

AGREEMENT FOR ACADEMIC COOPERATION

between

FACULTY OF SOCIAL SCIENCES, CHARLES UNIVERSITY,
CZECH REPUBLIC

and

ADVANCE HEALTHCARE MANAGEMENT INSTITUTE, s.r.o.,
CZECH REPUBLIC

and

MANAGEMENT CENTER INNSBRUCK,
AUSTRIA

Charles University, Faculty of Social Sciences with its seat at Smetanovo nábř. 995/6, 110 01 Prague 1, Czech Republic, ID No.: 002 16 208, represented by PhDr. Alice Němcová Tejkalová, Ph.D., Dean (hereinafter referred to as "**FSV CU**"), **Advance Healthcare Management Institute s.r.o.** with its registered seat at U háje 296/22, Braník, 147 00 Praha 4, Czech Republic, ID No: 28986024, registered with the Municipal Court in Prague under C 157951, represented by MUDr. Pavel Hroboň, M.S. Managing Partner (hereinafter referred to as "**AI**") and **Management Center Innsbruck – Internationale Bildung & Wissenschaft GmbH**, with its registered seat at Innsbruck, ID No ATU43480005, represented by its Rector Prof. Dr. Andreas Altmann (hereinafter referred to as "**MCI**"), each with legal authority to accept and sign agreements and to obligate themselves and the institution they represent, present this agreement for academic cooperation below (hereinafter referred to as "**agreement**").

MCI has a long term experience in innovation & entrepreneurship oriented study programs, including healthcare management, for which it has won an international reputation. In order to meet the specific needs of students from Central and Eastern Europe, MCI intends to broaden its endeavor in academic field and to merge its qualities with FSV CU and AI. FSV CU represents the oldest university in the Central and Eastern Europe that has been pursuing excellence for centuries in many fields of study. FSV CU is open to innovation and wishes to shift behind the traditional undergraduate and graduate study programs. AI has rich experience with executive studying programs in healthcare management in the Czech Republic and Slovakia.

The purpose of this agreement is to merge the above qualities of the parties for the purpose of their cooperation and to design a unique executive study program in healthcare management focusing on students from Central and Eastern Europe.

1. Cooperation

MCI offers an MBA program in Business Administration. Based on the experience with this MBA program, MCI declares its strong interest in developing and implementing a new academic study program specifically tailored to Hospital and Health Management. FSV CU and AI declare their strong interest in contributing to the new academic study program based on the following concept and goals:

- **Academic study program:** MBA in Hospital & Health Management
- **Start:** October every year, beginning in October 2019
- **Time model:** Part time / blended learning concept
- **Length:** 3 semesters / 16 months
- **Program Structure:** Blended learning concept with asynchronous and synchronous study modes as well as face-to-face sessions (at least one per semester, at least one in Prague). Students will be allowed to choose one of the following branches of study: Hospital Management and Health Management.
- **Target Group:** This MBA Program is designed to support mid-career professionals in Central and Eastern Europe (CEE) who want to develop their management competencies, leadership skills and understanding of different national healthcare models. Prospective students with diverse backgrounds such as in provision of health services, management of healthcare organizations, health insurance, public administration, pharmaceuticals and medical devices and others should find this program enriching and supporting their career.
- **Admission requirements:** Undergraduate degree from a recognized university and minimum of 3 years of professional experience in a qualified position prior to commencement of the program (ideally, qualified professional activity also during the MBA program). Applicants who do not have a degree but have an extensive work experience will be considered for admission, provided they submit the required GMAT score of minimum 610. Each application is reviewed on a case by case basis.
- **Admission process:** The admission process includes the following steps:
 - ✓ Online Application
 - ✓ Essay in English
Applicants are asked to submit an essay detailing their motivations for enrolling in this program (ca 1000 words)
 - ✓ For candidates whose first language is not English: TOEFL test certificate or equivalent (cf. European Reference Framework for Languages: Proficient User). TOEFL - a minimum score of 92 points is required in an Internet-based test. IELTS (Academic) - a minimum score of 6.5 is required.
 - ✓ Interview
The interview gives applicants the opportunity to present themselves personally, to comment on their previous career, and to explain their motivation for applying for the program, as well as their medium-term professional goals. A Skype-based interview is also possible.
 - ✓ Decision

An admission committee including program director delegated by AI decides on the applicant's admission to the Master program.

- **Location:** The residence modules will take place at MCI in Innsbruck and at FSV CU and AI in Prague; the program will be complemented by online modules provided by MCI in Innsbruck and by FSV CU and AI in Prague.
- **Focus:** Hospital & Health Management with special emphasis on Entrepreneurship & Innovation as well as international management issues and the development of personal & leadership skills; The program shall be practice-oriented (problem solving, methods, instruments, cases, results, decision making, presentations etc.).
- **Assignments & Thesis:** For obtaining a degree, a scientific Master's Thesis (MBA Project) must be completed in English. The thesis has to fulfil academic requirements and shall not start before the beginning of the 3rd semester. The MBA Project has to be closely related to practice, comply with academic standards and should suggest a solution to a specific management problem from the professional environment of the student. The final exam is a comprehensive oral examination before an interdisciplinary board of examiners including a presentation and defense of the Master's Thesis. Admission to the final exam is subject to a successful completion of each module and a positive assessment/ grading of the Master's Thesis.
- **Degree:** Master of Business Administration (MBA),
- **Legal & Academic Basis:** The MBA program is based on Austrian academic legislation (e.g. University of Applied Sciences law – §9 FHStG Fachhochschul-Studiengesetz) and existing institutional eligibility and/or accreditations of MCI.
- **Course Language:** English
- **Tuition Fee:** A tuition fee of EUR 14 900,-- per MBA student paid to MCI is envisaged. This tuition fee may be increased or decreased later on. In order to allow for a successful market introduction, individually reduced tuition fees and/or scholarships may be afforded.
- **Admission Fee:** Applicants are required to pay an admission fee of EUR 100,-- with their application. Applications can only be processed after the receipt of this deposit. The admission fee will be deducted from the tuition fees when the applicant is accepted for enrollment. The admission fee will be collected by MCI.
- **Student Body:** The envisaged annual admission cohort is 15-25 students; for quality reasons there will be a minimum number of 15 and a maximum number of 30 students per class. Should there be less than 15 participants per cohort, MCI and AI shall jointly decide whether the program is started.
- **Faculty:** The faculty will be derived from Institute of Economic Studies of FSV CU, AI, MCI, and other universities and the business & consultancy world. The recruitment of the faculty will be run by AI, FSV CU and MCI following standards developed and approved by all three parties. These standards have to comply with MCI AACSB standards.

2. Roles of MCI, AI and FSV CU

MCI: Accreditation, Awarding the Degrees, Collection of Tuition Fees

MCI with the support of AI: Admission, Academic Coordination (AI is responsible for coordination of courses taught outside of MCI), Administration of students (Evaluation, Interview, Essays, etc.), Marketing Activities and Promotion

MCI, FSV CU and AI: Teaching, Curriculum, Know-How

The parties will further provide faculty, staff, infrastructure and other elements necessary for a successful delivery of the program. Each party is responsible for delivery and costs of teaching modules the particular party is responsible for. This in particular includes:

- MCI – 4 teaching modules (20 ECTS) and supervision of master thesis (15 ECTS)
- FSV CU – 2 teaching modules (10 ECTS) and supervision of master thesis in individual cases
- AI – 3 teaching modules (15 ECTS) and supervision of master thesis in individual cases
- Grading of assignments related to each Party's teaching modules is the responsibility of the particular Party, other parties may ensure an additional review of the assignments
- MCI, AI and FSV CU each provide internally the respective Program Director
- MCI, AI and FSV CU: Fulfillment of the respective formal and academic requirements within its respective institutional frameworks
- MCI, AI and FSV CU: Other elements being helpful or necessary to guarantee a successful delivery of the MBA program.

3. Program directors

- Program Director FSV CU: [REDACTED]
- Program Director AI: [REDACTED]
- Program Director MCI: [REDACTED]

4. Compensation

The tuition fees for the MBA program will be collected by the MCI. The details of the compensation between the MCI, AI and FSV CU under this agreement will be agreed in writing for each cohort separately no later than four weeks before start of each run of the program. MCI will support other Parties with the respective data documenting the payments by the students no later than two weeks after the opening of each run of the program. MCI agrees to transfer the funds to FSV CU and AI no later than six weeks after the beginning of each semester, based on invoices (issued tax documents) with a maturity of 14 days delivered to MCI via post no later than four weeks after the beginning of each semester. On the invoices, FSV CU and AI are required to provide all necessary bank information. All fees are exclusive of VAT (where applicable) and need to be paid within 14 days upon invoicing.

5. Intellectual property

The MCI course materials developed by MCI and used within the scope of this agreement will remain an exclusive property of MCI and the authors. The other parties are not authorized to reproduce or distribute the MCI course materials for a purpose other than defined in this agreement, unless such reproduction or distribution is made the subject of a specific agreement between the other Party, MCI and the authors.

The FSV CU course materials developed by FSV CU and used within the scope of this agreement will remain the exclusive property of FSV CU and the authors. The other parties are not authorized to reproduce or distribute the FSV CU course materials for a purpose other than defined in this agreement, unless such reproduction or distribution is made the subject of a specific agreement between the other party, FSV CU and the authors.

The AI course materials developed by AI and used within the scope of this agreement will remain the exclusive property of AI and the authors. The other parties are not authorized to reproduce or distribute the AI course materials for a purpose other than defined in this agreement, unless such

reproduction or distribution is made the subject of a specific agreement between the other party, AI and the authors.

This point about intellectual property will remain in effect even after the agreement is cancelled, terminated, or not prolonged.

6. Duration

The cooperation is intended to be of long-term duration. Upon the signing by the parties, the agreement comes into effect for duration of 5 years of consecutive student cohort admissions, beginning with the first cohort in the fall of 2019. The agreement will automatically be prolonged by one year (comprising of one student cohort admission) of cohort intake unless at least one of the parties declares its will to terminate the cooperation at least 2 years prior to the start of the MBA program of the respective cohort in written form. This model of automatic prolongation in case of non-cancellation will be of open end and continue on without time restriction (e.g. notification by September 30th, 2019, to avoid an admission for the fall of 2021, notification by September 30th, 2020, to avoid an admission for the fall of 2022 etc.). In the case of revocation, the elapsing of or annulment of MCI's eligibility/approval/accreditation for the MBA program (for whatever reason), there is no obligation by MCI to compensate or indemnify the other parties, and the cooperation will end automatically.

However, in this case it is agreed by the parties that they will fulfil their duties under this agreement as far as it is necessary to allow students who have been accepted into the MBA program to complete their studies irrespective of a possible cancellation or termination of the cooperation.

7. Cancellation

During the term of the agreement as specified above, the cooperation can only be cancelled by MCI, FSV CU or AI in case of the breach of quality and/or academic standards, financial obligations or other important reasons. The cancellation needs to be executed in writing and delivered to the other parties. In the case of cancellation, the agreement shall be terminated as of the day on which the last student that has been accepted into the MBA program completes his/her studies. Until then, all obligations under this agreement have to be fulfilled as far as it is necessary to allow students who have been accepted into the MBA program to complete their studies.

8. Exclusivity

During the term of the agreement as specified above and for the period of 24 months following the notification of cancellation and till the graduation of the last cohort, FSV CU and AI must not cooperate with any other academic institution located in Austria, Germany, Switzerland or the Italian Province of South Tyrol with the aim to provide an MBA program in healthcare management. MCI must not cooperate with any other academic institution located in the Czech Republic or Slovakia within the mentioned period with the aim to provide an MBA program in healthcare management.

9. Disputes & Governing law

Legal actions of the other parties against MCI may only be taken in the court having subject-matter jurisdiction at the place of the MCI's registered office. This shall also be the legal venue in case of legal actions of MCI against FSV CU or AI, with MCI being entitled to assert its rights in every court having local jurisdiction and jurisdiction over the subject-matter. This agreement is subject to Austrian law, excluding any and all principles on conflicts of law pursuant to Austrian private international law.

10. Formal Requirements & Confidentiality

This agreement constitutes the exclusive statement between the parties and supersedes all oral or written proposals, prior agreements and other communications between the parties concerning the subject matter of this agreement if this agreement doesn't state otherwise.

In the event that any of the provisions contained in this agreement is held to be unenforceable or void, this agreement shall be construed without such provision. The parties declare their willingness to mutually agree on a new provision which, by being legal in all respects, shall follow.

This agreement exists in three copies that are equally valid. All elements of this agreement are to be treated strictly confidential and may only be disclosed in case of formal, legal and/or academic requirements (e.g. accreditation, supervisory board, public authorities, etc.).

The parties acknowledge that in order to come into effect this agreement requires to be released in the register of agreements in compliance with the Act no. 340/2015 Coll. and they furthermore approve of this release. Charles University shall secure forwarding of the agreement to the registry of agreements immediately upon signing the agreement. Charles University commits to notify the other party about the execution of registration by sending to the other party a copy of the confirmation from the administrator of the registry of agreements about the release of the agreement and it shall do so without undue delay after it has obtained such a confirmation; or, if previously inserted an ID of the databox of the other party in the appropriate section on the accompanying form (in this case, a confirmation from the administrator of the registry of agreements shall be received by both parties simultaneously).

This agreement will enter force on the date of signature of all contracting parties and on the date it is entered in the registry of agreements.

Amendments or changes to this agreement shall be valid only if made in writing and signed by all the parties.

Charles University, Faculty of Social Sciences

Prague: May 17, 2018

Management Center Innsbruck

Prague: May 17, 2018

PhDr. Alice Němcová Tejkalová, Ph.D.

Dean

Prof. Dr. Andreas Altmann

Rector

Advance Healthcare Management Institute s.r.o.

Prague: May 17, 2018

MUDr. Pavel Hroboň, M.S.

Managing Partner