



Dean's Directive for Registering Contracts and Publication in the Contract Register

(DD__2022__01)

Article I Introduction

- 1.1 **The registration and publication** of contracts is based on the Rector's Order No. 4/2017 for ensuring uniform registration of contracts at CTU and for publication in the register of contracts and the Registrar's Directive No. 110/2017 for ensuring uniform registration of contracts at CTU and for publication in the Register of Contracts.
- 1.2 **Publication** in the National Register of Contracts is governed by Act No. 340/2015 Coll. on the Register of Contracts (hereinafter referred to as the "Act"). CTU in Prague is a so-called obligatory subject according to § 2, paragraph 1 of the Act and we are subject to the obligation to publish contracts defined by the Act in the National Register of Contracts. For this reason, it is necessary to state, among other things, the mandatory clause of the contract in contracts which are subject to publication in which CTU FEE appears as one of the contracting parties (see Appendix No. 2 to this directive).

Article II Division of Contracts

2.1 Contracts subject to registration

The iFIS financial information system **registers** all contracts and their amendments, including those that are not subject to publication in the National Register of Contracts.

2.2 Contracts subject to publication in the National Register of Contracts

According to the Act, contracts are **published** in the National Register of Contracts, including all signed amendments for which the financial limit (i.e. the total price or value of the subject of the contract) exceeds CZK 50,000. CZK without VAT. Contracts with a value less than or equal to this amount are not published in the National Register of Contracts.

Orders with a total price exceeding 50 thousand CZK without VAT are viewed by the Act as contracts which are subject to the obligation to publish in the National Register of Contracts. This does not apply if there is a contract for the order. In this case, only the contract is published and in the iFIS application (hereinafter referred to as "iFIS"), the order is linked to the contract.

Contracts subject to publication in the national register of contracts must be published without undue delay, but no later than within **30 days** of their conclusion. If the contract is not published in the National Register of Contracts **within 3 months** of its conclusion, it becomes invalid.

The obligation to publish according to the Act also applies to contracts concluded before 1 July 2016, if an amendment to these contracts is concluded after this date. In this case, it is necessary to publish the original contract at the same time as the new amendment, including any previous amendments.

THE EFFECTIVENESS OF THE CONTRACT does not occur on the day of signing by the last of the contracting parties, but only by PUBLICATION IN THE REGISTER OF CONTRACTS, if the contract is subject to publication in accordance with the Act. The performance of the contract may take place only after its publication in the national register of contracts.

With regard to the protection of personal data, the Act allows for the partial anonymisation of the text of contracts subject to publication (see Appendix No. 1 to this Directive).

2.3 **Contracts not subject to publication in the National Register of Contracts**

In particular, **it is not necessary** to publish the following contracts in the National Register of Contracts (unless, for example, the other party expressly requests their publication):

- all contracts below the financial limit for publication in the National Register of Contracts,
- contracts within the scope of ancillary activities, where the subject of performance falls into the category of contract research (according to the Communication from the Commission — Framework for State aid for research and development and innovation 2014/C 198/01),
- contracts the performance of which is carried out mainly outside the territory of the Czech Republic,
- contracts entered into in the course of legal negotiations with a natural person who acts outside the scope of their business activities.

Article III

Departments Ensuring Registration, Archiving and Publication in the National Register of Contracts According to the Type of Contract (hereinafter referred to as the "Responsible Administrative Department of the Dean's Office")

The following departments of the Dean's Office have in their agenda the registration, archiving and publication of contracts in the National Register of Contracts:

- The FEE Economic Office (EO) registers and publishes:
 - donation contracts,
 - contracts for the provision of a foundation contribution.
- The FEE Office for Science and Research (OVV) records:
 - confidentiality agreements,

and records and publishes:

- economic contracts,

- grant agreements incl. partnership agreements on participation in the solution of the project.
- The FEE Purchasing and Public Procurement Office (ONVZ) registers and publishes:
 - purchase contracts,
 - work contracts arising from public contracts processed by the Purchasing and Public Procurement Department,
 - service contracts arising from public contracts processed by the Purchasing and Public Procurement Department,
 - contracts for the provision of legal services arising from public procurement processed by the Purchasing and Public Procurement Office.
- The FEE Office for buildings (TPO) registers and publishes:
 - contracts for work and contracts for the provision of services (materially belonging to the TPO department),
 - lease agreements.
- The FEE Dean's Secretariat registers and publishes:
 - work contracts and other service contracts (not mentioned above),
 - contracts for the provision of legal services and mandate contracts,
 - loan agreements,
 - agreements and memoranda of cooperation with foreign universities (Erasmus Program),
 - agreements on inter-university cooperation,
 - order contracts,
 - insurance contracts (selected),
 - contracts relating to the reimbursement of travel expenses,
 - other contracts not mentioned above.

Article IV

The Process of Preparation and Registration of Contracts at FEE and Subsequent Publication of Contracts in the National Contract Register

4.1 The proces of preparation of contracts

Contracts SUBJECT TO PUBLICATION in the National Register of Contracts		Contracts NOT SUBJECT TO PUBLICATION in the National Register of Contracts
Contract in preparation by the other party, which <u>IS a liable entity</u> according to § 2, paragraph 1 of the Act (e.g. providers of subsidies, self-governing units, other universities, secondary schools, etc.).	Contract in preparation by the other party, which <u>IS NOT a liable entity</u> according to § 2, paragraph 1 of the Act (companies, self-employed persons, etc.) + Contract prepared by the FEE	
The employee of the workplace/department who negotiates the text of the contract will, among other things, ensure that:	The employee of the workplace/department who negotiates the text of the contract will, among other things, ensure that:	The employee of the workplace/department who negotiates the text of the contract will, among other things, ensure that:
<ul style="list-style-type: none"> the contract in the part of the identification of the contracting parties contains information at CTU in accordance with Appendix No. 3 to this directive, <p>Unless the parties agree otherwise, the contract will be published in the national contract register by the other party (this must be recorded in iFIS for the relevant contract).</p>	<ul style="list-style-type: none"> the contract in the part of the identification of the contracting parties contains information about CTU in accordance with Appendix No. 3 to this directive, the contract contains a mandatory clause according to Appendix No. 2 to this directive, the parties have agreed on an anonymised version of the contract. 	<ul style="list-style-type: none"> the contract in the part of the identification of the contracting parties contains information at CTU in accordance with Appendix No. 3 to this directive.
At this stage, it is appropriate to consult the wording of the contract with the Responsible Administrative Department of the Dean's Office.		

Note:

In the case of supply contracts, it is preferred that the counterparty signs the contract first.

4.2 The process of registration of contracts at FEE and publication in the National Register of Contracts

1	The employee of the workplace/department submits the contract for signing by the faculty management in the standard way through the Responsible Administrative Department of the Dean's Office with a duly completed <u>cover sheet</u> according to paragraph 5.1 of this directive. If the contract is subject to publication in the National Register of Contracts, he or she will also send a message containing <u>an anonymized version</u> of the contract in a machine-readable format from its faculty e-mail to the Dean's Office .	
2	The Responsible Administrative Department of the Dean's Office: <ul style="list-style-type: none"> enters <u>the contract into iFIS</u> in the "<i>Draft</i>" state, enters <u>an anonymized version of the contract</u> in machine-readable format <u>into iFIS</u>, marks the contract with the relevant <u>10-digit internal registration number</u> according to the iFIS code list, subsequently hands over the contract <u>to the faculty/university management for signature</u>. 	
3	Signing of the contract by the faculty/university management	
4	Handing over the contract back to the Responsible Administrative Department of the Dean's Office	
	At this stage, <u>the contract is concluded</u> (applies to contracts in preparation the other contracting party).	At this stage, <u>the contract is awaiting the signature of the other party</u> (applies to contract prepared at FEE)
5	The Responsible Administrative Department of the Dean's Office hands over the contract to the employees of the workplace/department from which it received the contracts (will keep one copy of the contract <u>for archiving</u>).	The Responsible Administrative Department of the Dean's Office will hand over the contract to the employees of the workplace department from which it received the contract.
		The employee of the workplace/department hands over the contract <u>to the other party (contractual partner)</u> for signature.
		The employee of the workplace/department will receive <u>the signed contract back from the counterparty</u> (contractual partner)
		The employee of the workplace/department <u>will send</u> one copy of the contract to the Responsible Administrative Department of the Dean's Office <u>for archiving</u> .
6	The employee of the workplace/department will send an e-mail with <u>a scan of the contract</u> in PDF to the Responsible Administrative Department of the Dean's Office .	

7	<p>The Responsible Administrative Department of the Dean's Office:</p> <ul style="list-style-type: none"> • evaluates the e-mail received from the employee of the workplace / department from the point of view of the completeness of the required files and, if necessary, <u>invites</u> the employee of the workplace/department to <u>complete</u> the missing data / files, • changes <u>the status</u> of the relevant contract in iFIS from "Draft" to "Active" and adds a <u>contract scan</u> in PDF to the record, • <u>ensures the publication of the contract</u> in the national register of contracts (only if the contract is subject to publication in the national register of contracts).
8	<p>The Responsible Administrative Department of the Dean's Office informs the relevant employee of the workplace/department about the successful <u>publication of the contract</u> in the national register of contracts (encloses the confirmation of publication received from the address isrs@mvcrcz).</p>

Article V

Cover Sheet to Ensure the Signing of Contracts and Amendments to Contracts

For the application for securing the signatures of the Dean of FEE, or of the CTU Rector, a cover sheet must be used on contracts or amendments to contracts, in the following division:

- to ensure the signature of the Dean of FEE on contracts and amendments, the FEE cover sheet according to Appendix No. 4 to this Directive shall be used,
- a CTU cover sheet will be used to ensure the CTU Rector's signature on contracts and amendments,
- to ensure the signature of the Rector of CTU, or of the Dean of FEE on the contracts and amendments related to projects that are registered in the EZOP application, the cover sheet automatically generated within the approval process of the EZOP application will be used as a matter of priority.

Article VI

Common, Transitional and Final Provisions

6.1 The following appendices form an integral part of this Directive:

Appendix No. 1 – Anonymization of contracts

Appendix No. 2 – Mandatory clause of the contract subject to publication

Appendix No. 3 – Name of the contracting party in the contract according to the Act

Appendix No. 4 – Cover sheet for signing the contract or an amendment to the contract

6.2 This directive enters into force on March 3, 2022.

In Prague on 3 March 2022

prof. Mgr. Petr Páta, Ph.D.

APPENDIX No. 1

Anonymization of Contracts

Data that can be anonymized in contracts which are subject to publication according to the Act:

Data in the contract	Anonymization Yes / No	Comment
Company	No	Always available from public sources (Commercial Register - CR, ARES, etc.).
Agent / Represented by	No	Available from public sources (CR - executive, procurator), or without prejudice to the right to privacy.
Option 1: Registered Office	No	Always available from public sources (CR, ARES, etc.).
Company registration number (IČ)	No	Always available from public sources (CR, ARES, etc.).
Tax registration number (DIČ)	No	Always available from public sources (ARES, etc.), or derivable from company registration number.
Account number	No Yes (in the case of the account number of a natural person or a natural person doing business)	Information available from the register of accounts (VAT payers and non-payers).
Person authorized to act on behalf of the supplier in contractual / technical matters	Yes No (in the case of an employee who is not a member of a statutory authority, unless there is a legal basis)	It can be disclosed for a person acting on behalf of a liable entity, as this is information about public or official activities and invasion of privacy is minimal. If the supplier's employee is not a member of the statutory body, there is usually no legal title to this (only consent comes into consideration, the Act on Free Access to Information and the Personal Data Protection Act prevent this).
Phone	Yes	It is not permissible to publish, it can lead to damage to a person's rights (stalking, etc.), e.g. mobile numbers are usually not public.
E-mail	Yes	It is not permissible to publish, it can lead to damage to the person's rights (spamming, etc.), e.g. emails are usually not public.

Data box identifier	No	Without prejudice to the right to privacy, publicly available information.
Contextually searched data sub header to be anonymized	Yes	Applies only to data that has been anonymized in the header. Introduce abbreviations in the header, concentrate the necessary data in one part of the contract and anonymize it?
Trade secret	Yes (manually – by signing or vectorially)	Always limited, the range is (a) determined ad hoc by the publishing body (b) contained only in part of the text entitled "Trade secret" or otherwise c) contextually searched and manually anonymized.
Signature of acting persons	Yes	Always anonymized - similarly, the signature patterns in the Commercial Register are in the non-public part (unpublished).

APPENDIX No. 2

Mandatory Clause of the Contract Subject to Publication According to the Act

The following text must be added to the section "Final provisions" or "Others" in the contract which is subject to publication in accordance with the Act.

Unless the parties agree otherwise, or in the event that a counterparty publishes in the register of contracts (e.g. grant providers, other universities, etc.), the text below may be replaced by another wording preserving the substance of the planned publication of the contract.

In the Czech version of the contract:

"Smluvní strany souhlasí s uveřejněním této smlouvy v registru smluv podle zákona č. 340/2015 Sb., o registru smluv, které zajistí ČVUT v Praze; pro účely jejího uveřejnění nepovažují smluvní strany nic z obsahu této smlouvy ani z metadat k ní se vážících za vyloučené z uveřejnění."

In the English version of the contract:

"The parties agree with the publication of this agreement in the register of contracts pursuant to the Act No. 340/2015 Coll., on the register of contracts, as amended. The publication shall be ensured by the Czech Technical University in Prague; if one of the parties considers some of the information specified in the contract for personal information or trade secrets, or data that may be to publish under the Act, such information must be explicitly identified as such during the contracting process."

APPENDIX No. 3

Name of the Contracting Party in the Contract

Option 1 = grant agreements, agreements dealing with the management of intellectual property, etc.	Option 2 = contracts for economic activity, donation contracts and others
Czech Technical University in Prague with its registered office at Jugoslávských partizánů 1580/3, 160 00 Prague 6 IČ: 68407700 DIČ: CZ68407700 represented by: doc. RNDr. Vojtěch Petráček, CSc., Rector part: Faculty of Electrical Engineering	Czech Technical University in Prague with registered office at Jugoslávských partizánů 1580/3, 160 00 Prague 6 - Dejvice IČ: 68407700 DIČ: CZ68407700 Part authorized to implement the contract: Faculty of Electrical Engineering, Department ... delivery address: Technická 2, 166 27 Prague 6 represented by: prof. Mgr. Petr Páta, Ph.D., Dean bank details: Komerční banka, a.s. account number: 19-5504540257 / 0100

Note:

Bank connections can be replaced as needed by other bank accounts, including project ones:

USD: 115-2055330217/0100 (IBAN: CZ1801000001152055330217)

EUR: 107-1700230207/0100 (IBAN: CZ1201000001071700230207)

APPENDIX No. 4

Cover Sheet for Signing the Contract / Amendment to the Contract

Cover sheet for signature of the dean of FEE is available to be downloaded and filled in with PC at <https://fel.cvut.cz/cz/departments/forms.html> under the name „Průvodka – podpis děkan“ in 4 options depending on the type of the submitted contract:

- Cover sheet of the Economic Office (see SPECIMEN 1 of this appendix)
 - for donation contracts,
 - contracts for the provision of a foundation contribution.

- Cover sheet of the Office for Science and Research (see SPECIMEN 2 of this appendix)
 - for economic contracts,
 - non-disclosure agreements.

- Cover sheet of the Purchasing and Public Procurement Office (see SPECIMEN 3 of this appendix)
 - for purchase contracts,
 - work contracts arising from public contracts processed by the Purchasing and Public Procurement Department,
 - service contracts arising from public contracts processed by the Purchasing and Public Procurement Department,
 - contracts for the provision of legal services arising from public procurement processed by the Purchasing and Public Procurement Office.

- The universal cover sheet (see SPECIMEN 4 of this appendix)
 - for contracts for work,
 - contracts for the provision of services,
 - contracts for the provision of legal services,
 - mandate contracts,
 - loan agreements,
 - agreements and memoranda of cooperation with foreign universities,
 - agreements on inter-university cooperation,
 - lease contracts,
 - order contracts,
 - insurance contracts (selected),
 - other contracts not mentioned above.

SPECIMEN 1

Cover sheet of the Economic Office

Průvodní list - žádost o podpis děkana FEL

I. Předkladatel/Řešitel:

Jméno a příjmení:		Linka	
Číslo pracoviště:		E-mail:	

II. Identifikace písemnosti:

Identifikace písemnosti (název):	
Identifikace dárce:	
Typ daru:	...vyberte
Plánovaný konec platnosti smlouvy:	
Interní číslo projektu – FIS (NS/TA/A)[1]:	

III. Závazky fakulty:

Pracoviště uhradí závazky z vlastních prostředků:	...vyberte
Pracoviště zabezpečí řešení vlastními silami:	...vyberte
Uveřejnění smlouvy v registru smluv	...vyberte
V případě, kdy smlouva nebude zveřejněna, vyberte výjimku dle § 3 zákon č. 340/2015 Sb.	...vyberte

IV. Dokumentace a doplňující informace:

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V. Schvalovací proces:

	Jméno	Datum	Vyjádření ^{*)} a Podpis
Zodpovědná osoba:			
Vedoucí pracoviště:			
Vedoucí ekonomického oddělení:			
Tajemník fakulty:			

*) je-li relevantní

Vedoucí pracoviště se svým podpisem zavazuje k vyčerpání finančních prostředků daru do konce platnosti darovací smlouvy (případně dle harmonogramu čerpání plynoucí ze smlouvy).

V případě nedočerpání finančních prostředků budou zbývající prostředky navraceny dárce.

[1] Vyplní EO

SPECIMEN 2

Cover sheet of the Office for Science and Research

Průvodní list - žádost o podpis děkana FEL

I. Předkladatel/Řešitel:

Jméno a příjmení:		Linka	
Číslo pracoviště:		E-mail:	

II. Identifikace písemnosti:

Identifikace písemnosti (Název):	
Typ písemnosti:	
Předpokládaná doba řešení:	
Interní číslo zakázky – FIS (NS/TA/A)	

III. Závazky fakulty:

Z podpisu předkládaného dokumentu vyplývají nebo mohou vyplývat fakultě závazky v celkové maximální výši (uveďte v Kč)	
Pracoviště uhradí závazky z vlastních prostředků:	...vyberte
Uveřejnění smlouvy v registru smluv	...vyberte
V případě, kdy smlouva nebude zveřejněna, vyberte výjimku dle § 3 zákon č. 340/2015 Sb.	...vyberte
Smlouva je předložena současně s duplicitním vyhotovením určeném ke zveřejnění, ve kterém jsou označeny (začerněny) informace, které se nebudou zveřejňovat v souladu se zák. 340/2015Sb. (např. osobní údaj, obchodní tajemství, ...)	...vyberte
Pracoviště zabezpečí řešení vlastními silami:	...vyberte

IV. Dokumentace a doplňující informace:

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V. Schvalovací proces:

	Jméno	Datum	Vyřádění ^{*)} a Podpis
Zodpovědná osoba:			
Vedoucí pracoviště:			
Vedoucí OVV:			Je/není přiložen výpis z OR.
Tajemník fakulty:			
Proděkan FEL:			

*) je-li relevantní

Oznámení případného konfliktu zájmů výše podepsaných osob. Vypíše osoba v konfliktu zájmů:

(Pojem „Konflikt zájmů“ vykládá pro tento účel příkaz děkana o administrativě. V případě potřeby pokračujte na rubu listu.)

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SPECIMEN 3

Cover sheet of the Purchasing and Public Procurement Office

Průvodní list - žádost o podpis děkana FEL

Písemnost dle zákona č. 134/2016 Sb., o zadávání veřejných zakázek, ve znění pozdějších předpisů a dle Příkazu rektora č. 11/2018.

I. Předkladatel/Řešitel:

Jméno a příjmení:		Linka	
Číslo pracoviště:		E-mail:	

II. Identifikace písemnosti:

Název VZ:	
Typ písemnosti:	
Druh zadávacího řízení:	
Předpokládaná hodnota VZ (bez DPH):	
Konečná hodnota VZ (bez DPH):	

III. Závazky fakulty:

Pracoviště uhradí závazky z vlastních prostředků:	...vyberte
Pracoviště zabezpečí řešení vlastními silami:	...vyberte
Financováno z projektů EU aj.?:	...vyberte
Registrační číslo projektu:	

IV. Dokumentace a doplňující informace:

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V. Schvalovací proces:

	Jméno	Datum	Vyjádření ^{*)} a Podpis
Řešitel:			
Řešitel části/Uživatel:			
Vedoucí pracoviště:			
Oddělení ONVZ:			
Oddělení OVV:			
Tajemník FEL:			
Proděkan FEL:			

*) je-li relevantní

SPECIMEN 4**Universal cover sheet****Průvodní list - žádost o podpis děkana FEL****I. Předkladatel/Řešitel:**

Jméno a příjmení:		Linka	
Číslo pracoviště:		E-mail:	

II. Identifikace písemnosti:

Identifikace písemnosti (název):	
Protistrana	
Interní číslo projektu – FIS (NS/TA/A):	

III. Závazky fakulty:

Pracoviště uhradí závazky z vlastních prostředků:	...vyberte
Pracoviště zabezpečí řešení vlastními silami:	...vyberte

IV. Dokumentace a doplňující informace:

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V. Schvalovací proces:

	Jméno	Datum	Vyjádření ^{*)} a Podpis
Zodpovědná osoba:			
Vedoucí pracoviště:			
Vedoucí oddělení děkanátu:			
Vedoucí oddělení děkanátu:			
Tajemník fakulty:			

*) je-li relevantní