

# AGREEMENT FOR WORK WITH INTANGIBLE RESULT

ACCORDING TO SECTION 2586 AND SECTION 2631 *ET SEQ.* OF THE CIVIL CODE

## Janáčkova akademie múzických umění

Beethovenova 650/2, 662 15 Brno

Company ID No (IČO): 62156462, Tax ID No (DIČ): CZ62156462

bank details: Komerční banka, account number: 27-0493900217/0100

Phone: 542 591 111, fax: 542 591 140

Email: [vinkler@jamu.cz](mailto:vinkler@jamu.cz)

(hereinafter the “customer”)

represented by **Ing. Dana Horníčková, Bursar**

and

**XXX, born XX XX XXXX**

place and country of birth XXX, XXX

address XXX (including postcode)

Company ID No (IČO): XXX, Tax ID No (DIČ): XXX

country of tax residency XXX

tax identification number in the country of tax residency XXX<sup>1</sup>

bank details: XXX

Phone: XXX, fax: XXX

Email: XXX@XXX.XX

(hereinafter the “supplier”)

represented by XXX, XXXX

enter into the following agreement

## I.

### Purpose of the Agreement

(1) The customer is ordering a work with an intangible result, such work being the object of completion under this agreement for the purpose of its use in all ways without restriction, including modifications, being joined with other creations or elements or inclusion in a collection thereof.

(2) The supplier declares that it is authorised to execute the work, that it has the knowledge, skills and experience necessary for the professional fulfilment of his/her obligations under this agreement in the highest quality and undertakes to do so. The supplier declares that, for tax purposes, he/she is a **resident** in regard to the Czech Republic.

## II.

### Subject-matter of the Agreement

(1) The work that is to be completed under this agreement is understood to mean the execution of XXX, in accordance with the purpose set out in Article I(1) of this agreement; **the work is defined in detail in Annex 1 to this agreement** (hereinafter the “work”). **The work is a part of the following project: XXX.**

(2) The work must be completed with professional care in accordance with the customer’s requirements set out in this agreement, as well as in accordance with all relevant legal regulations.

(3) The supplier of the work declares that he/she has acquainted himself/herself with the customer’s requirements, and that they do not constitute inappropriate instructions and that none of the items that the customer may have given to him/her or may give to him/her for use constitutes an inappropriate item, unless he/she has alerted to such in writing within 3 days of the receipt thereof.

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<sup>1</sup> <https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers/>

### III. Obligations of the Contracting Parties

(1) The supplier shall, at its own cost and risk, create for the customer a work according to this agreement.

(2) The customer undertakes to accept the duly completed work and to pay the supplier the agreed price in accordance with the provisions of this agreement. The customer shall secure the following at its own cost for the completion of the work: XXX.

### IV. Handover and Acceptance of the Work

(1) The place of performance is: XXX.

(2) The work will be created no later than by 7 January 2016. The supplier undertakes to comply with the schedule that is contained in Annex 2 to this agreement.

(3) The work is considered to have been duly executed as of its due completion and handover to the customer in a state enabling its use by the customer including all necessary documents and information. An artistic performance is considered to have been handed over as of its due creation, unless agreed otherwise.

### V. Price of the Work

(1) The total price of the work is agreed to be in the amount of CZK XXX.XXX including all taxes, fees and customs. The customer shall deduct and pay from the remuneration, if obligated to do so under law, taxes or other levies imposed by law in the amount prescribed by law. The contracting parties have agreed upon the price of the work as a fixed price, which cannot be exceeded, and which will not be valorised. The customer informs the supplier that he/she expects the amount of CZK XXX.XXX to remain to be paid to the supplier after deduction of taxes and other statutory levies.

(2) ALT. The total price of the work is agreed in the amount of CZK XXX.XXX + VAT CZK XXX.XXX. The price includes all other taxes, fees and customs. The customer shall deduct and pay from the remuneration, if obligated to do so under law, taxes or other levies imposed by law in the amount prescribed by law. The contracting parties have agreed upon the price of the work as a fixed price, which cannot be exceeded, and which will not be valorised. The customer informs the supplier that he/she expects the amount of CZK XXX.XXX to remain to be paid to the supplier after deduction of taxes and other statutory levies.

(3) The price of the work includes all of the supplier's costs for performance under this agreement, even if not expressly mentioned in the agreement. The supplier assumes the risk of a change in circumstances.

### VI. Payment Terms

(1) The customer shall pay the price of the work upon the due and non-defective creation of the work and its acceptance. The customer shall pay the price of the work on the basis of an invoice issued by the supplier with the required content of a tax and accounting document or a confirmation of creation of the work. The customer shall pay the price of the work within 30 days of the date on which the supplier delivers the invoice to it, or the date on which a confirmation of creation of the work was issued.

(2) The customer shall pay the price of the work by way of bank transfer to the supplier's account stated in the heading of this agreement. Other agreement regarding payment of remuneration: none.

(3) If the supplier is a person responsible for the payment of value added tax (VAT) and if the account specified in the header of this agreement is not an account published by the tax authority under the VAT Act as of the payment order date, then it shall be paid to such account. If there are more such accounts than one, then it shall be paid to the one designated in writing by the supplier, otherwise to any of them at the customer's discretion. If no bank account details are published by the tax authority, the customer is entitled to delay payments until the 30th day after the supplier notifies the customer in writing of the publication of the new account number.

(4) If the supplier becomes an unreliable VAT payer within the meaning of the VAT Act:

a. it is obliged to notify the customer immediately, but no later than when the first subsequent taxable supply is provided, and to provide him/her with the necessary data for the payment of VAT on the relevant supply directly to the relevant tax authority.

b. the customer has the right to deduct the VAT from any further payments to the supplier and to pay the VAT for the relevant supply on behalf of the supplier.

(5) The supplier who is or becomes a VAT payer is obliged to inform the customer upon the conclusion of the agreement or after becoming a VAT payer in writing of the bank account details published by the tax authority, if not already stated in the header of the agreement, and to notify the customer immediately of any changes to this information in writing.

## VII.

### **Rights and Obligations of the Contracting Parties**

The supplier is obligated, without undue delay, to notify the customer in writing of circumstances that could have an effect on the due and timely completion of the work, or on the achievement of the purpose pursued by this agreement, and which arise or, on the contrary, do not arise, from the documents or information otherwise made available to the supplier by the customer for the purpose of the fulfilment of this agreement.

## VIII.

### **License**

(1) In regard to the creation, the supplier grants to the customer an **exclusive** right, free of charge, unlimited in terms of territory, time, quantity or otherwise, to exercise the right to use it in all manners (hereinafter the license). If an exclusive license is granted, then under the suspensive condition that the supplier utilises his/her right according to Section 2378(1) of the Civil Code, he/she grants to the customer, free of charge, a non-exclusive right, unlimited in terms of territory, time, quantity or otherwise, to exercise the right to use the work in all manners.

(2) The customer is entitled to modify the work, to join it with other creations or elements, or to include it in a collective work. The customer is not obligated to utilise the license and can grant or assign the rights comprising its parts, in full or in part, to a third party. The termination of the license shall not terminate or otherwise affect the sublicenses previously granted by the licensee.

(3) The supplier agrees that the customer may take photographs and audio or audio-visual recordings of his/her appearance or speeches, even if the identity of the supplier can be determined from such. The supplier also agrees to the reproduction and distribution of the photographs and recordings thus taken in any form and by any means (e.g. websites, social networks, printed materials) for the purposes of teaching, advertising and promotion of the customer, archiving and artistic documentation. Furthermore, the supplier agrees that the photographs and records may be changed, modified, further processed or used with other elements or that only a part of them may be used for the above purposes by third parties acting for the customer.

## VIIIa.

### Contractual penalties

(1) If the supplier fails to properly and timely perform his/her obligations, he/she shall be obliged to pay the customer a contractual penalty of three times the price of the work.

(2) If the customer breaches its obligation to pay the price of the work on time, it shall be obliged to pay the supplier a contractual penalty of 0.1% of the price of the work or part thereof, for each day of delay.

(3) If the supplier violates his/her obligation to inform the customer that he/she is or has become a VAT payer or an unreliable VAT payer or to notify the customer of his/her account, which is published by the tax authority in a manner allowing remote access, he/she shall be obliged to pay the customer a contractual penalty in the amount of VAT on the remuneration.

(4) The contracting parties agree that the supplier's obligation to pay the contractual penalty does not exclude the customer's right to compensation and the contractual penalty is payable without notice on the first day of the calendar month following the month in which the right to the contractual penalty arose.

## IX.

### Final Provisions

(1) The agreement is drawn up in three counterparts, of which the customer shall receive two and the supplier shall receive one, and becomes effective as of the moment of its signing by the last contracting party.

(2) The relations between the parties arisen from the agreement and not regulated by the agreement shall be governed by the law of the Czech Republic. If the agreement is drawn up in multiple language versions, the Czech version shall prevail.

(3) This agreement may be amended and the relationship arising therefrom terminated only by legal action made in writing on a deed or by messages delivered to a data box; any other form is excluded unless otherwise agreed herein. Either contracting party is entitled to change the contact information (telephone, email) and addresses specified in this agreement by delivering a written notification to the other party, stating the change of the contact information.

(4) Acceptance of an offer by a party to this agreement with an amendment or variation shall not constitute acceptance of an offer to conclude this agreement or to amend it, even if it does not materially alter the terms of the offer.

(5) None of the contracting parties is entitled to assign the claims that they may acquire from this relationship or in connection with it in regard to the other contracting party, to a third party without the written consent of the other contracting party. The supplier is not entitled to set off a claim against the customer's claim.

(6) The supplier grants consent to the customer to the processing of his/her personal data as stated in this agreement or of those that the customer has learned of through the relationship established by the agreement or in connection with it; if the agreement comprises part of a project, the supplier agrees to the processing and transmission of stated personal data to third parties for the purpose of recordkeeping, monitoring and supervision of the project or for similar purposes.

(7) The contracting parties declare that they have read the agreement thoroughly, that they agree to its content, and that they are aware of the obligations arising for them from this agreement. Further, they also declare that this agreement expresses their true, free and serious will, that it has not been entered into in distress or under conspicuously disadvantageous conditions, and they affix their signatures as evidence thereof.

#### List of Annexes:

Annex 1 – Definition of the Work

Annex 2 – Schedule

In ..... on ..... 2023

In Brno on ..... 2023

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Supplier

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Customer