

# JUDGING AGREEMENT

ACCORDING TO ART. 1725 AND ART. 1746(2) OF THE CIVIL CODE

## Janáčkova akademie múzických umění v Brně

Beethovenova 650/2, 662 15 Brno

identification number (IČ) 62156462, tax identification number (DIČ) CZ62156462

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

tel.: 542 59X XXX, fax: 542 59X XXX

e-mail: XXX@jamu.cz

(hereinafter the "customer")

**represented by: XXX, XXX**

and

**XXX, born X.X.XXXX**

place and country of birth XXX

address XXX (including postcode)

identification number (IČO) XXX, tax identification number (DIČ) XXX

country of tax residency XXX

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

bank connection: XXX

tel.: XXX, fax: XXX

e-mail: XXX@XXX.XX

(hereinafter the "judge")

**enter into the following agreement**

## I.

### Competition and Judging Panel

(1) The customer is the organizer of a competition XXX / festival XXX, as part of which competition XXX will take place. For judging, the customer is establishing a judging panel, of which the judge shall be a member.

(2) The judging panel shall hold a session in XXX on the date of 14.1.2016 from 10:00 to 16:00; the customer shall provide the premises for the session of the judging panel at its own cost. The judge is obligated to take part in the session of the judging panel in person.

(3) The customer shall secure for the judge, at its own cost, the following: XXX.

## II.

### Judge

(1) The judge declares that he/she is qualified to be a member of the judging panel and to duly fulfill the role of judge. The judge shall fulfill his/her obligations independently of the customer and shall not become its employee through this agreement, nor a member of the academic community. The judge acknowledges that the agreement is a part of the following project: XXX. The judge declares that, for tax purposes, he/she is a resident in regard to the Czech Republic.

(2) The judge is obligated to become acquainted with the rules of the competition and with the objects of assessment in the competition. The judge assures the customer that he/she shall not disregard any relevant aspect of the object of assessment and that he/she shall impartially perform an accurate and complete assessment of the objects of assessment in the competition according to his/her best professional artistic opinion and in accordance with the rules of the competition.

(3) The result of the judge's activity is an assessment that the judge shall notify the customer of in writing, unless agreed otherwise or unless the rules of the competition provide otherwise. The judge shall be obligated to maintain confidentiality regarding all circumstances and information that he/she

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

has learned of in the course of his/her activity, including after the termination of the agreement or of the relationship arising out of it.

- (4) The judge's activity is defined in more detail in Annex No. 2 to the agreement.

### III.

#### Remuneration

(1) The judge's remuneration for his/her activity under the agreement shall be CZK XXX including all taxes, fees and customs. The licensee 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 remuneration includes all of the judge's costs for the execution of the judge's activity according to the agreement and the judge shall not be entitled to the payment of any other costs or to the provision of other consideration, unless agreed otherwise.

(2) The remuneration shall be paid by way of non-cash transfer to the account stated in the heading of this agreement, unless agreed otherwise. Other agreement regarding payment of remuneration: none.

### IIIa.

#### Contractual Penalties

(1) Should the judge breach his/her obligation to take part in the proceedings of the judging panel, he/she shall be obligated to pay the customer a contractual penalty in the amount of triple the agreed remuneration, unless he/she proves that he/she was prevented from taking part by his/her medical situation or force majeure.

(2) Should the judge breach his/her obligation to judge according to his/her best professional artistic opinion, correctly, impartially and in accordance with the rules of the competition, he/she shall be obligated to pay the customer a contractual penalty in the amount of five times the agreed remuneration.

(3) The contracting parties have agreed that the judge's obligation to pay a contractual penalty does not preclude the customer's right to compensation of damage and the contractual penalty is due, even without request, on the first day of the calendar month following after the month in which the right to the contractual penalty arose.....

(4) The entitlement to a contractual penalty persists even after the termination of the relationship arising from this agreement, as well as even after any of the contracting parties withdraws from this agreement.

### IV.

#### Final Provisions

(1) The agreement is drawn up in three counterparts, of which the customer shall receive two and the judge 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, similarly primarily by Art. 2652 et seq. of the Civil Code. If the agreement is drawn up in multiple language versions, the Czech version shall prevail.

(3) This agreement can be changed and the relationship arising from it can terminate only by way of a legal act in written form in a deed or by way of messages delivered to a data mailbox; any other form is excluded, unless agreed otherwise in this agreement. Each of the parties is entitled to change the contact information stated in the heading of the agreement by delivering a written notice to the other contracting party, in which it states which of the information is changed and in what way.

(4) The acceptance of an offer by a contracting party to this agreement with an amendment or deviation is not an acceptance of the offer to enter into this agreement or its change, even if it does not substantially change 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 judge is not entitled to set off a claim against the customer's claim.

(6) The judge 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 judge 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 No. 1 – Rules of the Competition

Annex No. 2 – Detailed Definition of Activity

In ..... on ..... 2016

In ..... on ..... 2016

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Customer

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Judge