



KUJIP017ZW10



Contract on the Provision of Services

entered into pursuant to Section 1746 (2) of Act No89/2012 Coll., the Civil Code (hereinafter the Civil Code)

I The Contracting Parties

The Vysočina Region

with its registered office at:

represented by:

Registration No.:

VAT No.:

Bank details:

Account No.:

(hereinafter the "Client")

Žižkova 57, 587 33 Jihlava

MUDr. Jiří Běhounek, President of the Region

70890749

CZ70890749

Sberbank CZ, a.s., Jihlava branch

4211011840/6800

and

The Institute for Information Industry (III)

with its registered office at:

11F, No. 106, Sec. 2, Hoping E. Rd., Taipei

10622, Taiwan, Republic of China

Represented by:

Dr. Tsung - Nan Lin, Vice President and Director General

Bank details:

Mega International Commercial Bank,

South Taipei Branch No. 9-1, Sec. 2, Roosevelt Road, Taipei 10093, Taiwan, Republic of China

Account Name: INSTITUTE FOR INFORMATION INDUSTRY

Swift Address:

ICBCTWTP030

Account No.:

03053030689

(hereinafter the "Supplier")

II Subject Matter and Purpose of the Contract

1. The Supplier hereby undertakes to provide comprehensive arrangements required for the study visit for 8 students and 1 teacher from technical secondary schools from the Vysočina Region to Taiwan pursuant to Annex No. 1 hereto – the Trip Agenda within the agreed upon time and under the agreed upon terms and conditions.

III Obligations of the Contracting Parties

1. The Supplier agrees to duly provide the service specified in Article II hereof within the term specified in Article V hereof.
2. The Supplier shall inform the Client immediately of any circumstances that might jeopardize the provision of the service or cause any delay in the provision of the service.

The Client shall inform the Supplier of any and all facts decisive for the due and timely provision of the service.

3. By no later than 20 November 2017, the Client shall inform the Supplier in writing (by e-mail) of the exact number of participants. This number of participants shall be decisive for service preparation.
4. The Client agrees to pay to the Supplier the price specified in Article VI hereof.

IV

The Manner of Service Provision

1. When providing services under the Contract, the Supplier shall follow the provisions of the Contract and generally binding legal regulations. The Supplier may use the services of a third party to perform the Contract.
2. The Client agrees to provide required cooperation to the Supplier during the performance of the Contract.

V

The Time and Place of Performance

1. The service will be provided between 8 and 14 December 2017 pursuant to Annex No. 1 hereto.

VI

Purchase Price and Payment Terms

1. The total and maximum admissible price for the provision of services in the required scope and quality pursuant to this Contract was agreed to by the Contracting Parties to be: **CZK 210,000. This price is final. The Client shall pay the VAT.**
2. The date of taxable supply within the meaning of Act No. 235/2004 Coll., on the Value Added Tax, as amended, is the date of the service provision pursuant to Article V hereof.
3. The Client shall pay the price on the grounds of an invoice issued by the Supplier after a timely and duly provision of services as specified in Article II hereof on the dates specified in Article V hereof; the payment shall be made via bank transfer to the Supplier's bank account. Subject to agreement by the Contracting Parties, the invoice is payable within 30 days after its provable delivery to the Client. The invoice must include all required elements of a tax document pursuant to Act No. 235/2004 Coll., on the Value Added Tax, as amended. The Client is entitled to return the invoice before the expiry of the payment deadline if the invoice does not contain the requisite elements or if it contains any incorrect information. Upon the legitimate return of an invoice, the original payment period ceases to run. The corrected or revised invoice shall include a new payment period.
4. If the service contains any defects, the Client may request an adequate discount. The Client shall claim defective service with the Supplier in writing without undue delay as soon as a defect has been identified; otherwise, the liability for defects ceases to exist.



VII
Penalties

1. If the Client is late with the payment of any invoice issued by the Supplier pursuant to Article VI hereof, the Supplier is entitled to claim a late payment interest penalty of 0.05% of the outstanding price for each day of delay.
2. The settlement of late payment interest and/or a contractual fine is without prejudice to damages.

VIII
The Term of the Contract


1. The Client may withdraw from the Contract if the Supplier fails to provide the service within the date specified in Article V hereof or in the quality pursuant to the Contract. The withdrawal becomes effective on the day following the date of provable delivery of a written withdrawal notice to the other party.

IX
Final Provisions

1. The Supplier was selected pursuant to the Public Procurement Rules of the Vysočina Regional Council dated 15 May 2017.
2. The Contract may be changed or amended only by written amendments numbered in ascending order and signed by the authorized representatives of both Contracting Parties.
3. If circumstances preventing either of the Contracting Parties from performing under the Contract arise, the Contracting Party in question shall immediately notify the other Contracting Party and initiate negotiations between representatives authorized to sign contracts.
4. The Supplier expressly agrees that the entire text of the Contract, including signatures, will be published in the Public Administration Information System – the Register of Contracts.
5. The Contract comes into force upon its signature and becomes effective upon its being published in the Public Administration Information System – the Register of Contracts. The Contracting Parties have agreed that the Contract will be published in the Register of Contracts by the Client.
6. Given the public nature of the Client, the Supplier hereby expressly declares that it consents to the publication of the terms and conditions contained in this agreement to the extent and under the terms and conditions specified by relevant legal regulations, especially Act No 106/1999 Coll., on Free Access to Information, as amended. The Contracting Parties agree that any information of a business or technical nature that was disclosed to them by the other party will not be disclosed to third parties without prior written consent by the other party and will not be used for any purpose other than for the performance hereof.

7. The Contracting Parties have agreed that the legal regulations under the Contract shall follow the Civil Code and other generally binding legal regulations of the Czech Republic.
8. This Contract is made in two counterparts of which each Contracting Party shall receive one.
9. The Contracting Parties hereto declare and confirm with their signatures to have full legal capacity and to enter into the Contract as a free act and deed and not under duress or under conspicuously disadvantageous conditions and that they have duly read the Contract and agree to its contents.

Jihlava, 29 -11- 2017
on behalf of the Client



MUDr. Jiří Běhounek
President of the Region


Kraj Vysočina

Žižkova 57, 587 33 Jihlava

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Taipei, 29 -11- 2017
on behalf of the Supplier


Dr. Tsung - Nan Lin
Vice President and
Director General



Draft Agenda for Czech Republic Vysocina Delegation
- Electric Vehicle Technical Visit (Dec. 8 - 14)

Date	Morning	Lunch	Afternoon	Dinner
12/8 Fri.	Arrival (6:00) Hotel Check-in (8:00) Green Garden Taipei Hotel Mini BUS	Welcome afternoon tea in Grand Hotel III(14:30~17:00)	Visiting Gogoro Company for electric motor bike (18:00~19:00) Mini BUS	Dinner (Royal Host)
12/9 Sat.	Visiting IT Month Exhibition (09:30~12:30) Metro	Lunch	Visiting automatic Metro system(without driver), Elite Book Store and Taipei 101 Building(14:00~16:00) Metro	Dinner
12/10 Sun.	Visiting Taroko Transportation Company for Electric Bus in Hualien Bus+Rail+Bus	Lunch	Visiting Taroko Transportation Company for Electric Bus in Hualien Bus+Rail	Dinner
12/11 Mon	Workshop in III - Introduction of Taiwan Electric Vehicle Research and Development (09:30~11:30) Walk	Lunch	Visiting Luxgen Company for Smart Electric Cars (14:00~16:00) Visiting III - Intelligent Energy Management System Demonstration (17:00~18:00) Bus	Dinner
12/12 Tue	Visiting Hsinchu Science Park (10:00~11:00) Bus	Lunch	Visiting Kaisen Company for electric bus manufacturing (14:30~16:30) Bus+HSR	Dinner
12/13 Wed	Visiting Taipei City Government for unmanned electric bus (09:30~10:30) Visiting MOFA (11:00~12:00) Bus	Lunch	Visiting Czech Economic and Cultural Office, Taipei (14:00~15:00) Visiting Kuan-hwa Electronic Market (16:00~) Bus	Dinner
12/14 Thu	Cultural Visiting Tour - Maokong Gondola trip (09:00~12:00) Metro	Farewell Lunch and Trip Finding Seminar at Maokong	Visiting Handicraft Center for Souvenir Shopping (14:00~15:00) Metro	Dinner and Departure

