

## 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: prof. Ing. Antonín Slaný, CSc. (Dean)

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

(one party, hereinafter “**ESF MU**”)

and

seated in: .....

represented by: .....

Bank link: .....

(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 economic unit of Masaryk University carrying out both basic and applied research in the area of application of statistical and economic methods in Economics.
- 1.2 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, according to individual stages described in the “**Research Plan**”, which is the Attachment No 1 to 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 fulfilment 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 object of the Research and general definition of rights and duties of the Parties to the Agreement

- 2.1 The object of the Research is (in compliance with Article 1.3. of this Agreement) to develop ..... The Research will include the following activities:

- 2.1.1. ....
- 2.1.2. ....
- 2.1.3. ....
- 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 carry out 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 necessary 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. If consultations and training are required in connection with the research, the seat of the Commissioner 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. The maximum period of performing the Research is set by .....
- 3.3 The results of the Research, including ....., will be delivered in an electronic form.

### **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.

### **5. The price for carrying out the Research**

- 5.1 The Price for the Research, carried out in compliance with this Agreement, is set by the Parties to this Agreement at a fixed amount of .....,- CZK (in words: “.....”) including the value added tax (hereinafter “*VAT*”), which will be paid ..... A precondition for the payment of tax documents issued by ESF MU is a delivery of research results to the Commissioner.
- 5.2 The Price for carrying out the Research is payable on the basis of an invoice issued by ESF MU and delivered to the Commissioner, with a maturity date of 15 (in words: “fifteen”) days from the date of invoice issued. The invoice issued by ESF MU shall include the requirements of an invoice document. ESF MU shall attach a document about delivering Research results to the Commissioner.
- 5.3 The Price for carrying out the Research is considered to have been paid on the day when the amount appears on the ESF MU bank account opened at Komerční banka, the account No 85636621 / 0100, the variable symbol shall be the invoice number.
- 5.4 The Price for carrying out the Research may be paid in stages based on partial results of the Research, in accordance with the agreement of the Authorised persons.

- 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 carrying out this Agreement. ESF MU further undertakes 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 public prosecution 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. These persons, appointed by ESF, are listed as Authorised Persons in Article 7 of this Agreement.

## **7. Authorised Persons of the Parties to the Agreement, e-mail communication, delivery**

- 7.1 The Parties to the Agreement have authorized these persons to coordinate activities when carrying out the Research:
- 7.1.1 The Authorised Person on behalf of ESF MU is: .....,  
e-mail:.....
  - 7.1.2 The Authorised Person on behalf of the Commissioner is: .....,  
e-mail:.....
- 7.2 The Parties to the Agreement have agreed that communication between the Authorised 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 Authorised Person. The reception of the e-mail will be confirmed by this Authorised Person. If the Authorised Person does not confirm receiving the email within three days from the date of sending, the communication may happen in a written form.
- 7.3 The Parties to the Agreement have agreed that an e-mail is considered to have been delivered on the basis of the Receiver's confirmation. A written message is considered to have been delivered on the 3<sup>rd</sup> day (in words: "the third day") after being sent, if not delivered earlier.

## **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 Article 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 Authorised person of the Commissioner.

## **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 in the matter of changing, securing, confirming or terminating an obligation arising from this Agreement only the Statutory Authorities of the Parties to the Agreement are authorized to act on behalf of the Parties to the Agreement. The Authorised Persons of the Parties to the Agreement are authorized to make decisions and act in issue relating to the Research, including changes of the deadlines of performance, content changes and changes of 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. Each party to the Agreement will obtain one copy.
- 9.5 The Agreement may be amended or modified only by amendments, numbered in ascending order, which are signed by both Parties to the Agreement. The same practice is applied to possible side agreements about securing or confirming debts arising from this Agreement.
- 9.6 Rights and duties from this Agreement may be assigned to a third person only with the written consent of the other Party to the Agreement.
- 9.7 If any clause of this Agreement is, or becomes, invalid or ineffective, it does not make the remaining clauses of this Agreement invalid or ineffective. The issues of the invalid or ineffective clause shall be considered pursuant to generally binding legal regulations, which, by their character, best correspond with the subject of amendment of the invalid or ineffective clause.
- 9.8 The Parties to the Agreement declare that this Agreement fully and completely expresses their wills and nothing is missed for its completion. 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: Attachment No 1 – The Research Plan

Place:  
Date:  
On behalf of: ESF MU

Place:  
Date:  
On behalf of:

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Name: prof. Ing. Antonín Slaný, CSc.  
Position: Dean

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Name:  
Position: