**Application of the Applicant**" (Attachment No 3 of this Agreement). Negotiating and deciding about the Research Plan is delegated to the "**Authorized Persons of the Parties to the Agreement**" listed in Article 7 of this Agreement.
- 1.5 By this Agreement ESF MU undertakes, in cooperation with the Commissioner, to perform activities leading to fulfillment of the Research Plan, and the Commissioner undertakes to provide necessary cooperation in performance of research activities, to take over the Research results and to pay an agreed price for them.

2. The aim of the Research and general definition of rights and duties of the Parties to the Agreement

- 2.1 The aim of the Research is to describe, as clearly as possible while adhering to an exact form, what the European and Czech budgets look like, what mutual relationships they are in and in what manner they work – i.e. how the system of redistribution is established (see Art. 1.3 of this Agreement). The Research will include the following activities:
 - 2.1.1 an analysis of the relevant literature, legislation, economic indexes and submitted materials;

- 2.1.2 working out a Research Report which will describe, in an expert manner, the mechanisms of redistributing public funds, and which will serve as a material for creating an interactive website;
 - 2.1.3 creating an interactive website where even an economically lay person can make some sense of the redistributing method.
- 2.2 The scope and timetable of the Research work is detailed in Attachment No 1 to this Agreement.
 - 2.3 The Parties to the Agreement will perform the Research in mutual cooperation using all their knowledge and skills.
 - 2.4 The Parties to the Agreement undertake to inform one another about facts relevant to performing the Research properly and in time, and, for that purpose, to lend and provide respective materials.
 - 2.5 The Parties to the Agreement undertake, for the purposes of this Agreement, to create optimal conditions for the Research, to participate actively in it and to set individual tasks that are to be performed within the Research.

3. The place, time and manner of performance

- 3.1 The place where the Research is to be carried out is the building of ESF MU in Brno (Lipová 41a, Brno-Pisárky, 602 00). This place is also the place of performance.
- 3.2 The period of the Research, including individual research stages, is defined by the Parties to the Agreement in the Research Plan, and the maximum period of performing the Research is set by XX.XX.XXXX.
- 3.3 The results of the Research, including the Research Report and an interactive website, will be handed over in an electronic form on a CD, or in a manner making distant access possible.

4. Limitation of liability for damage and injury

- 4.1 The Parties to the Agreement agree on excluding mutual rights to compensation for damage or injury arisen, when performing the Research, to them or their employees or members of bodies of the Parties to the Agreement, including third persons that will participate in the Research with the consent of the respective Party to the Agreement.

5. The price for carrying out the Research

- 5.1 The price for the results of the Research is set by the Parties to this Agreement at a fixed amount of XXXXXX,- EUR (in words: "XXXXX euros") including the value added tax (hereinafter "VAT").
- 5.2 The right to be paid the Price for carrying out the Research arises for ESF MU on the day when the Commissioner receives the final version of the Research Results which, in accordance with this Agreement, include the Research Report and an interactive website. The reception of the Research will be confirmed by the Authorized Persons of both Parties to the Agreement signing a handover protocol, or through e-mail.
- 5.3 The Price for the Research is payable on the basis of an invoice issued by ESF MU for the Commissioner, within the period of 15 (in words: "fifteen") days from the day when the right to be paid the Price for the Research has arisen. The invoice issued by ESF MU shall be payable within XX (in words: "XXXXX") days and shall include the requirements of an invoice document. ESF MU shall attach to the invoice a copy of a list of activities carried out within the Research.
- 5.4 The Price for performing the Research is considered to have been paid on the day when the amount appears on the ESF MU bank account opened at XXXXXX, the account No XXXXXX / XXXX.
- 5.5 In the case of the Commissioner's default in paying the Price for carrying out the Research, the Commissioner is obliged to pay ESF MU an interest amounting to 0,05 % (in words: "five hundredths of a per cent") from the total amount of the debt.

6. Protection of confidential information

- 6.1 ESF MU undertakes not to disclose and pass to another person any information obtained when performing this Agreement and to deal with all information as confidential except for the information that is not confidential due to its essence, is required by court, or by prosecution authorities or by a respective administrative body on the basis of the law, and is to be used for a purpose foreseen by the law. It is not a breach of protection of confidential information if the information on the Research is given, to a necessary extent, to the Ministry of Education, Youth and Sports, nor is it a breach to disclose information about the Research in the Information System of Research, Experimental Development and Innovations.
- 6.2 ESF MU is obliged to ensure protection of confidential information especially with its employees and other persons that will participate in the Research.

7. Authorized Persons by the Parties to the Agreement, e-mail communication and delivering notices

- 7.1 For coordination of activities, when carrying out the Research, the Parties to the Agreement have authorized these persons:
- 7.1.1 The authorized person on behalf of ESF MU is: XXXXX
- 7.1.2 The authorized person on behalf of the Commissioner is: XXXXX
- 7.2 The Parties to the Agreement have agreed that communication between the Authorized Persons, which pursuant to this Agreement or respective legal regulations requires a written form, may also be carried out in electronic form, i.e. by delivering an e-mail to the inbox of the respective Authorized Person.
- 7.3 The Parties to the Agreement have agreed that an e-mail or a written message are considered to have been delivered on the 3rd day (in words: "the third day") after being sent.

8. Other provisions

- 8.1 The Research results are to be used exclusively by the Commissioner.
- 8.2 ESF MU has the right to use the Research results, to a reasonable extent, for its own research and for publication activities of its employees, while respecting the duties set forth in Art. 6 of this Agreement.
- 8.3 Publishing any material (article) containing the Research results by ESF MU is subject to a previous written consent of the Authorized person of the Commissioner. The consent is considered to be granted unless within 20 days since the delivery of the material (article) to the Authorized person of the Commissioner he/she delivers his/her written disagreement to the Authorized person of ESF MU.

9. Final Provisions

- 9.1 The Agreement comes into effect on the day of its conclusion.
- 9.2 The Parties to the Agreement declare that, as to changing, securing, confirming or terminating an obligation arisen from this Agreement, only the Agreement signatories or their successors in charge and their superiors are authorized to act in the name of the Parties to the Agreement. The Authorized persons of the Parties to the Agreement are authorized to decide and act in issues of the Research, including changes of the deadlines of performance and changes of the content and the subject of the Research.
- 9.3 Obligations arising from this Agreement are subject to the legal order of the Czech Republic.
- 9.4 The Agreement is made in two copies each of which has validity of the original. Either Party to the Agreement will obtain one copy.
- 9.5 The Agreement may be changed or amended only with amendments, numbered in ascending order, that are signed by both Parties to the Agreement and the same goes for possible side agreements about securing or confirming debts arisen from this Agreement.
- 9.6 The consent of an assigned Party to the Agreement for transferring rights and duties from this Agreement or from its part to a third person may only be delivered in a written form.

- 9.7 If any clause of this Agreement becomes invalid or ineffective it does not make the remaining clauses of this Agreement invalid or ineffective, and the issues of the invalid or ineffective clause shall be considered pursuant to generally binding legal regulations which, by their character, correspond best with the subject of the invalid or ineffective clause.
- 9.8 The Parties to the Agreement declare that this Agreement fully and completely expresses their wills. They especially declare that, apart from this Agreement, there are no agreements on securing or confirming debts from this Agreement.
- 9.9 The Parties to the Agreement declare that they have carefully read this Agreement and that they fully understand its content. In order to prove that the whole content of the Agreement is an expression of their true and free will, the Parties to the Agreement add their own signatures.
- 9.10 This Agreement includes the following attachments:
- 9.10.1 Attachment No 1 – The Research Plan
 - 9.10.2 Attachment No 2 – The Call for Participation in the Project
 - 9.10.3 Attachment No 3 – The Application of the Applicant

The Place: Brno

The Place:

The Date:

The Date:

On behalf of:

On behalf of: XXX

The Name:

The Name:

The Function: Dean

The Function:

Attachment No 1: the Research Plan

This Attachment includes the Plan of Research Activities including the timetable of analytical work