

# General Terms and Conditions for Contract Research

## 1. Basic provisions

- 1.1. These General Terms and Conditions (hereinafter the 'GTC') are issued pursuant to Section 1751 et seq. Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the 'Civil Code') by the

**Institute of Scientific Instruments of the Czech Academy of Sciences, v. v. i.**

Registered office: Královopolská 147, 612 64 Brno (email address: [institute@isibrno.cz](mailto:institute@isibrno.cz), list the contact person for the order in the subject line)

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Statutory representative: Prof. Ing. Josef Lazar, Dr., Director of the Institute

Registered: the institute is a public research institution established under Act No. 341/2005 Coll. CAS

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(hereinafter the 'Contractor')

- 1.2. These GTC govern the mutual rights and obligations of the Client and the Contractor (individually also referred to as the 'Contracting Party', or jointly as the 'Contracting Parties') of contractual research based on the Contractor's know-how and the use of his unique scientific equipment.
- 1.3. These GTC are an integral part of every concluded contract and order for contract research, with the proviso that any deviating arrangements in the contract, or expressly confirmed by the Contractor upon acceptance of the order, take precedence over the provisions of these terms and conditions.

## 2. Subject of contract research

- 2.1. The contract research is based on the Client's use of the Contractor's know-how for his own benefit, provided that the Contractor does not use any state support and the contract research is carried out at a market price that at least covers costs.
- 2.2. Each order or contract must describe the subject of the contract research (hereinafter referred to as the 'Work' or 'Result of the contract research') in a manner that allows identification of the Contractor's know-how used.

## 3. Establishment of a contractual relationship

- 3.1. The Contractor reserves the right to decide whether to conduct contract research based on a written contract or order.
- 3.2. A contractual relationship established by a contract becomes effective on the date on which the authorised representative of the last contracting party signs the contract.
- 3.3. A contractual relationship established by an order arises when the order is confirmed by the Contractor, who declares that these GTC shall apply to the established contractual relationship. The application of Section 1740(3) of the Civil Code, which allows the establishment of a contractual relationship even if there is no complete agreement between the contracting parties, is excluded. Acceptance of the Client's GTC is particularly excluded. If there is a conflict between the commercial terms and conditions of the Client and the Contractor, the application of Section 1751(2) is excluded, and no contractual relationship shall be established.
- 3.4. In the legal relationship between the contracting parties, the application of Section 558 of the Civil Code on the priority of commercial practices is excluded.
- 3.5. By entering a contractual relationship, both contracting parties confirm that they have been informed of all factual and legal circumstances relevant to them regarding the possibility of entering a contractual relationship pursuant to Section 1728 of the Civil Code, and that they do not expect or request any further information on this matter. If required by Act No. 340/2015 Coll., on the register of contracts, the Contractor will publish anonymized documents evidencing the establishment of the contractual relationship, whereby the contractual relationship will enter into force. Any performance before it comes into effect shall be considered to have no legal reason, with all the consequences arising therefrom.
- 3.6. By entering into a contractual relationship, the Contractor undertakes to carry out the contract research at his own expense and risk and with all the necessary professional care, and the Client undertakes to take over the Work and pay the agreed price for it.

## 4. Place of performance

- 4.1. The place of performance of contract research is generally the Contractor's registered office.
- 4.2. The Client shall hand over the items or documents necessary for the performance of contract research to the Contractor in the agreed manner and within the agreed timeframe after the establishment of the contractual relationship. The price of the contract research shall not be reduced by the price of these things.

## 5. Delivery date

- 5.1. The Contracting Parties shall agree on the delivery date of the Work upon establishment of the contractual relationship, or specify it. Upon agreement with the Client, the Contractor may deliver the Work before the agreed date.
- 5.2. If the Contractor concludes during the performance of contract research that it is not within his capabilities to properly conduct the contract research with all professional care, he shall notify the Client of this immediately, no later than within the deadline pursuant to paragraph 5.1.

## 6. Handover and takeover of the Work

- 6.1. The Contracting Parties will agree on the place and method of handing over the Work upon establishment of the contractual relationship.
- 6.2. The Contractor shall hand over the Work to the Client officially, thereby enabling the Client to use it. The Client shall confirm the takeover of the Work by signing the handover document.
- 6.3. Upon agreement between the Parties, the Work can be handed over without a handover document, e.g. by handover to the Client's authorised employee, or by sending the Work to the Client by carrier. In this case, the handover of the shipment to the

first carrier shall be considered the handover of the Work, whereas the Contractor shall allow the Client to exercise the rights under the transport contract with regard to the carrier.

## **7. Price of the Work and payment terms**

- 7.1. The contractual price agreed upon between the Contracting Parties pursuant to Section 2 of Act No. 526/1990 Coll., on prices, which includes the entire subject matter of the contractual relationship, including all agreed related services, is binding and cannot be exceeded by the Contractor.
- 7.2. If the price of contract research cannot be determined in advance with sufficient certainty, the Contractor shall provide an estimate of the price in a price quote or upon acceptance of the order, with the final price being determined according to the actual scope of work.
- 7.3. The price will be raised by VAT at the rate valid when the invoice is issued.
- 7.4. The Client shall pay the price for the Work based on an invoice issued by the Contractor after the handover document is signed pursuant to paragraph 6.2, or upon handover of the package pursuant to paragraph 6.3. The price of the Work will be paid to the Contractor's account provided in the header of these GTC, which is a registered account published by the tax authority in the VAT register.
- 7.5. If the invoice, which is also a tax document, contains incorrect or incomplete data from the perspective of Act No. 235/2004 Coll. on value added tax, the Client shall be entitled to send it back to the Contractor before the maturity date. Likewise, if the Client discovers a defect in the delivered work before the invoice is paid, he shall be entitled to send the invoice back to the Contractor. After the defect has been eliminated, or after the Contractor's liability for the defect has otherwise ceased, the Contractor shall send the Client a new invoice.
- 7.6. The invoice is due 14 calendar days from the date of its issue.

## **8. Transfer of ownership**

- 8.1. The risk of damage to the results of the contract research passes to the Client after handover and takeover pursuant to Art. 6.
- 8.2. Ownership rights to the material results of the contract research are transferred to the Client upon payment of the price pursuant to paragraph 7.4.

## **9. Contractual sanctions**

- 9.1. In the event of the Client's delay in timely payment of the price, the Contractor shall be entitled to demand interest on delay in the amount established by applicable regulations.

## **10. Defects in performance, quality guarantee**

- 10.1. The Work is considered defective if it does not correspond to the contractual arrangements. The Client's right arising from defective performance is based on the defect that the item has when the risk of damage passes to the Client, even if it only becomes apparent later. The Client's right shall also arise in the event of a later defect caused by the Contractor's breach of his obligation. The Client is obliged to notify the Contractor of any defects in performance in writing without undue delay after they have been discovered, or should have been discovered with due care. The Client has the right to have the defect repaired free of charge during the warranty period.
- 10.2. The Contractor provides a warranty for the Work for a period of 1 year from its handover to the Client.

## **11. Withdrawal from the contractual relationship**

- 11.1. Either Party may withdraw from the established contractual relationship due to a material breach of contractual obligations by the other Party. The withdrawal from the contract shall take effect on the date of receipt of the notice by the other Contracting Party. The relevant provisions of the Civil Code apply to withdrawal.
- 11.2. The Contracting Parties are not liable for breach of contractual provisions if such a breach is a result of force majeure.

## **12. Intellectual property protection**

- 12.1. Intellectual property refers to industrial and copyright rights, including know-how on how to use commonly known processes, parts and designs to achieve results with unique properties.
- 12.2. The result of the Contractor's contract research is owned by the Client, including the intellectual property contained therein.
- 12.3. Unless expressly agreed otherwise, the exception to paragraph 12.2 is the Contractor's intellectual property mentioned in writing in the research report, or contained in other documentation accompanying the Result, which remains the property of the Contractor. The Contractor grants the Client a non-exclusive licence to use this intellectual property for the purpose of the order. Further distribution of this intellectual property by the Client is only possible after the conclusion of a licence agreement.

## **13. Data protection**

- 13.1. With regard to paragraph 2.2, it is determined that the subject of the contract research meets the conceptual characteristics of the Contractor's trade secret pursuant to Section 504 and Section 2985 of Act No. 89/2012 Coll., the Civil Code. A direct consequence of this is the anonymization of the subject of contract research in publishing the order or contract in the public administration information system, if Act No. 340/2015 Coll., on the register of contracts, requires this publication.
- 13.2. The Contracting Parties undertake not to make commercial and technical information entrusted to them by the other Party available to third parties without the written consent of the other Party, and not to use this information for purposes other than fulfilling the subject matter of this contract. Exceptions to this provision are described in paragraphs 13.3 to 13.5.
- 13.3. The Contractor is subject to financial control pursuant to Act No. 320/2001 Coll., on financial control in public administration.
- 13.4. Given that the established contractual relationship can be used within the Contractor's projects to report a monitoring indicator for contract research, the Contractor is obliged to ensure that the project control authorities have access to related documents. Documents need to be archived for at least 15 years
- 13.5. The subject of the contract research will be used to prepare a summary research report, which the Contractor will prepare in relation to his obligation to record the conducted contract research. The report stored by the Contractor in a special archive will be marked as confidential in the Register of Information on Results (RIV) operated on the basis of Section 4 of Government

Regulation No. 397/2009 Coll., on information systems, and all data about it will be edited with regard to the protection of trade secrets.

#### **14. Liability for damage**

- 14.1. The Contractor has arranged liability insurance for damage to third-party movable property located on the premises of the institute with an insurance coverage limit of CZK 1 million, which can be applied to the items and documents listed in paragraph 4.2.
- 14.2. The Contractor is liable for any damage incurred in connection with the performance of contract research.
- 14.3. The Contractor is not liable for any damages incurred by the Client or third parties in connection with the use of Work that has been properly handed over and taken over.
- 14.4. A Contracting Party that demonstrably violates the rules defined in Articles 12 and 13 is obliged to compensate the other Contracting Party for the demonstrably caused damage. This also applies in the event of withdrawal from the contractual relationship.

#### **15. Final provisions**

- 15.1. The rights and obligations arising from the relationship between the Contractor and the Client are governed by Czech law.
- 15.2. In the event of a dispute, the court in Brno will be the locally competent court of first instance.
- 15.3. Legal acts are performed in writing, and email shall also be considered to be in writing for the purposes of these GTC. When writing to the email address [institute@isibrno.cz](mailto:institute@isibrno.cz), please include the contact person for the order in the subject line of the email.
- 15.4. If individual provisions of these GTC become invalid, this shall be without prejudice to the validity of the other provisions of the GTC.
- 15.5. These GTC shall enter into force and effect on the date of their publication by the Contractor.

In Brno on 20/06/2025



Prof. Ing. Josef Lazar, Dr., Director of the Institute