



Evropská unie
Evropský sociální fond
Operační program Zaměstnanost

Service Provision Agreement

concluded as per § 1746 paragraph 2 of Act no. 89/2012 Coll., of the Civil Code, as amended

Contracting Parties

Business name: Tripitaka, z. s. [registered association]
Registered office: Sekaninova 36, 128 00 Prague 2
Person authorised to act on the company's behalf: Mr. Zdeněk Raiser, M.A., Chairman of the Association's Board
Identification Number: 22840788/is not a payer of VAT
Bank details:
Account number: 5739959001/5500
IBAN: CZ6055000000005739959001
Swift: RZBCCZPP
Contact details: Tel.: 00420 739 479 393 E-mail: Raiser@seznam.cz
The association is entered in the Register of Associations in under file reference
(hereinafter "Contracting Authority") on the one hand

and

Business name: INI Intern-National Ireland Ltd.
Registered office: UNIT 6 – Archway House, Main Street, Donabate, Co Dublin K36 VR80, 80, Ireland
Person authorised to act on the company's behalf: Mr. David Walsch – Managing Director
Identification Number: Company Registration number: 479125
Tax Identification Number: IE9741621U
Bank details: Permanent TSB / Irish Life & Permanent PLC
Account number: 11496162
IBAN: IE 03 IP BS 99 06 56 11 49 61 62
BIC: IPBS IE2D
Contact details: Tel.: (+353) 1 592 5409 E-mail: dwalsch@internships.ie
The company is entered
(hereinafter "Provider") on the other

jointly conclude this Service Provision Agreement (hereinafter "Agreement").



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Article I.

Preamble

1. The Agreement is concluded by the Contracting Authority with the Provider, as the winning participant in the small-scale public contract named "Provision of accommodation in Dublin for 8 clients and realisation team members, always for a period of 2 months, in the years 2020 and 2021 - 2st part (hereinafter "Contract") within the scope of the realisation of the Project Expedition Ireland – work activation programme for young people leaving children's homes in the South Moravian Region/CZ.03.3.X/0.0/0.0/16_059/0011124" (hereinafter "Project"), financed from the European Social Fund via the Operational Programme: Employment.
2. An integral part of this Agreement is Appendix no. 1 – Description of the Provision of the Subject of the Agreement (hereinafter "Appendix no. 1")

Article II.

Subject of the Agreement

1. The subject of this Agreement is an undertaking by the Provider to provide, at their own expense and risk internships (hereinafter "Services") for participants in the Project within the scope of the visit in the city of Dublin, Ireland. The Services are specified in detail in Appendix no. 1 of this Agreement.
2. The Contracting Authority undertakes to pay the Provider a fee as per the provisions of Article VI. of this Agreement for the fulfilment arising from this Agreement.

Article III.

Fulfilment of the Agreement

1. The Provider is obliged to fulfil this Agreement in the manner and scope, and by the deadline, as per Appendix no. 1 of this Agreement and the provisions of Articles IV. and V. of this Agreement. The Provider explicitly undertakes to proceed in accordance with the Contracting Authority's instructions during the fulfilment of the Agreement, and they are bound by these instructions.
2. The Provider undertakes to provide the required Services in the required quality, and on the basis of requirements stipulated by the Contracting Authority. For this purpose, the Contracting Parties shall provide each other with the maximum possible collaboration in order to fulfil the subject of this Agreement.



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3. The Contracting Authority is entitled to inspect the fulfilment of the Agreement. Within the scope of the fulfilment of the Agreement, the Provider shall closely collaborate with the Contracting Authority, and shall flexibly resolve their requests.
4. The Contracting Authority undertakes to hand over to the Provider all materials and information which they have in their possession and can provide, and which are directly connected with the subject of the fulfilment of this Agreement, no later than five (5) working days after they are requested, unless both Parties agree otherwise.
5. If they become privy to circumstances which could affect the fulfilment of the obligations arising from this Agreement, the Contracting Authority is obliged to inform the Provider of these circumstances without delay. This obligation also applies to the Provider.

Article IV.

Agreement fulfilment period

The Provider is obliged to provide fulfilment on the basis of the concluded contractual relationship and related documents between the Contracting Authority and the Provider during the time period from 01/09/2020 to 31/12/2021, and in accordance with the fulfilment schedule as per Article V. of this Agreement.

Article V.

Agreement fulfilment period and location

1. The fulfilment of the Agreement shall commence after its signing by both Contracting Parties.
2. The Provider undertakes to arrange services according to the schedule below, and in the listed fulfilment location:

Run no. 1

Realisation period: departure September to October 2020, shall be specified more closely no later than the end of August 2020, **total 61 days**

Fulfilment location: Dublin, Ireland

Run no. 2

Realisation period: departure August to September 2021, shall be specified more closely no later than the end of May 2021, **total 61 days**

Fulfilment location: Dublin, Ireland

3. The period during which accommodation shall be provided for individual internships shall always include days off and holidays applicable in the given location during the given period.
4. The Contracting Authority reserves the right to change the obligation arising from this Agreement, consisting of the option of moving both dates for the departure of the clients, 1 employee and 1 mentor by up to three months, provided that a government regulation or other



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legal act of state power prohibits, or does not recommend, any crossing of the border of the Czech Republic, or entry into Ireland or in case that entry into Ireland will be subject to quarantine.

Article VI.

Fulfilment fee and payment terms

1. The fee for the fulfilment of the subject of the Agreement is:
Fee, including statutory Value Added Tax (hereinafter "VAT")
384 415 CZK (in words: three hundred and eighty four thousand four hundred and fifteen Czech crowns)
The fee is stipulated on the basis of a price calculation which forms Appendix no. 2 of this Agreement.
2. The listed fee is the maximum fee, which cannot be exceeded for the entire fulfilment period. The fee can only be changed in connection with a change in the statutory VAT rate.
3. By this Agreement, the Contracting Authority undertakes to pay the Provider a fee for the fulfilment of the subject of the Agreement as per the price calculation (Appendix no. 2 of this Agreement), on the basis of sub-invoices issued by the Provider, in the following manner:
First invoice – after the 2nd week of the stay in the given run, for the following partial services: introductory services, visit to the Czech Republic, language school, placement of an internship,
Final invoice – remaining services after the end of stay in the given run.
4. The Provider undertakes to invoice only the Services actually provided – number of accommodated persons and number of nights.
5. The due payment date of the invoice is thirty (30) days, and is calculated from the day following the day of its delivery to the Contracting Authority. The invoice shall be paid via cashless transfer to the Provider's bank account.
6. For the purposes of this Agreement, the payment date is understood to mean the crediting of the relevant sum from the Contracting Authority's account to the Provider's account.
7. The Contracting Authority reserves the right to return the invoice, before the due payment date, if it does not contain the required requisites or if it contains incorrect price information. A legitimate return of the invoice cancels the original due payment date. A corrected or reworked invoice shall be furnished with a new due payment date.
8. The Provider is obliged to state the contract name, Project name and Project registration number as per Article I. of this Agreement, as well as all the requisites of a tax document in accordance with the applicable generally binding legal regulations, on all accounting documents.
9. The Contracting Authority does not provide advance payments.



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Article VII.

Withdrawal from the Agreement, and reserved change of obligation

1. If the Contracting Authority discovers that the Provider is fulfilling the Agreement in conflict with their obligations, then the Contracting Authority is entitled to request that the Provider eliminate the deficiencies which arose, which they shall be invited to do in writing. If the Provider fails to do so even within a reasonable period provided for that purpose, and the Provider's actions would undoubtedly lead to a significant breach of the provisions of this Agreement, then the Contracting Authority is entitled to withdraw from the Agreement. The effects of the withdrawal come into force on the day of delivery of the written notification of withdrawal to the Provider.
2. The Contracting Authority has the right to withdraw from this Agreement, partially or completely, in a case where a government regulation or other legal act of state power implements measures which prevent the Contracting Authority from realising the fulfilment as per this Agreement, even within the scope of the reserved change of obligation specified above in Article V. paragraph 4.
3. Upon withdrawal from this Agreement, all of the Contracting Parties' rights and obligations cease to exist.
4. However, withdrawal from this Agreement has no effect on the Contracting Parties' rights and obligations connected with the mutual settlement of their receivables and obligations which arose during the fulfilment as per this Agreement:
 - a) The Provider is obliged, no later than 10 working days from the day of withdrawal from the Agreement, to present the Contracting Authority with a statement of the Services provided by them as per this Agreement properly, in good time and in the required quality, and completed by the day of the withdrawal from the Agreement, which have not yet been properly invoiced.
 - b) The Contracting Authority is obliged to pay the Provider, on the basis of the presented statement, for Services which were supplied by the Provider as per this Agreement properly, in good time and in the required quality, and completed by the day of the effectiveness of the withdrawal from the Agreement, by the deadline in accordance with the terms of payment in this Agreement.
5. Withdrawal from the Agreement does not affect entitlement to compensation for damage, or entitlement to a contractual fine, which as per the Contracting Parties' will shall remain in effect even after the termination of the Agreement by withdrawal.

Article VIII.

Contractual fines

1. If the Provider fails to arrange services within the meaning of Article II. paragraph 1 of this Agreement at the time and in the location stipulated in Article V. paragraph 2 of this Agreement, then the Contracting Authority is entitled to request the payment of a contractual fine of 5,000 CZK for every day of the delay or part thereof. A breach of the obligation entitling the Contracting



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Authority to exercise their right to the payment of a contractual fine as per the previous sentence is regarded as a significant breach of the Agreement. The payment of a contractual fine does not affect the right to compensation for damage.

2. In the event of a delay on the Contracting Authority's part with the payment of an invoice for provided Services, the Provider may invoice the Contracting authority interest on delayed payment of 0.01% of the total owed sum, for every day of the delay.

3. Both the contractual fine and the interest on delayed payment shall be paid within a period of fourteen (14) days from the day of delivery of the request for the payment of the contractual fine or interest on delayed payment to the obliged Contracting Party.

Article IX.

Contracting Parties' contact details

1. Communication in connection with the fulfilment of this Agreement must be documentable. Written records of meetings, e-mails and regular mail shall be used for this purpose.

2. All communication shall be realised in written form in Czech and English language, shall include the contract name, Project name and Project registration number as per Article I. of this Agreement, and shall be sent to the following contact persons:

a) On behalf of the Contracting Authority:

Company name: Tripitaka, z. s. [registered association]
Contact person: Mr. Zdeněk Raiser, M.A.
Correspondence address: Sekaninova 36, 128 00 Prague 2
Telephone: 00420 739 479 393 E-mail: Raiser@seznam.cz

b) On behalf of the Provider:

Company name: INI Intern-National Ireland Ltd.
Contact person: Mr. David Wlasch – Managing Director
Correspondence address: UNIT 6 – Archway House, Main Street, Donabate,
Co Dublin K36 VR80, 80, Ireland
Telephone: (+353) 1 592 5409 E-mail: dwalsch@internships.ie

Article X.

Final provisions

1. Unless this Agreement stipulates otherwise, the legal relationships arising from this Agreement or connected with it shall be governed by the applicable provisions of the Civil Code and other legal regulations of the Czech Republic. If any provision of the Agreement becomes invalid, then the other provisions shall remain valid unless a legal regulation stipulates otherwise. The Contracting Parties' rights and obligations arising from this Agreement are transferred to their legal successors.



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2. This Agreement can only be amended, supplemented or cancelled in writing, in the form of numbered Appendices approved by both Contracting Parties and signed by persons authorised to act in the matters of this Agreement.
3. The Contracting Parties have agreed that neither of them is entitled to assign their rights and obligations arising from this Agreement without the other Contracting Party's prior written consent.
4. The Provider undertakes that, both during the fulfilment of the Agreement and after its termination (even after its handover to the Contracting Authority), they shall maintain confidentiality regarding all facts which they learn from the Contracting Authority in connection with the fulfilment of the subject of the Agreement.
5. The Provider undertakes to provide all necessary collaboration, during a financial inspection, to persons authorised to inspect the Project from which the contract is paid, as per Act no. 320/2001 Coll., on Financial Control, as amended, Act no. 563/1991 Coll., on Accounting, as amended, and Act no. 235/2004 Coll., on Value Added Tax, as amended.
6. All accounting and other documents shall be stored in the manner set forth in Act no. 563/1991 Coll., on Accounting, as amended, Act no. 499/2004 Coll., on Archiving and the Filing Service and on the Amendment of Certain Acts, as amended, and in accordance with other applicable legal regulations of the Czech Republic.
7. All documents connected with the fulfilment of this Agreement shall be furnished with the contract name, Project name and Project registration number as per Article I. of this Agreement, as well as the mandatory publicity elements.
8. Within the scope of the fulfilment of this Agreement, the Contracting Authority is responsible for compliance with the rules for informing, communication and visual identity of the Operational Programme: Employment in accordance with the General Part of the Rules for Applicants and Recipients within the scope of the Operational Programme: Employment (version 12).
9. This Agreement is drawn up in two copies, of which each copy has the validity of the original, and each Contracting Party shall receive one copy.
10. Both Contracting Parties declare that they read this Agreement before signing it, and that the Agreement was concluded after mutual discussion as an expression of their free will, definitely, earnestly and comprehensibly, and not under duress or evidently disadvantageous conditions. As evidence of their consent to all of the provisions of this Agreement, persons authorised to act on both Contracting Parties' behalf affix their signatures.
11. This Agreement is concluded for a definite period, being until all of the Contracting Parties' rights and obligations are fulfilled.
12. The Agreement becomes valid and affective on the day of its signing by the last of the Contracting Parties.

Appendices:

Appendix no. 1 – Description of the Provision of the Subject of the Agreement



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Appendix no. 2 – Price calculation (Appendix no. 4 of the Tender Documentation)

In Prague, on ... 20. 9. 2020

In Dublin, on 28th September 2020

Contracting Authority:

Provider:

Mr. Zdeněk Raiser, M.A.



TRIPITAKA, z.s.
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Appendix no. 1

Description of the Provision of the Subject of the Agreement

The subject of the fulfilment of the public contract is the provision of internship services within the scope of the Project.

"Expedition Ireland – work activation programme for young people leaving children's homes in the South Moravian Region/CZ.03.3.X/0.0/0.0/16_059/0011124"

- In 2020: 8 clients and in 2021: 8 clients, however, flexibility must be possible, eg 6 clients 2020, 10 in 2021, run is possible with a minimum number of 4 clients
- Run no. 1 – departure September to October 2020, shall be specified more closely no later than the end of August 2020, total 61 days
- Run no. 2 – departure August to September 2021, shall be specified more closely no later than the end of May 2021, total 61 days

For each client:

- 2x one-day visit of the supplier's representative in the Czech Republic in Brno, meeting with project clients, joint preparation of internships - always at least 5 weeks before the departure of each group in the premises of the contracting authority, eg Bratislavská 68, Brno.
- welcoming the group at the airport, delivery to family accommodation, introductory instructions for a general stay in Ireland, regarding internships provided, language school and transport in Dublin to specific internship places, accommodation, information about the language school, map of Dublin
- Assistance in purchasing monthly public transport tickets in Dublin for clients
- 5 days at the beginning of the stay - language school - English language - min. 3 hours a day, interactive teaching according to the achieved level of the student
- unpaid 6-week tailor-made internship according to the client's abilities and interests (5 working days a week, 8 working hours one day) in Dublin. The internship must correspond to the client's abilities and at the same time be based on his professional interest, which will be specified during the initial visit of the supplier's representative in the Czech Republic. In case of problems with the internship provider, the supplier will arrange a replacement internship. The internship will include training, systematic support and feedback during the work and at the end of the evaluation 6 weeks. Occupational safety standards under Irish law must be met
- systematic support and assistance in solving problems during internships or education in a language school or stay in host families
- the possibility of using a meeting room for a group of clients with a mentor once a week for two hours during the internship. Characteristics: room size for min. 12 people, internet access, location Dublin City
- Delivery on departure at the end of the stay from the host family to the airport.