**Contract**

**on marketing, promotional and advertising activities**

**Contractual Parties**

Trade name:

Address:

Statutory representative:

Company ID:

VAT ID:

Bank:

Registered in:

(hereinafter the "Ordering Party")

**and**

Institution name: **Slovak University of Technology in Bratislava**

Address: Vazovova 5, 812 43 Bratislava

Faculty: Faculty of Civil Engineering, Radlinského 11, 810 05 Bratislava

Department:

Statutory representative: Dr. h. c., prof.h.c., prof. Dr. Ing. Oliver Moravčík, Rector

Lawful representative: prof. Ing. Stanislav Unčík, PhD., Dean

Representative for material and trade negotiations:

Company ID: 00397 687

VAT ID: SK2020845255

Bank: State Treasury, Account No.: 7000084162/8180

Representative for material and trade negotiations:

Legal form:Public University established by the Act of the National Council No. 131/2002 of the Collection of Laws on Universities

(hereinafter "SvF STU")

(in the text hereinafter “Ordering Party” and “SvF STU” as “Contractual Parties“)

in accordance with § 269, Article 2, and the subsequent Commercial Code and Provisions of Act No. 147/2001 of the Collection of Laws on Advertising and on the change and amendments of other laws, are concluding this Contract on marketing, promotional and advertising activities (hereinafter referred to as the “Contract”) under the following conditions:

**Article 1**

**Introductory Provisions**

In accordance with Trading Certificate No. OŽP-A/20061037-1/CR1, the Slovak University of Technology in Bratislava is authorized to carry out marketing, promotional and advertising activities and, according to the Bylaws of STU, SvF STU may conduct trading activities including marketing, promotion and advertising within its operations.

**Article 2**

**Subject of the Contract**

2.1. SvF STU commits itself to conduct *marketing, promotional and advertising activities* for the Ordering Party in accordance with the specifications stated in the Appendix to this Contract, and the Ordering Party commits itself to paying the cost of the above-mentioned activities.

 2.2. The Contractual Parties have agreed that SvF STU shall carry out the marketing, promotional and advertising activities stated in the previous paragraph of this Article for the Ordering Party by itself or through subcontractors within the period of ...................... from the submission of the documents for conducting marketing, promotional and advertising activities.

 **Article 3**

**Cooperation by the Ordering Party**

3.1. The Ordering Party commits itself to submit any documents for the marketing, promotional and advertising activities at the latest within …………. from the effective date of this Contract in the manner and form specified in the Appendix to this Contract.

3.2. In the case the Ordering Party does not provide the documents to SvF STU in due time and, as a result, any marketing, promotional and advertising activities will be obstructed, the Ordering Party commits itself to pay a contractual penalty of ……….. within the period of ……….. days from breaching the deadline stated in Article 3.1. of this Contract.

 The Contractual Parties have agreed that SvF STU may allow an adequate period of time to the Ordering Party to carry out their commitments. In such a case the Contractual Parties shall append an amendment to this Contract.

**Article 4**

**Cost and the due date of payment**

* 1. The Contractual Parties have agreed that the cost of the marketing, promotion and

 advertising is in the amount of

 Contractual cost without VAT €

 VAT 20% €

 **Total amount: €**

4.2. The cost of the activities is based on an agreement (Act No.18/1996 of the Collection of Laws on costs in the reading of later amendments), with the value-added tax included in the cost (Act No. 222/2004 of the Collection of Laws on the value-added tax). In the case that the VAT is changed, SvF STU is entitled to include the new VAT in the cost.

4.3. The payment of the cost for the activities stated in Article 2 of this Contract is due within 14 days from the day this Contract enters into force on the basis of an invoice from SvF STU, which will be delivered to the Ordering Party through postal service or personally.

**Article 5**

**Rights and duties of the Contractual Parties**

 The Contractual Parties commit themselves to carry out their rights and duties emanating from the Contract in accordance with this Contract and the valid provisions of the Commercial Code and Act No. 147/2001 of the Collection of Laws on advertising and on the change and amendments of other laws.

**Article 6**

**The term of validity of the Contract and its termination**

6.1. The Contract is concluded for a stated period, from the date the Contract enters into force until ................

6.2. The Contractual Parties agreed that the Contract shall be terminated:

1. by the written agreement of the Contractual Parties,
2. by instant termination in the case that the conctractual duties stated in this Contract are broken by the Ordering Party. In this case SvF STU will notify the Ordering Party of the reasons for instant termination of the Contract. The right to compensation for any damages will not be affected.

**Article 7**

**Common and Final Provisions**

7.1. The Contractual Parties commit themselves that all disputes emanating from this Contract will be primarily resolved by agreement.

7.2. The Contractual Parties commit themselves that all mutual rights and duties will be properly observed. The Contract is written in four copies, two for SvF STU and two for the Ordering Party.

7.3 The Contract can be changed only in the form of written amendments.

7.4 The Contractual Parties declare that they have read and understood this Contract before they signed it and that the Contract was concluded after mutual agreement and on the basis of their free wills, not under duress or noticeably disadvantageous conditions.

7.5. The Contract enters into force and effect on the date of its signing by the Contractual Parties.

In Bratislava on

**For the Ordering Party: For SvF STU:**

.......................................... …………................................

 prof. Ing. Stanislav Unčík, PhD.

 Dean