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FRAMEWORK SERVICE AGREEMENT

concluded in accordance with Section 1746 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (the "**Civil Code**")

between

[•]

with its registered seat office at [•], ID No.: [•], registered in the commercial register maintained by the [•] Court in [•] under File No. [•]
(the "**Company**")

and

[•]

born on [•],
residing at [•]
(the "**Contractor**")

This framework service agreement is hereinafter referred to as the "**Agreement**".

The Company and the Contractor are hereinafter together referred to as the "**Parties**".

TEMPLATE

PREAMBLE

- (A) The subject of this Agreement is to specify the rights and obligations of the Parties to provide the Company with the further specified services by the Contractor.
- (B) The Company intends to engage the Contractor for the provision of [•]. The Contractor is capable and entitled to provide such services.

NOW, THEREFORE, the Parties have agreed on the following Agreement in accordance with the respective provisions of Act No. 89/2012 Coll., the Civil Code, as amended (the "**Civil Code**"), in particular in accordance with Section 1746 of the Civil Code:

1 Subject of the Agreement

- 1.1 By this Agreement the Parties agree the terms and conditions for the provision of [*specification of the service*] that shall be provided by the Contractor to the Company (the "**Services**").
- 1.2 The subject and scope of the services to be performed by the Contractor will be specified in separate [contracts]/[orders]. Such specifications (orders) will be provided to the Contractor by the Company (the "**Specification**") where the Company provides for binding technical and other parameters of the services, expected length of the service and the remuneration of the Contractor. The Specifications are submitted by the Company to the Contractor and confirmed by the Contractor to the Company as follows: [*specification of the process*].
- 1.3 The Contractor declares that he is an independent contractor and is fully legally entitled to provide the Services under this Agreement, in particular that he holds all necessary public authorizations and licenses for the due provision of the Services and undertakes to keep such authorizations and licenses in force and valid throughout the provision of the services pursuant to this Agreement. The Contractor undertakes to inform the Company without undue delay if the Contractor loses any of his licenses or cannot perform any of the services for any other reason.
- 1.4 The Contractor shall perform the Services duly, independently, at his own risk and costs and in the best interests of the Company. The Contractor shall notify the Company without undue delay of any matters relevant to the services and their provision by the Contractor.
- 1.5 The Contractor commits to provide services for projects within a scope and time determined by individual Specifications – this with professional care and in accordance with this Agreement. The Contractor starts providing his services on the date given in the Specification, or otherwise the day after he receives confirmation from the Company.

2 Rights and obligations of the Parties

- 2.1 The Contractor agrees to provide his services in accordance with this Agreement,

based on the Specification and in accordance with the requirements, directions and interests of the Company. The Contractor is obliged to carry out his duties with the utmost professional care, to fulfill his obligations properly and in time, in a reasonable quality and within the deadline specified in the Agreement, project specification or as requested by the Company or his clients.

- 2.2 The Contractor is obliged to provide his services in person; the Contractor may engage third parties, only if the Company has given its prior written consent. The Contractor agrees to provide services in a manner appropriate to the needs of the Company and its instructions, as well as with the Specification.
- 2.3 For provision of services under this Agreement, the Contractor will use his own technical and other equipment, unless otherwise agreed. The services will be provided by the Contractor, in own business premises, unless agreed differently with the Company (especially having regard to the confidential or sensitive nature of the services provided).
- 2.4 The Contractor is obliged to inform the Company or its client immediately about any circumstances that discovered during the provision of services which may have an impact on the services or the outcome of such services.
- 2.5 If the services include or result in the creation of software solutions or any other IP related works, the Contractor is obliged to provide to the Company or its client all necessary documentation of the solutions that will enable possible changes or amendments.
- 2.6 The Contractor undertakes to notify the Company and its respective client immediately, if a conflict of interests may or has arisen (with respect to interests of the Contractor or persons close to him as defined by the Civil Code).

3 Contractor's remuneration and its determination

- 3.1 The Parties have agreed that the Contractor's remuneration for the provision of services under this Agreement will be paid if the Contractor complies with the conditions of this Agreement and based on an invoice issued for the relevant period of time by the Contractor.
- 3.2 The remuneration for services is determined by the number of hours or days spent by the Contractor on providing those services multiplied by the remuneration rate specified in Specification (the rate is set as the amount of remuneration per hour or day depending on the individual agreement of the Parties with respect to a concrete project). The Parties may also agree with respect to specific project on a fixed fee for delivery of a certain outcome by the Contractor. If the Contractor pays VAT, the relevant VAT amount shall be added to the remuneration.
- 3.3 The payment period is [•] days from the delivery of the invoice to the Company (by email or regular mail), unless otherwise agreed by the Parties. The Contractor is obliged to deliver an invoice with all its requisites to the Company within [•] days

as of the end of the calendar month during which the Contractor provided services to the Company.

- 3.4 In addition to the invoice, the Contractor is required to provide the Company with a detailed overview of services that he has provided to the Company according to the Specification in the relevant billing period (i.e. in the preceding calendar month).
- 3.5 The remuneration is paid by wire bank payment in CZK, unless the parties agree otherwise.

4 Liability

- 4.1 The Contractor shall be liable for the damage arising in connection with its activity based on this Agreement caused to the Company, whereby also the client of the Company is entitled to claim compensation for both material and immaterial damage.
- 4.2 The Contractor shall fully indemnify the Company against any loss, injury, damage, costs, or other liabilities (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses, suffered or incurred by the Company) arising out of or in connection with a breach of Clause 6 herein, including but not limited by the Contractor.
- 4.3 If the Contractor uses third parties under Clause 2.2 of this Agreement to provide the Services under this Agreement, the Contractor shall remain liable for their work to the same extent as if the Contractor would have had it performed the Services itself.

5 Confidentiality

- 5.1 All the documentation, data and information of any nature related to it or obtained during the provision of the services under this Agreement, including information about the business activity of the Company, industrial, organisational and financial information, know-how, commercial, manufacturing and technical information, and all information that is subject to trade secrets in accordance with Section 504 of the Civil Code, are confidential (the "**Confidential Information**").
- 5.2 The Contractor undertakes to keep confidential all the Confidential Information, to take due care to protect Confidential Information and to keep it properly secured and to use the Confidential Information only for the purpose of the proper performance of their services under this Agreement. The Parties undertake to maintain all Confidential Information confidential, i.e. above all, not to disclose any information to unauthorized third parties, usually individuals different from the Company and respective clients. The Contractor is entitled to use Confidential Information only exclusively during his performance according to this Agreement, as well as for fulfilling of his obligation given by this Agreement.

6 Intellectual Property Rights

- 6.1 Work under this Agreement refers to the results of a creative activity within the meaning of the Act no. 121/2000 Coll, Copyright Act, as amended (the "**Copyright Act**") which was created by the Contractor alone or jointly with others within the provision of the Services under this Agreement (the "**Work**").
- 6.2 The Contractor hereby in the extent permissible by law assigns to the Company the right to exercise all proprietary rights in the Work (in Czech "*právo vykonávat majetková práva k dílu*"), including the possibility of further assignment of such right to any third party without the prior consent of the Contractor.
- 6.3 To the extent that the Contractor has not assigned the right to exercise all proprietary rights in the Work, the Contractor hereby grants to the Company an exclusive, royalty-free, irrevocable and unrestricted right of use the Work (the "**Licence to the Work**").
- 6.4 The Contractor agrees that the Company in particular may, according to its needs, publish the Work, or part thereof, or otherwise make it available to third parties, under its own name, make copies and translations thereof, and alter, combine with other works and complete the unfinished part of the Work. This authorisation shall extend towards any third parties to which the Contractor's economic rights to the Work has been conveyed or assigned.
- 6.5 This Agreement also applies to any other intellectual property created by the Contractor acting alone or jointly with other authors with the fulfilment of his obligations under this Agreement, in particular to knowhow, designs, marketing research, patents and utility models, applied designs, industrial designs, business secrets, trademarks, inventions and technical solutions and databases (together the "**Remaining Intellectual Property**").
- 6.6 The Parties expressly agreed that the provisions of this Clause 6 and of the Copyright Act (by analogy) are applicable to the transition of rights in the Remaining Intellectual Property to the Company and that the Company will acquire, to the maximum extent permitted by law, and will in its own name and on its own account exercise the rights to the Remaining Intellectual Property.
- 6.7 If full acquisition of rights to the Remaining Intellectual Property by the Company is not possible, the Contractor hereby grants to the Company an exclusive, royalty-free, irrevocable and unrestricted right of use to the Remaining Intellectual Property created by Contractor during the commencement of his office, and (ii) grants to the Company right to use the Remaining Intellectual Property (the "**Licence to the Remaining Intellectual Property**"). The Licence is granted for all known types of use and for any purpose deemed appropriate by the Company.
- 6.8 The Company is entitled to assign, license, sub-license, grant or otherwise transfer any of its rights in respect of the Remaining Intellectual Property to any third party.

- 6.9 The Contractor is not allowed to disclose any information relating to the Remaining Intellectual Property to any persons or third parties without the Company's explicit consent. This obligation of the Contractor shall survive the termination of his office.
- 6.10 The Contractor undertakes to provide to the Company all assistance required for the due exercise of the Company's rights to the Work or Remaining Intellectual Property and to secure their legal protection in favour of the Company, including execution of any documents, requests or transfer deeds. This obligation of the Contractor shall survive the termination of this Agreement.
- 6.11 The Parties agree that (i) The Parties agree that the transfer, assignment or licensing of rights in the Work, Remaining Intellectual Property and Rights under this Agreement is free of charge, and (ii) the Contractor is not entitled to receive any additional remuneration in connection with the creation of Work or Remaining Intellectual Property and/or with granting any authorisations or permissions under this Clause 6 because such remuneration has already been included in the remuneration provided by the Company under this Agreement.
- 6.12 The assignment and transfer of rights under this Agreement will be unaffected by the termination of this Agreement.
- 6.13 The Contractor is not entitled to exercise any of his rights in the Work and the Remaining Intellectual Property. The Contractor is obliged to refrain from using the Work and Remaining Intellectual Property in any way and from exercising any rights falling under the Licence to the Work and the Licence to the Remaining Intellectual Property.
- 6.14 Irrespective of his obligations under article 6 of this Agreement, the Contractor shall immediately after the termination of this Agreement within 3 days deliver to the Company, or another person who the Company may nominate in writing, all books, papers, drawings, designs, records and computer software in his possession or under his control at that date, which relate to or concern any the Work or Remaining Intellectual Property.

7 Agreement duration

- 7.1 The Agreement is concluded for an indefinite period and can be terminated by following means:
- 7.1.1 By termination notice, with or without giving a reason of either of the Parties - the termination notice period being [•] months starting on the date on which the notice was delivered to the other Party;
- 7.1.2 By a written agreement of both Parties;
- 7.1.3 By a withdrawal of either Party in case that

- 7.1.3.1 the other Party repeatedly, i.e. at least twice breaches its obligations under this Agreement and despite a written notice, commits a third breach; or
 - 7.1.3.2 seriously breaches its obligations under this Agreement.
- 7.2 In the event of illness or other serious reason restricting the Contractor from providing the services under this Agreement, the Contractor commits to communicate this fact (including the reason for the obstacle) without a delay, no later than within 2 business days, to the Company.
- 7.3 [If the Contractor breaches, unreasonably or without a serious cause, its obligation to provide services under this Agreement in a timely manner, it is considered a material breach of this Agreement that entitles the Company to withdraw immediately from the Agreement being effective from the date of delivery of the written withdrawal to the Contractor.]
- 7.4 [If the Company fails to pay the remuneration to the Contractor under Clause 3 of this Agreement, it is considered a material breach of this Agreement that entitles the Contractor to withdraw immediately from the Agreement being effective from the date of delivery of the written withdrawal to the Company.]
- 7.5 The Contractor agrees that the Company may set-off any costs that has occurred as a result of such a breach of the Contractor's obligation against entitlement to remuneration in accordance with this Agreement. This would occur without the prejudice to the Company's claim for full compensation for damages and lost profits.
- 7.6 If the Contractor breaches any of their obligations under this Agreement, the Contractor undertakes to indemnify, defend, and hold the Company harmless from and against any and all damages, liabilities, losses, fines, penalties, settlement amounts, costs and expenses of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees, expert witness fees, and court costs.

8 Final Provisions

- 8.1 This Agreement is concluded under and governed by Czech law, in particular the Civil Code.
- 8.2 All changes and amendments to this Agreement shall be made in writing in the form of numbered amendments.
- 8.3 Should any provision of this Agreement be invalid, void or unenforceable, then such provision shall not invalidate, render void or make unenforceable the entire Agreement. In such case, the Parties shall substitute such invalid, void or unenforceable provision by another provision which will, by its content and purpose, as nearly as possible have the content and achieve the purpose of the invalid, void and/or unenforceable provision, within [•] days after delivery of a notice to the other Party.

- 8.4 This Agreement is executed in two (2) counterparts in English whereas each Party shall receive one (1) counterpart.
- 8.5 The Parties acknowledge that they have read and understood the terms and conditions contained in this Agreement. In witness of their true and earnest will to accept the obligations arising for them from this Agreement, they attach their signatures hereto. The Parties hereby acknowledge receipt of respective counterparts of this Agreement.
- 8.6 The assignment provided at Clause 6 herein in relation to the intellectual property rights is perpetual and worldwide, and therefore, it shall remain unaffected by the expiry or termination of this Agreement.

In _____ on _____

The Company:

The Contractor:

name: _____

title: _____

name: _____

title: _____