



## I. Definitions

1. The **Faculty**, as a service provider, means the Czech Technical University in Prague, Faculty of Information Technology, ID No.: 68407700, VAT No.: CZ68407700, registered office Jugoslávských partyzánů 1580/3, 160 00 Prague 6, correspondence address (registered office of the Faculty): Thákurova 2700/9, 160 00 Prague 6.
2. The **Sponsor** means the company named as the Customer in the Order.
3. **The parties** are the Faculty and the Sponsor.
4. **GTC** shall mean these General Terms and Conditions, which are commercial terms and conditions within the meaning of Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), and which govern the rights and obligations of the Parties in the event that they are not specified in the Order itself. In the event of any conflict or inconsistency between the wording of the Order and the GTC, the provisions set out in the Order shall prevail; however, the Faculty is not obliged to accept these.
5. The **Contract** is a services contract concluded between the Faculty and the Sponsor by sending an order and its acceptance according to Art. II of these GTC.
6. The **Order** is the Sponsor's offer to enter into the Contract pursuant to Art. II of these GTC.
7. The **subject matter of the Contract** or **Services** means the services specified in the Contract in accordance with these GTC.
8. The **Remuneration** means the cost of the Services provided by the Faculty to the Sponsor under the Contract.

## II. Conclusion of the Contract on the basis of the Order

1. The Sponsor sends the Order to the Faculty in electronic form to the e-mail address [ssp@fit.cvut.cz](mailto:ssp@fit.cvut.cz); the Order must be evident that it is made by a person authorised to act for or represent the Sponsor, and it is recommended that it be accompanied by an electronic signature in accordance with Act No. 297/2016 Coll.
2. The Order contains these GTC as an attachment and may also contain an annex with a more detailed description of the Services, an order for additional services or other annexes according to the needs of the Parties; in such case, the annexes are then an integral part of the Order if the Faculty expressly accept them. In the event that the Order contains the Sponsor's own terms and conditions, these GTC shall prevail over the Sponsor's own terms and conditions.
3. The Contract is concluded at the time the Faculty sends a signed acceptance of the Order back to the Sponsor at the e-mail address from which the Order was sent or at the e-mail address specified in the Order, or by mail if requested explicitly by the Sponsor.

## III. Rights and obligations of the Parties arising from the concluded Contract

1. The Faculty agrees to provide the following Services to the Sponsor for the duration of the Contract:
  - a. Participation in the Faculty's career fair "COFIT" once a year (option 1) or twice a year (option 2),
  - b. publication of the Sponsor's logo on the Faculty's website in the section Our partners and sponsors with a link to the Sponsor's website for the entire duration of the Contract,
  - c. publication of the Sponsor's logo on the Faculty's website in the COFIT Career Fair section, for the duration of the Contract,
  - d. publication of the Sponsor's logo in the Faculty's premises on electronic information panels for the entire duration of the Contract,
  - e. social media collaboration within the Faculty's communication channels – publishing and sharing Partner's posts with informational value for students on the Faculty's social networks (the type of social network will be determined according to the specific requirement), once a year (option 1) or twice a year (option 2), and within the information e-mail to the Faculty's students once a year,
  - f. custom profile and management of student offers within the widget on the Faculty's website in the Job offers section, throughout the duration of the Contract.

In the event that the Sponsor agrees with the Faculty to provide additional services, the Sponsor shall specify them in the Order, in accordance with Art. II/2 of these GTC.

2. The service of participation in the COFIT fair, according to Art. III/1/a, once a year is always during the teaching period of the winter or summer semester at the choice of the Sponsor, and twice a year is always during the teaching period of the winter and summer semesters, always according to the relevant schedule of the academic year of the Faculty, which is published on the Faculty's website <https://fit.cvut.cz/harmonogram>; the date of the next COFIT fair is indicated on the website <https://fit.cvut.cz/cofit>.
3. The Sponsor agrees to pay the Faculty a Remuneration for the Services in the amount of:
  - a. CZK 70000 per year (in case of option 1), or
  - b. CZK 100000 per year (in case of option 2),unless the Faculty agrees otherwise with the Sponsor by confirming acceptance of the Order.
4. The Faculty and the Sponsor agree to provide each other with all information, documentation and assistance necessary to provide the Services. The Faculty is not responsible for any defects in the Services provided that result from a breach of these obligations by the Sponsor.
5. The Faculty agrees to keep a record of the Services provided and to provide an extract from such record for a specific period of time without undue delay upon the Sponsor's request.

#### IV. Payment terms

1. The Remuneration is payable to the Faculty's bank account within 30 days of the date of the invoice issued by the Faculty and its delivery to the Sponsor. The Faculty undertakes to issue the invoice within one month of the conclusion of the Contract.
2. The invoice must contain all the elements of a tax document prescribed by the relevant legislation. In the event that the invoice submitted does not contain the prescribed particulars or the Sponsor does not agree with the items billed, the Sponsor shall be obliged to raise its objections with the Faculty at the time of payment. Failure to do so or to pay the invoice shall constitute acceptance of the validity of the invoiced amount. In the case of validly raised objections, the new due date shall begin on the date of receipt of the new or corrected invoice.
3. The Faculty is a payer of VAT. Unless otherwise specified in the Contract, all prices are exclusive of VAT. VAT shall be added to and paid with the price at the rate applicable on the date of the taxable supply.
4. If the Sponsor defaults in the payment of any financial performance to the Faculty, the Faculty shall be entitled to charge the Sponsor statutory interest on late payment and to suspend the provision of the Services or terminate the Contract in accordance with Art. V of these GTC.

#### V. Duration of the Contract

1. The Contract shall enter into force and effect on the date of its conclusion in accordance with Art. II/3 of these GTC, and shall be concluded for a period of one year. The Faculty shall give the Sponsor at least one month's notice of the impending expiration and effectiveness of the Contract.
2. The Faculty or the Sponsor may terminate the Contract in the event of a material breach of the Contract and/or the GTC by the other Party, provided that the Faculty or the Sponsor has notified the other Party in writing of the breach and has given the other Party sufficient time to remedy the breach. The notice period in such case shall be 2 months from the date of delivery of the written notice to the other Party.
3. The parties agree that in the event of early termination of the Contract, the Faculty shall not be obligated to refund to the Sponsor any or all of the Remuneration is already paid. The Faculty agrees to provide the Sponsor with a discount, the amount of which shall be agreed upon by the parties, in the event of early termination of the Contract, which would otherwise result in a significant disparity between the Services provided and the Remuneration paid.

#### VI. Other provisions

1. The Sponsor agrees to have its business name and logo or trademark published by the Faculty on its website and in other promotional materials under the heading "Sponsors".
2. The Faculty agrees that the Sponsor shall indicate on its website and other promotional materials that it is a sponsor of the Faculty.
3. The parties represent that by paying the Remuneration, the Faculty is not obligated to receive any products or services from the Sponsor, and the Sponsor will not receive any advantage in providing products or services to the Faculty (including procurement).
4. By entering into the Contract, the Parties confirm that they are not unreliable payers within the meaning of Section 106a of Act No. 235/2004 Coll., on Value Added Tax (hereinafter referred to as the "VAT Act"). The Parties undertake that all

payments under the Contract and/or the GTC shall be paid only to accounts that the Parties have had or will have published in accordance with Section 96(2) of the VAT Act. Until the account is published, the obligated Party shall not be in default.

5. The parties confirm that the place of performance for the purposes of the VTA Act is the Sponsor's registered office.
6. The Parties confirm that the Contract concluded on the basis of the Order is a contract concluded by a public university within the framework of its complementary activities and is therefore not subject to the obligation to publish it in the Register of Contracts pursuant to Act No. 340/2015 Coll., in accordance with Section 3(2)(l) of the above-mentioned Act.

#### VII. Contact persons

1. Contact persons for all matters relating to the performance of the Contract shall be identified by the Sponsor in the Order and by the Faculty in the acceptance of the Order, or in the accompanying e-mail message or in writing by other means.
2. The Parties are obliged to notify each other of any changes in contact persons in writing without undue delay. Changes shall be effective upon delivery to the other Party without the need to amend the Contract.

#### VIII. Final provisions

1. The rights and obligations of the Parties are governed by the Contract, the GTC, the Civil Code and other generally binding legal regulations of the Czech Republic.
2. All amendments and additions to the Contract may be made only with the consent of both Parties in writing.
3. In the event that the GTC and/or the Contract refer to any legal regulation or standard, it shall be understood to mean the legal regulation as in force at the time of the issuance of the GTC and/or the conclusion of the Contract. In the event that such legislation is not applicable for any reason, the Parties shall instead apply the legal standard closest in nature to the legislation.
4. The provisions of the GTC shall come into force for the parties to the Contract on the effective date of the Contract of which they are a part.
5. The provisions of the GTC are binding on both parties unless otherwise expressly agreed in the Contract.
6. The Faculty is entitled to unilaterally change the GTC or issue new versions of the GTC. The current and previous versions of the GTC can be consulted on the website <https://fit.cvut.cz/vop>.
7. These GTC shall cease to be effective upon the entry into force of later GTC; however, the version of the GTC that was part of the Contract shall always be effective in relation to the performance of the Contract.
8. These GTC come into force on 17.06.2024.
9. If any provision of the Contract and/or the GTC is or becomes invalid, repugnant or unenforceable, this shall not affect the validity and enforceability of the other provisions of the Contract and/or the GTC if such provision can be severed from the Contract and/or the GTC as a whole. The parties shall be obliged to replace the invalid provisions by Contract with new valid provisions which best correspond to the initially intended purpose of the invalid provisions of the Contract and/or GTC.
10. The parties are obliged to resolve any disputes arising from the Contract by mutual negotiations first. The general courts of the Czech Republic shall have jurisdiction over disputes.