
Research Contract
No. 0XX/20XX/VŠTE/

Institute of Technology and Business in České Budějovice
As Research Organization

and

as Enterprise

This **RESEARCH CONTRACT** was concluded on ____ between the following contracting parties:

- (1) **Institute of Technology and Business in České Budějovice**
Address: Okružní 517/10, 37001 České Budějovice – České Budějovice 4

IČ: 75081431
represented by prof. Ing. Marek Vochozka, MBA, Ph.D., rector
("Research organization")

a

(2) Enterprise name
("Enterprise")

GIVEN THAT

(A) The Institute of Technology and Business in České Budějovice is a research organization conducting the contractual research or providing research services in the field of mechanical engineering, the area of construction works, and;

(B) The Enterprise is a ___

THE FOLLOWING WAS AGREED THAT:

**Article I.
Definition**

1.1st In this Contract, the terms and expressions given below have the following meaning, unless explicitly provided otherwise in the Contract.

Timetable	...refers to the date of the performance of the Subject-matter of the Contract agreed by the Contracting Parties and specified in Annex 2 of the Contract.
Invoice	...refers to the document containing all elements required by the Act No. 235/2004 Coll., on Value Added Tax, as amended
Place of performance	...refers to the place(s) specified in Article VII. of this Contract
Intangible property	...refers especially, not exclusively, to a patent, pilot plant, proven technology, variety, breed, utility model, registered design, prototype, functional sample, certified methodology, medical treatment, heritage treatment, specialised map with specialized content, software, research report or research summary, etc.
Minor defects and backlogs	...refers to defects and backlogs that do not prevent the use of the Subject-matter of the Contract for the purpose agreed by this Contract
Civil Code	...refers to the Act No. 89/2012 Coll., Civil Code, as amended
Remuneration	...refers to the amount the Enterprise undertakes to pay to the Research Organization for the performance of the Subject-matter of the Contract in accordance with Article VI. of this Contract and specified in Annex 2 of this Contract
Handover protocol	...refers to the written protocol according to Section 8.3. of the Contract signed by both Contracting Parties
Subject-	...refers to the work specified in detail in Article I. of this Contract

**matter of
Contract
Contract
Contracting
Party/ies**

...refers to this Contract including its Annexes as amended
...refers individually to the Enterprise or Research Organization or jointly to the Enterprise and Research Organization

**Article II.
Preamble**

2.1st The objective/purpose of this Contract is the cooperation of the Contracting Parties on the **research/development in the area of ...**

**Article III.
Subject-matter of Contract**

3.1st The subject-matter of this Contract is the commitment of the Research Organization to perform research or research services consisting in the research in the field of ... (hereinafter referred to as "**Research**" or "**Subject-matter**") on the basis of the requirements of the Enterprise. The Research results will include:

-
-
-
-

3.2nd Technical specification of the Research is specified in **Annex 1** of this Contract.

3.3rd The Enterprise undertakes to take over the result of the Research or its part from the Research Organization duly and timely in accordance with the Timetable, use it in the agreed manner, and pay the Research Organization the amount agreed in this Contract.

**Article IV.
Date of performance**

4.1st The Research Organization undertakes to conduct the Research in accordance with the Timetable which is a part of **Annex 2** of this Contract, that is, to complete all the work related to the subject-matter in accordance with the Timetable, i.e. by ____.

**Article V.
Rights and obligations of Contracting Parties**

5.1st The Research Organization undertakes to conduct the Research timely and properly.

5.2nd The Research Organization undertakes to conduct the Research in accordance with the terms and conditions set by the Enterprise at the dates specified in the Timetable. The Research Organization is entitled to conduct the Research before the date agreed.

5.3rd The Research Organization undertakes to work independently while conducting the Research but it is obliged to regularly consult the course of the Research with the relevant employees of the Enterprise at the dates specified in detail by the Contracting Parties.

5.4th The Research Organization may request cooperation necessary for conducting the Research from the side of the Enterprise. The requirements for the cooperation of both Contracting Parties are specified in Article XIII of this Contract.

Article VI. Remuneration

- 6.1st** The remuneration for the Research Organization includes all cost items of the Research Organization necessary for the proper implementation of the Research and a reasonable profit for the Research Organization. The overall amount of the Remuneration for the Research Organization is specified in **Annex 2** of this Contract.
- 6.2nd** In the case of handing over the partial outputs during the implementation, the Research Organization issues an invoice for partial delivery, and the Enterprise undertakes to pay it. Upon receipt of the payment, the Research Organization shall issue a tax document for this payment and deliver it to the Enterprise within 21 days from the receipt of the payment. This document will be taken into account by the Research Organization when issuing the final invoice.
- 6.3rd** The Enterprise undertakes to reimburse the Remuneration arising from the specifications of specified in **Annex 2** of the Contract. The Remuneration will be reimbursed to the Research Organization on the basis of the Invoice issued by the Research Organization after the signing of the Handover Protocol signed by both Contracting Parties.
- 6.4th** The due date of the Invoices or the invoice for partial delivery agreed by the Contracting Parties in accordance with Section 6.2. of the Contract is 21 days within the date of their issuing by the Research Organization.
- 6.5th** In the event the Invoice fails to contain the particulars required by applicable law, the Enterprise may return the Invoice to the Research Organization within 5 days from its receipt. In such a case, the maturity period shall cease and a new maturity period shall start upon the delivery of the corrected Invoice.
- 6.6th** Such additional work ordered by the Enterprise beyond the scope of this Contract in the form of a written order shall be paid to the Research Organization by the Enterprise on the basis of an Contract and for remuneration agreed in writing by the Contracting Parties. The provisions of this Contract shall apply mutatis mutandis to any additional work.

Article VII. Place of performance

- 7.1st** The Institute of Technology and Business in České Budějovice shall be the place of performance of the subject-matter of this Contract.

Article VIII. Handover and takeover of the Research results

- 8.1.** The Research Organization shall notify the Enterprise in writing when the Research Result will be ready for handover and takeover by the Enterprise no later than 3 days before the handover. The Enterprise is obliged to provide the Research Organization with the necessary cooperation for handing over and takeover of the Research Result at the time announced in advance.
- 8.2.** The Contracting Parties undertake to provide all necessary cooperation required by the other Contracting Party to ensure that the Research Result will be handed over and accepted duly and timely.

- 8.3. Handing over and takeover of the Research results is confirmed by written Handover Protocol signed by authorized representatives of both Contracting Parties. The persons authorized to sign the Handover Protocol are _____ on behalf of the _____ Research _____ Organization _____ and _____ on behalf of the Enterprise.
- 8.4. The Research result is eligible for handover and takeover by the Contracting Parties if it does not contain any Defects or Backlogs, except for Minor defects and backlogs.
- 8.5. The Contracting Parties have agreed that the Enterprise is obliged to receive the Research result even with Minor defects and backlogs. In such a case, the Handover Protocol shall include a report on the manner and date of removing such Minor defects and backlogs, which will be signed by both Contracting Parties (hereinafter, the report will be referred to as “**Report on removal of defects and backlogs**”). In the event that the Contracting Parties fail to agree on the binding deadline for the removal of defects and backlogs in the Report on removal of defects and backlogs, it is agreed that the period is 10 calendar days from the date of signing the Report on removal of defects and backlogs.

Article IX. Contractual penalties and sanctions

- 9.1. The Contracting Parties have agreed that contractual penalties will be paid by the Research Organization in case that the Research Organization has fulfilled the relevant conditions stipulated in this Contract, thus becoming the Contracting Party on the debtor party, or the Contracting Party in breach of a contractual obligation sanctioned by a contractual penalty. It refers to the following contractual penalties: Contractual penalty for delays in the execution of individual Research results stipulated in Annex 2 of the Contract for failure to observe the deadlines of the completion of the Research according to the Timetable of at least 15 days at the amount of 0.1 % of the amount of the remuneration for the individual Research results specified in Annex 2 of the Contract for each day of the delay.
- 9.2. All contractual penalties under this Contract shall be paid within 10 days of the date of delivery of the written request for payment of the contractual penalty to the other Contracting Party. Applying the contractual terms and conditions under this Contract shall not affect the compensation for damages caused.

Article X. Rules of ownership rights and rights of use Research result

- 10.1. The Contracting Parties declare that if Intangible Asset is created as a result of conducting the Research, the Research Organization shall become its co-owner with a co-ownership of ... % and the Enterprise shall become its co-owner with a co-ownership of ... % (registered designs, patents, and prototypes). In such a case, the Contracting Parties shall become co-owners of the ownership rights arising from the Intangible Asset created. The Research Organization shall become an exclusive owner of two thematic scientific articles.
- 10.2. The Contracting Parties are obliged to cooperate with each other in the preparation and conduct of the relevant proceedings in order to ensure the protection of the rights arising from the Intangible Asset. The costs incurred in conducting the relevant proceedings shall be borne by the Research Organization. i
- 10.3. The Enterprise is an exclusive owner of the rights arising from the created Intangible Assets (registered designs, patents, and prototypes).
- 10.4. Shall a Contracting Party cede the execution of the ownership rights to a created Intangible Asset to a third party, it is obliged to ensure that the obligations under this Contract are

transferred to the new co-owner of the ownership rights to the Intangible Asset through appropriate measures or contracts.

**Article XI.
Confidentiality commitment**

11.1. The Contracting Parties undertake to maintain confidentiality of any confidential information they have learned in connection with this Contract and to protect the confidentiality of the other Contracting Party's information against its unauthorized use by a third party and to protect trade secrets.

**Article XII.
Termination of Contract**

12.1st The Contracting Parties agreed that the validity and effectiveness of this Contract may be terminated by written Contract of both Contracting Parties.

**Article XIII.
Cooperation of Contracting Parties**

13.1st The Enterprise undertakes to provide the Research Organization with the necessary cooperation in order to carry out particularly, but not exclusively, the Research. in

**Article XIV.
Final provisions**

14.1st If any provision of this Contract becomes invalid, ineffective or unenforceable, or if is found so by a relevant authorized body, such provision shall be considered omitted from the Contract. Other provisions of this Contract shall be still valid if the circumstances in which it was concluded do not imply that they cannot be separated from the other content of the Contract. The Contracting Parties undertake to replace an invalid, ineffective or unenforceable provision of the Contract by a new provision the wording of which shall correspond to the intent expressed by the original provision and this Contract as a whole.

14.2nd The Contracting Parties hereby undertake to make all possible efforts to settle disputes in an amicable manner. The Contracting Parties further agree that if they fail to resolve any dispute or claim arising from this Contract or in relation with this Contract, such a dispute shall be settled within the jurisdiction of the substantive and locally competent general courts of the Czech Republic within the jurisdiction of the general and competent courts of the Czech Republic.

14.3rd This Contract shall into force and effect on the day of its signature by both Contracting Parties.

14.4th This Contract is made in three (3) copies, from which the Research Organization shall receive two copies and the Enterprise shall receive one copy.

14.5th This Contract and the relationship arising from it shall be governed by the relevant provisions of generally binding legislation, in particular by Civil Code.

14.6th Any changes to this Contract shall be made in writing in the form of amendments signed by both Contracting Parties.

14.7th The Contracting Parties declare that they have read this Contract and agree to its wording, and in witness of their genuine and free will they attach their signatures below. .

Annexes:

- 1. Technical specification of the Research**
- 2. Timetable**
- 3. Remuneration**

Research organization:

České Budějovice, date_____

Enterprise:

České Budějovice, date_____

prof. Ing. Marek Vochozka, MBA, Ph.D.
rector

representative