

DRAFT CONTRACT FOR A PUBLIC CONTRACT

Identification of the public contract

Title:	Language Proofreading in General (Classical) Archaeology
Type of public contract:	Services
Public procurement regime:	Small-scale public contract
Public contract address:	https://zakazky.muni.cz/vz00007293

Identification of the contracting authority

Title:	Masaryk University - Faculty of Arts
Headquarters:	Arna Nováka 1/1, 602 00 Brno
ID:	00216224
Represented by:	doc. Mgr. Irena Radová, Ph.D., Dean <i>(signed electronically)</i>

Cover Sheet

All technical, commercial and other contractual terms and conditions, **which** are prepared by the contracting authority in the form of a draft contract, **must be fully respected by the selected supplier**.

The contracting authority does not require that the draft contract be submitted in the tender.

CONTRACT FOR WORK

pursuant to Section 2586 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, (hereinafter referred to as the "**CC**") concluded between the contracting parties, which are:

Customer

Title: Masaryk University – Faculty of Arts
Headquarters: Arna Nováka 1/1, 602 00 Brno
ID: 00216224
VAT: CZ00216224
Represented by: doc. Mgr. Irena Radová, Ph.D., Dean
Contact person: Ing. Tereza Šrámková, project manager, tel.: [549 498 801](tel:549498801),
E-mail: sramkova@phil.muni.cz

(hereinafter also referred to as "**Customer**")

Contractor

Company name/name:
Headquarters:
ID:
TIN:
Represented by:
Entry in the Commercial Register:
Bank account details:
Correspondence address:
Contact person:, phone number:, e-mail:

(hereinafter also referred to as the "**Contractor**"; the Contractor together with the Customer referred to as the "**Parties**")

The Customer, as the contracting authority of the public contract entitled Language Proofreading in General (Classical) Archaeology awarded in a tender procedure outside the regime of Act No. 134/2016 Coll., on public procurement, as amended, has decided to select the Contractor to perform this public contract. The Public Contract is a set of obligations of the Contractor to perform supplies and services under the Contract (hereinafter also referred to as the "Work").

The Parties hereto enter into this Contract for Work (*the "**Contract**"*) on the day, month and year set forth below.

The Customer is the recipient of a subsidy for the Work, from the Programme Johannes Amos Comenius, project: Ready for the future: understanding long-term resilience of the human culture (RES-HUM), reg. no.: CZ.02.01.01/00/22_008/0004593 (*hereinafter referred to as "**the Project**"*).

The Parties acknowledge that any, even partial, non-performance of the obligations under the Contract, whether on the part of the Customer or the Contractor, may jeopardize the use of the subsidy or may lead to the imposition of sanctions on the Customer by the authorities authorized to carry out Project control. The damage that may be incurred by the Customer through the failure of the Parties to fulfil their obligations under the Contract may exceed the price of the Work.

I. Subject of the Contract

- I. 1) The Contractor undertakes to carry out the Work for the Customer at its own expense and risks under the agreed conditions and to fulfil other related obligations and the Customer undertakes to accept the Work and to pay the price of the Work.
- I. 2) The Contractor undertakes to carry out linguistic proofreading of English language texts for the Customer according to the Customer's specifications, i.e. spelling, grammatical and stylistic changes to the text based on fluent knowledge of the English language. The Contractor shall assess whether the text is fit for the purpose for which it is intended, assessing the text for terminological consistency, manner of expression and style (*hereinafter also referred to as "the Work"*).
- I. 3) The quantity, quality and workmanship, as well as other characteristics of the subject of the Work are agreed in particular in Annex 1 to the Contract.
- I. 4) The Contractor declares that:
 - I. 4) a) perform the Work in accordance with the Contract; i.e., in particular, that it shall have all the characteristics agreed by the Parties and, in the absence of agreement, such characteristics as the Contractor has described or the Customer has expected in view of the nature of the subject matter of the Work and on the basis of the advertising carried out by them, or the usual characteristics, that it is fit for the purpose stated by the Parties or for which Work of this kind is usually carried out, that it complies with the requirements of the law and that it is free from any defects, including legal ones.
 - I. 4) b) ensure the legal employment of persons in the performance of the Contract and ensure an adequate level of occupational safety and fair and dignified working conditions for workers performing work on the Work. An adequate level of occupational safety and fair and dignified working conditions means working conditions that meet at least the minimum standards set by labour and wage laws. The Customer shall be entitled to request the production of the documents from which these obligations derive, and the Contractor shall be obliged to submit them to the Customer without undue delay. The Contractor shall ensure that its subcontractors also comply with the requirements of this provision of the Contract. Failure of the Contractor to comply with the obligations under this provision of the Contract shall be considered a material breach of the Contract.
 - I. 4) c) ensure the proper and timely fulfilment of financial obligations to its subcontractors, where proper and timely fulfilment is considered to be full payment of invoices issued by the subcontractor for the performance provided to the Contractor for the performance of the Work, always within 10 days of receipt of payment from the Customer for a specific performance (unless the due date of the invoice issued by the subcontractor has already passed). The Contractor undertakes to pass on the identical obligation to other levels of the supply chain and to oblige its subcontractors to fulfil and extend this obligation also to lower levels of the supply chain. The Customer shall be entitled to request the production of evidence of payments made to subcontractors and of the contract concluded between the Contractor and the subcontractors, which the Contractor shall provide without delay. Failure of the Contractor to comply with its obligations under this provision of the Contract shall be deemed a material breach of the Contract.
 - I. 4) d) in connection with the performance of the Contract, it shall endeavour to minimise its environmental impact, respect sustainability or circular economy opportunities and, where possible and appropriate, implement new or significantly improved products, services or

processes; it shall require this commitment from its subcontractors.

II. Conditions of performance of the subject of the Contract

- II. 1) The Contractor's obligation to perform the Work includes the performance of language proofreading based on the Customer's calls.
- II. 2) The Customer will assign individual texts to the Contractor for proofreading in the form of an e-mail message sent to the Contractor's contact address with an indication of the required date of execution and completion.
- II. 3) In accordance with the Customer's requirements set out for each individual call, the Contractor undertakes to carry out the Work within the following deadlines:
 - II. 3) a) within 48 hours of sending the call to perform the Work, but the scope of the submitted text shall not exceed 5 standard pages, unless otherwise agreed between the Customer and the Contractor,
 - II. 3) b) within 72 hours of sending the call to perform the Work, but the scope of the submitted text shall not exceed 10 standard pages, unless otherwise agreed between the Customer and the Contractor,
 - II. 3) c) within the time limits agreed individually for each call of the Customer. In cases where the time limit for the performance of the Work, i.e. for proofreading texts, is not individually agreed, it is assumed that the performance of a text of a maximum of 20 standard pages is to be delivered within 7 days of the sending of the call for the performance of the Work.
- II. 4) The Contractor undertakes to hand over the Work to the Customer in the form of an electronic document in .docx/.doc format in the version of the final text and the edited text with the changes made (i.e. the revision mode) by delivery to the Customer's contact person indicated in the call to perform the Work. Acceptance of the Work by the Customer shall be subsequently acknowledged by this contact person.
- II. 5) The Work is performed if it is completed and delivered to the agreed extent.
- II. 6) The Contractor undertakes to remedy any defects in the Work immediately after they have been identified by the Customer, but no later than five days from the date of receipt of the Customer's request, including to the e-mail address of the Contractor's contact person. If the Contractor fails to remove the defects within the specified time limit, the Customer is entitled to a reasonable discount.
- II. 7) The Contractor undertakes to provide a personal consultation at the Customer's request after the execution of the first text.

III. Price of the Work and payment terms

- III. 1) The price of the Work is the multiple of the number of standard pages of the final text and the rate:
 -,- CZK per one standard page within the time limit according to section II. 3) a) of the Contract without value added tax (*hereinafter referred to as "VAT"*),
 -,- CZK for one standard page within the time limit according to II. 3) b) of the Contract without value added tax (*hereinafter referred to as "VAT"*) and
 -,- CZK for one standard page within the time limit according to II. 3) c) of the Contract without value added tax (*hereinafter referred to as "VAT"*) and

- III. 2) The Contractor is entitled to add VAT to the price of the Work in the amount determined in accordance with Act No. 235/2004 Coll., on Value Added Tax, as amended, (*hereinafter referred to as "VAT Act"*), on the date of the taxable supply.
- III. 3) The date of the taxable supply is the date of acceptance of the Work.
- III. 4) The price of the Work shall be the maximum allowable price. The Contractor declares that the price of the Work shall include all of its necessary costs for the proper and timely performance of the subject matter of the Contract, including all related costs, taking into account all risks and influences reasonably foreseeable during the performance of the Contract.
- III. 5) **Right to payment of the price of the Work**
The right to payment of the price of the Work arises upon its acceptance by the Customer.
- III. 6) **Billing**
- III. 6) a) The Customer does not provide any advance payments. The price of the Work shall be paid on the basis of a duly issued tax document (*hereinafter referred to as the "Invoice"*).
- III. 6) b) The invoice is due 30 days from the date of its delivery to the Customer.
- III. 6) c) The price of the Work shall be paid by the Customer by wire transfer to the Contractor's bank account specified in the header of the Contract. If the Contractor indicates a different bank account on the Invoice, it shall be deemed to request payment to the bank account indicated on the Invoice. The Customer's monetary obligation shall be deemed fulfilled on the date on which the amount due is debited from the Customer's bank account to the Contractor's bank account.
- III. 7) **Particulars of the Invoice**
- III. 7) a) The Invoice shall comply with all legal and contractual requirements, in particular
1. the requirements of a tax document pursuant to § 26 et seq. of the VAT Act,
 2. the requirements of an accounting document set out in Act 563/1991 Coll., on Accounting, as amended,
 3. the name and registration number of the Project, i.e. "Ready for the future: understanding long-term resilience of the human culture (RES-HUM), reg. no.: CZ.02.01.01/00/22_008/0004593",
 4. indication of the due date,
 5. the Contractor's bank account details,
 6. the Protocol confirmed by the Customer will be an attachment to the Invoice.
- III. 7) b) The Customer reserves the right to return the Invoice to the Contractor without payment if it does not meet the required requirements. In this case, the due date of the Invoice will be interrupted, and a new 30-day due date will begin upon receipt of the corrected Invoice. In this case, the Customer shall not be in default of payment of the relevant amount to which the Invoice relates.
- III. 7) c) In case the Invoice does not contain the prescribed elements, and this fact is discovered only by the competent tax administrator or other authority authorised to carry out an inspection at the Contractor or the Customer, the Contractor shall be liable to the Customer for all consequences arising therefrom.
- III. 8) In the event that
- III. 8) a) the payment of the price of the Work is to be made in whole or in part by wire transfer to an account held by a payment service provider outside the country within the meaning of

Section 109(2)(b) of the VAT Act or that

- III. 8) b) the Contractor's bank account number specified in the Contract or on the Invoice will not be published in a manner allowing remote access within the meaning of Section 109(2)(c) of the VAT Act,
- III. 9) the Customer is entitled to pay the Contractor only that part of the monetary obligation resulting from the Invoice which corresponds to the amount of the VAT base, and then to pay the remaining part directly to the tax administrator in accordance with § 109a of the VAT Act. If the Contractor becomes an unreliable taxpayer within the meaning of § 106a of the VAT Act, this provision shall apply mutatis mutandis.

IV. Contractual penalties and damages

- IV. 1) In the event of delay of the Contractor in relation to the deadline for handing over the Work according to clause II. 3) of the Contract, the Contractor undertakes to pay the Customer a contractual penalty of CZK 50 for each day of delay.
- IV. 2) If the Customer is in delay with the payment of the Invoice compared to the agreed deadline, the Contractor is entitled to demand from the Customer the payment of default interest in the amount of 0.01% of the amount due for each day of delay.
- IV. 3) In the event of a breach of the obligation to ensure legal employment, an adequate level of occupational safety and fair and dignified working conditions under clause I. 4) b) of the Contract, the Contractor undertakes to pay the Customer a contractual penalty of CZK 500 for each breach.
- IV. 4) In the event of a breach of the obligation to properly and timely fulfil financial obligations to the Contractor's subcontractors or the Contractor's failure to delegate this obligation to lower levels of the supply chain according to paragraph I. 4) c) of the Contract, the Contractor undertakes to pay the Customer a contractual penalty of CZK 500 for each breach.
- IV. 5) Contractual penalties shall become payable on the day following the day on which the right to them arose. The Customer reserves the right to set off the contractual penalties against the Contractor's claims against the Customer.
- IV. 6) The payment of the contractual penalty does not affect the Customer's right to compensation for damage caused by the breach of the Contractor's obligation to which the contractual penalty relates. This also applies if the contractual penalty is reduced by a court decision.
- IV. 7) The Contractor shall not be obliged to pay the Customer a contractual penalty for delay in the performance of the obligations secured by the contractual penalty, for the duration of extraordinary unforeseeable and insurmountable obstacles arising independently of the Contractor's will within the meaning of Section 2913 (2) CC (hereinafter referred to as "**Force Majeure**"). The Contractor shall inform the Customer of the occurrence of Force Majeure without delay. The existence of Force Majeure shall be proven by the Contractor and confirmed by the Customer. Force Majeure cannot be invoked without the Customer's confirmation.
- IV. 8) The Contractor acknowledges that a breach of the Contractor's obligations under this Contract shall also be deemed to be a breach of the Contractor's obligations under this Contract if the Contractor provides false information, documents or statements (e.g. regarding conflict of interest or EU sanctions) in the Contractor's tender and such breach of obligations may result in the withdrawal from the Contract by the Customer, the imposition of sanctions by public authorities or other damage to the Customer which may exceed the price of the Work.

V. Other arrangements

- V. 1) The ownership right to the Work shall pass to the Customer on the date of successful handover and acceptance of the Work confirmed by the Customer.
- V. 2) By signing the Contract, the Contractor grants the Customer a licence to the extent of the exclusive right to exercise intellectual property rights in respect of any performance undertaken under the Contract which is or will be protected by copyright. The licence is granted for the duration of the copyright ownership of the performance in question, in unlimited quantities and territories and for all uses, so that the Customer is able to use the Work in full. The price for granting the licence is part of the agreed Price of the Work.
- V. 3) The Customer is entitled to grant the authorisations forming part of the licence in whole or in part to a third party.

VI. Certain provisions on the extinction of obligations

- I. 1) The Parties agree that the obligations arising from the Contract may be terminated by termination under the conditions set out below.
- I. 2) The Customer is entitled to terminate the obligations in part or in whole at any time. The obligations shall then terminate upon delivery of the notice of termination, unless otherwise specified in the notice.
- I. 3) The Contractor is entitled to terminate the obligations in part or in full in the event of a material breach of the Contract by the Customer.
- I. 4) The notice must be in writing.
- I. 5) Obligations which are implied by the Contract or by applicable law to survive the termination of the obligations under the Contract are not affected by the termination of the obligations. This applies in particular to the performance provided by the Contracting Parties prior to the cancellation of the obligations, the Customer's claim for payment of contractual penalties, the claim for satisfaction of rights arising from any defects in the Work.

VII. Final arrangements

VII. 1) Conclusion, publication and effectiveness of the Contract

- VII. 1) a) The contract may be concluded only in writing and may be amended or supplemented only by written continuously numbered amendments. The Contract shall be concluded on the date of the last signature of the representatives of the Parties.
- VII. 1) b) The Contractor undertakes to keep a copy of the Contract in the version in which it was concluded, including any amendments.
- VII. 1) c) The Agreement shall enter into force on the date of its publication in the Register of Contracts.
- VII. 1) d) The contract is concluded for the period from its conclusion until 30 June 2028.
- VII. 1) e) The Parties agree to the publication of this Agreement in the Register of Contracts. The Contract shall be published by the Customer, but both Parties shall be responsible for proper publication. The Contractor shall check the publication and notify the Customer of any deficiencies, otherwise the Customer shall not be liable for non-publication of the

contract.

- VII. 2) The Parties consider the provisions which are quoted or to which it is added "unless otherwise agreed between the Customer and the Contractor" to be of an orderly nature, where it is in the interest of both Parties to be able to react flexibly to the course and conditions of performance of the obligations under the Contract. Such agreements shall not otherwise be considered by the Parties as amendments to the Contract and may be made orally, it being understood that the persons authorised to make such agreements on behalf of the Parties are also their contact persons.
- VII. 3) Unless otherwise agreed in the Contract, the rights and obligations not regulated or expressly excluded by the Contract shall be governed by the relevant provisions of the Civil Code and other legal regulations in force on the date of conclusion of the Contract.
- VII. 4) **Other obligations of the Contractor in connection with the Project**
Under the terms of the Contract, in accordance with the Customer's instructions and with all due care, the Contractor undertakes to:
- VII. 4) a) to archive all documents drawn up in connection with the performance of the Contract for at least 10 years from the date of conclusion of the Contract or until 31 December 2035 (whichever is later) and to provide the Customer, state administration authorities, European Union authorities and other authorised institutions with access to them at any time during this period and to ensure the necessary cooperation in carrying out inspections; after this period, the Customer is entitled to take over these documents from the Contractor free of charge;
- VII. 4) b) as a person obliged pursuant to Section 2(e) of Act No. 320/2001 Coll., on Financial Control in Public Administration, as amended, to cooperate in the performance of financial control; the Contractor is similarly obliged to oblige its subcontractors.
- VII. 5) If any provision of the Contract becomes invalid or ineffective, this shall not affect the other provisions of the Contract, which shall remain valid and effective. In such a case, the Parties undertake by agreement to replace the invalid or ineffective provision with a valid and effective provision that best corresponds to the originally intended purpose of the invalid or ineffective provision.
- VII. 6) The Contractor is entitled to transfer its rights and obligations under the Contract to a third party only with the prior written consent of the Customer; Section 1879 of the Civil Code does not apply. The Customer is entitled to transfer its rights and obligations under the Contract to a third party.
- VII. 7) The Parties undertake to resolve any disagreements by agreement. Only if no agreement can be reached between them shall the matter be resolved in the court of competent jurisdiction; the court of the Customer's district of residence shall be the court of competent jurisdiction.
- VII. 8) The Parties confirm that they have read the Agreement before signing it and agree with its contents. They affix their signatures to this effect.

Masaryk University,

doc. Mgr. Irena Radová, Ph.D., Dean,

for the Customer

(signed electronically)

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for the Contractor

Annex No. 1 - Technical Specification of the Work

The Technical Specification for the Work follows this sheet.