



## CONTRACT FOR WORK

(hereinafter "Contract")

concluded in accordance with section 2586 ff of the Act No. 89/2012 Coll., Civil Code (hereinafter „Civil Code”),

while performing project *Automatic measurement of L2-Korean learner writing: Relationship between text similarity, learner proficiency, and holistic evaluation*

### CONTRACTING PARTIES:

**Customer:** **Palacký University Olomouc**  
Identification no: 61 98 95 92  
Tax ID No: CZ 61989592  
With the seat in: Křížkovského 8, 771 47 Olomouc, Czech Republic  
**Faculty:** **Faculty of Arts**  
Contact address: třída Svobody 26, 779 00 Olomouc, Czech Republic  
Represented by: prof. PhDr. Zdeněk Pechal, CSc., Dean of the Faculty of Arts  
Person authorized to act in contractual matters:  
Gyu-Ho Shin, Ph.D., e-mail: gyuho.shin@upol.cz, Head of the Project *Automatic measurement of L2-Korean learner writing: Relationship between text similarity, learner proficiency, and holistic evaluation*

(hereinafter „Customer” )

and

**Contractor:** Mun, Seongmin  
Home address: Sinmiju APT 101-601, Gwongwang-ro 290beon-gil 18-4, Paldal-gu, Suwon-si, Gyeonggi-do, Republic of Korea // postal code 16533  
Date of birth: 13 November 1989  
E-mail address: [simon.seongmin.mun@gmail.com](mailto:simon.seongmin.mun@gmail.com)  
Banking connection: 1002-930-103350  
SWIFT code HVBKRRSEXXX

(hereinafter „Contractor“)

(both parties together hereinafter “Contracting parties”)

### I.

#### Subject-matter of the Contract

1. The Contractor undertakes, under the terms of this Contract, to create for the Customer within the below-mentioned date the following preparatory scientific work (hereinafter "the Work"),  
- support for automatic processing of writing data, implementation of Korean C-test to a web platform.
2. The Customer declares that the Work will serve as a basis for conducting automatic analysis and paper writing planned and designated by the project "Automatic measurement of L2-Korean learner writing: Relationship between text similarity, learner proficiency, and holistic evaluation" (AKS-2021-R022) funded by 'Korean Studies Grant 2021: Academic Research'.

3. The Contractor shall perform the Work in accordance with the instructions given by the Customer via the person authorized to act on behalf of the Customer in matters relating to the implementation of this Contract
4. The Contractor shall perform the Work on his own expense and risk, to the extent, in the manner, quality, and time of this Contract.
5. The Contractor declares that while fulfilling this Contract he shall be capable to perform the Work with necessary knowledge and care required by his profession or professional status.
6. The Customer undertakes to pay for the Work the price stipulated in Article III of this Contract.

## **II.**

### **Place and Time of Performance of the Work**

1. The Customer undertakes to submit the materials necessary for the performance of the Work to the Contractor's e-mail, no later than seven days from the conclusion of this Contract. The Contractor undertakes to acquaint with the submitted documents and information before the commencement of the Work.
2. The Contractor undertakes to create and deliver the Work to the Customer via the above-mentioned e-mail address of the person authorized to act in matters relating to the implementation of this Contract no later than 31 August 2021, in electronic form in a text-file (.txt) format.
3. The Customer undertakes to send an e-mail confirming the receipt of the Work without defects within 7 days of the delivery of the Work. In the event that the Work is defective, the Contractor's shall - within the same time limit - request the remedy by an e-mail.
4. The Contractor is obliged to remove the defects within 7 days since the date of sending the appeal to remedy to the Contractor's e-mail address listed in the header of this Contract.

## **III.**

### **Price for the Work and Terms of Payment**

1. The Contracting parties agree that for the proper and timely execution of the Work, the price of the Work shall amount to \$600 (in words: six hundred dollars) to the Contractor.
2. The cost of the Work includes all costs incurred by the Contractor for the execution of the Work. Beyond the price, no additional cash or material benefit will be provided by the Customer.
3. The Contractor is not a VAT payer.
4. The Contractor undertakes to pay the price for the Work within 21 days after the delivery of the Work without defects under Article II of this Contract, to the bank account of the Contractor stated in the header of this Contract.
5. The price for the Work is deemed to have been paid at the moment of its writing off from the sender's bank account in favor of the Contractor's bank account.

## **IV.**

### **Rights and Obligations**

1. The Contractor shall be obliged to refrain from performing any work of infringement and any interference with the personality and proprietary rights to any copyright Work that should be incorporated into the Work.
2. The Contractor undertakes to comply with the instructions of the Customer, granted by the person authorized to act in matters relating to the implementation of this Contract specified in the header of this Contract
3. The Contractor is obliged to perform the Work personally and is not entitled to commission a third person to make the Work or its part.
4. The Customer undertakes to take over the Work and to pay for it the agreed price for the Work, in accordance with the terms and conditions set out in this Contract.
5. The Contracting Parties are obliged to provide each other with the necessary cooperation to fulfil the subject matter of the Contract and to inform each other without undue delay of any facts that might affect the performance of this Contract.
6. The Contractor is obliged to maintain the confidentiality of the facts designated or marked by the Customer as confidential or restricted. This duty of confidentiality preserves after the delivery of the Work.

V.

**The Right to Withdraw**

1. The Contracting parties are, in addition to legal grounds, entitled to withdraw from this Contract in accordance with the provisions of Section 2001 of the Civil Code even in the case of:
  - a. delay of the Contractor with the execution of the Work more than 7 days after the deadline provided for in Article II (2);
  - b. Contractor's delay with removal of defects more than 7 days after the deadline stipulated in Article II (4).
2. The Contractor is entitled to withdraw from this Contract outside id addition to legal grounds if the Customer has not provided the Contractor with the cooperation necessary for the performance of the Work within the agreed or reasonable period of time.
3. The withdrawal shall take effect on the date of delivery of the written notice of withdrawal to the other Contracting party indicated in the header of the Contract.

VI.

**Final Provisions**

1. The Contracting parties have expressly agreed that their rights and obligations ensuing from this Contract in matters not expressly regulated by this Contract in accordance with section 3 of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) and with section 87 subsection 1 of the Act No. 91/2012 Coll. on the Private International Law, as amended shall be governed by the laws of Czech Republic (especially by Civil Code).
2. As for potential litigations arising out of this Contract not solved by mutual negotiation, the Contracting parties agreed in accordance with section 25 of the Council (EU) No. 1215/2012 of 12 December 2012 on jurisdiction and the recognition and enforcement of judgements in civil and commercial matters and with section 85 of the Act No. 91/2012 Coll. on the Private International Law, as amended upon the jurisdiction of the Czech courts.
3. This Contract is made in two versions written in both English and Czech. In the event of a dispute, the English version of the Contract shall prevail.
4. This Contract may be changed or supplemented by the Contracting parties only in the form of written supplements that shall be dated and numbered in ascending order, shall be expressly declared as supplements hereof and signed by authorized representatives of the Contracting parties.
5. The Contract is made in three counterparts in English valid as originals undersigned by the authorized representatives of both Contracting parties while the Customer shall obtain two counterparts and the Contractor one counterparts.
6. The Contract becomes effective on the day of its signature by both Contracting parties.

In Olomouc .....

In Suwon .....

.....  
**on behalf of the Customer**  
prof. PhDr. Zdeněk Pechal, CSc.,  
Dean of the Faculty of Arts

  
.....  
**the Contractor**  
Mun, Seongmin