



FIRST FACULTY
OF MEDICINE
Charles University



MEMORANDUM OF UNDERSTANDING

FOR THE IMPLEMENTATION OF
THE INTERNATIONAL MASTER PROGRAMME IN ADDICTIONS
(IMPA)

BETWEEN

**CHARLES UNIVERSITY IN PRAGUE
(FIRST FACULTY OF MEDICINE) (CUPFFM)
PRAGUE, CZECH REPUBLIC**

AND

**COLOMBO PLAN INTERNATIONAL CENTRE FOR
CREDENTIALING AND EDUCATION OF ADDICTION
PROFESSIONALS (CPICCE)
COLOMBO, SRI LANKA**

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

CHARLES UNIVERSITY IN PRAGUE (FIRST FACULTY OF MEDICINE)

AND

**COLOMBO PLAN INTERNATIONAL CENTRE FOR CREDENTIALING AND
EDUCATION of ADDICTION PROFESSIONALS**

This MEMORANDUM OF UNDERSTANDING is made

BETWEEN

the Charles University in Prague (from 1st September 2016 according the Act no. 111/1998 Coll., Universities Act amended by Act no. 137/2016 Coll. as “Charles University”), registered address Ovocný trh 5, 116 36 Praha 1, VAT No.: CZ00216208, Part: First Faculty of Medicine, located at Kateřinská 32, 121 08 Praha 2, Czech Republic, an institution of higher learning (hereinafter referred to as “**CUPFFM**”) of the **first part**;

AND

COLOMBO PLAN INTERNATIONAL CENTRE FOR CREDENTIALING and EDUCATION of ADDICTION PROFESSIONALS, established on 16 February 2009 as the training and credentialing arm of the Drug Advisory Programme with its registered address at No. 31, Wijerama Mawatha, Colombo 7, P.O. Box 596, Sri Lanka (hereinafter referred to as “**CPICCE**”) of the **second part**;

CUPFFM and CPICCE shall individually be referred to as “**Party**” or collectively as “the **Parties**”.)

WHEREAS

- A. CUPFFM focuses on undergraduate and postgraduate healthcare education of medical and paramedical staff. The Department of Addictology (DoA) as a part of CUPFFM focuses on education in Addictology (Bachelor, Masters and Ph.D. degree)
- B. CPICCE is part of the global initiative funded by the Bureau of International Narcotics and Law Enforcement Affairs (INL) of the US Department of State and with a special collaboration with the National Association of Alcohol and Drug Abuse Counsellors (NAADAC) of USA to train, certify and professionalise the addiction treatment workforce in the region.

RECOGNISING the need to promote and strengthen the relations between the Parties; and

DESIRING to promote cooperation in the areas of education and training on the basis of reciprocity and mutual benefit for both Parties;

THE PARTIES HEREBY AGREE as follows:

1.0 OBJECTIVE OF THE PROGRAMME

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies in force in the Czech Republic and, are desirous to establish a joint cooperation in the areas of education and training. In this regard, the Parties agree to establish an education and training affiliation between the Parties.

2.0 COMMENCEMENT AND TERM

- 2.1 The effective date of this MoU shall be on **August 1, 2016** or on the day of a publication according the Czech Republic Act No. 340/2015 Coll., register of contracts, whichever is the later. The MoU shall be effective for a term of **five (5)** years, unless otherwise terminated in accordance with the provisions herein ("**Term**").
- 2.2 The Parties shall have the right to extend this MoU and to continue with the Programme subject to the terms and conditions to be mutually agreed upon by the Parties ("**Extended Term**").

2.3 In the event the Parties have not reached an agreement on the terms and conditions of such an extension within **sixty (60)** days prior to the expiration of this MoU, this MoU shall expire as scheduled and neither Party shall have any further claims against each other unless otherwise provided under this MoU.

3.0 PROGRAMME

3.1 The Programme made available under this MoU shall be:

- The International Master Programme in Addictions (IMPA)

3.2 The date of commencement of this programme shall be October 2018 assuming CUPFFM shall gain accreditation of ADIP by National Accreditation Authority for Higher Education according Clause 4.3. of the Contract.

4.0 CUPFFM'S UNDERTAKINGS AND OBLIGATIONS

4.1 CUPFFM will receive from CPICCE the updated Universal Treatment Curriculum for Substance Use Disorders (UTC) and Universal Prevention Curriculum (UPC) for the programme;

4.2 CUPFFM shall prepare the IMPA programme in line with CPICCE's UTC and UPC series;

4.3 CUPFFM shall submit the proposal to offer the IMPA programme to relevant authorities in the Czech Republic until its approval;

4.4 CUPFFM shall deliver the IMPA programme to prospective candidates as specified by the office of National Accreditation Authority for Higher Education, Ministry of Education (MoE), the Czech Republic;

4.5 CUPFFM shall offer the IMPA programme for a minimum of two (2) years;

4.6 CUPFFM shall prepare the students to sit for CPICCE certification examinations (cost to be borne by the students);

5.0 CPICCE'S REPRESENTATIONS AND OBLIGATIONS

- 5.1 CPICCE shall provide CUPFFM the full updated evidence- UTC series and UPC Series for the programme;
- 5.2 CPICCE shall conduct a walk through (training) to CUPFFM lecturer team on UTC and UPC curricula in the Czech Republic. The training costs shall be covered by CPICCE with exceptions of rooms for training.
- 5.3 CPICCE shall provide CUPFFM the CREDENTIALING opportunity for students to undertake at the end of the programme at the student's own cost;

6.0 IMPLEMENTATION

- 6.1 The Parties shall implement this Memorandum of Understanding in a manner to be mutually agreed.
- 6.2 The Parties shall take all reasonable measures deemed necessary to ensure the successful implementation of this Memorandum of Understanding.
- 6.3 The progress and results achieved from the implementation of this Memorandum of Understanding will be reviewed from time to time. For this purpose, both Parties shall ensure that reports on the implementations and the summary details will be made available to either Party upon reasonable request.

7.0 JOINT WORKING GROUP

- 7.1 The Parties shall for the purpose of this Memorandum of Understanding, establish a joint working group to oversee the smooth implementation of this Memorandum of Understanding (hereinafter referred to as the "**Joint Working Group**").
- 7.2 The Joint Working Group shall promote the aforesaid objective and ensure the proper coordination of its decision and/or recommendation.
- 7.3 The Joint Working Group shall:
 - (a) Monitor the activities and programmes implemented pursuant to this Memorandum of Understanding; and
 - (b) Negotiate and resolve issues and disputes arising from the interpretation or implementing or application of this Memorandum of Understanding.

7.4 The Joint Working Group shall be jointly headed by the Director of CPICCE and the Head of Department of Addictology. The composition of the Joint Working Group shall be determined by the Parties.

7.5 The Joint Working Group shall meet at least once yearly or as otherwise mutually agreed by the Parties to review the implementation of this Memorandum of Understanding.

8.0 FINANCIAL ARRANGEMENTS

8.1 The cost of the cooperative activities under this Memorandum of Understanding shall be funded based on terms to be mutually agreed upon by the respective Parties in writing on a case-by-case basis subject to the availability of funds.

8.2 Notwithstanding anything in paragraph 8.1 above, expenses for organising the meetings of the Joint Working Group, if any, shall be borne by the Party hosting such meeting. The Parties shall bear their respective travel and living expenses incurred.

9.0 TERMINATION

9.1 The Parties agree that this MoU shall be terminated by mutual agreement upon giving not less than three (3) months' notice in writing to the other Party.

9.2 Notwithstanding Clause 9.1. above, this MoU shall be terminated with immediate effect by either of the Parties upon the occurrence of any of the following events:

9.2.1 If either of the Parties commits any breach of contract, or its obligations, representations and undertakings under this MoU and fails to remedy such breach (if capable of being remedied) within thirty(30) calendar days after written notice by the other Party has been; and/or

9.2.2 If either of the Parties goes into liquidation, whether compulsory or voluntary;

- 9.2.3 If an administrator or an administrative receiver or manager be appointed over any part of the assets or undertakings of either of the Parties;
- 9.2.4 There is a change in control of any of the Parties, a “change in control” shall be deemed to have occurred if any person having previously controlled the relevant person, through the possession (directly or indirectly) of the power to direct or cause the direction of the management policies of a person, whether through the ownership of voting shares, by contract, as trustee or executor, or otherwise, ceases to do so or if any person acquires control of the relevant person;
- 9.2.5 If either of the Parties is convicted for any criminal offence which materially affect the conduct or the obligations of the Party under this MoU or the reputation of the Parties;
- 9.2.6 If either of the Parties has any of its licenses required by the Party to carry out its obligations pursuant to this MoU, revoked by the appropriate authority or any other authority, directly or indirectly related to the conduct of its business; or
- 9.2.7 If either of the Parties ceases or threatens to cease to carry on the whole or any substantial part of its business other than in the course of reconstruction or amalgamation.
- 9.3 Notwithstanding any of the clauses mentioned herein CUPFFM/ CPICCE may terminate this MoU without assigning any reason by giving not less than three (3) months’ notice in writing to CPICCE/CUPFFM.

10.0 CONFIDENTIALITY

- 10.1 Each Party shall observe the confidentiality and secrecy of documents, information and other data received from, or supplied to, the other Party during the term of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.

- 10.2 Any confidential information disclosed to a Party pursuant to this Memorandum of Understanding shall not without prior written consent of the other Party be disclosed to a third party or be used for any purpose not expressly permitted in writing by the other Party.
- 10.3 Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.
- 10.4 Parties agree that provisions of this Article shall not be applied in case of fulfilment of mandatory publication according the Czech Republic Act No. 340/2015 Coll., register of contracts. A breach of confidentiality necessary to implement the agreement shall not be considered a breach of a confidentiality clause under this contract.

11.0 FORCE MAJEURE

- 11.1 Neither Party shall be in breach of its obligations under this MoU if it is unable to perform its obligations under this MoU (or any part of them) as a result of the occurrence of an Event of Force Majeure. An “**Event of Force Majeure**” shall mean, war (whether declared or not), hostilities, invasion, act of foreign enemies, insurrection, revolution, rebellion, military or usurped power, civil war acts of terrorism; natural catastrophes including but not limited to earthquakes, floods and subterranean spontaneous combustion or any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions; nuclear explosion, radioactive or chemical contaminations or radiation; pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and riot, commotion or disorder, unless solely restricted to employees of the Company or its personnel, servants or agents.
- 11.2 If an Event of Force Majeure occurs by reason of which either Party is unable to perform any of its obligation under this Agreement (or any part thereof) the Party shall inform the other Party immediately of the occurrence of that Event of Force Majeure with full particulars thereof and the consequences thereof.
- 11.3 If either Party considers the Event of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention

of this MoU, then the Parties may agree that this MoU be terminated upon mutual agreement.

12.0 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

12.1 The protection of the intellectual property rights shall be enforced in conformity with any existing laws, rules and regulations relating to intellectual property rights.

12.2 The use of name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.

12.3 Notwithstanding anything in paragraph 12.1 above, the intellectual property rights with respect to any technological development, products and services development, carried out:

- (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
- (ii) Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

12.4 Either Party may transfer or assign its title or interest in whole or in part, in the intellectual property rights covered by this Memorandum of Understanding to the other Party. Such transfer or assignment must be in writing and shall be effective only upon the written acceptance of the other Party.

13.0 NOTICE

13.1 Every notice, request or any other communication required or permitted to be given pursuant to this MOU shall be in writing, in English and delivered personally or sent by registered or certified post via air mail or by courier or facsimile to the parties at the address and facsimile number as stated below:

(a) If to **CPICCE**

[REDACTED]
Director ICCE
The Colombo Plan Secretariat
No. 31, Wijerama Mawatha
P.O. Box 596
Colombo 7, Sri Lanka
Tel No.: [REDACTED]
Fax No.: [REDACTED]
Email: [REDACTED]

(b) If to **CUPFFM**

Charles University, First Faculty of Medicine
[REDACTED]
The Head of Department of Addictology
Kateřinská 32
121 08 Praha 2
Czech Republic
Tel No.: [REDACTED]
Email: [REDACTED]

13.2 Any such notice or other communication shall be deemed to have been served:

- (a) if personally delivered, at the time of delivery;
- (b) if posted, at the expiry of seven (7) working days from the date of being posted;
- (c) if sent by facsimile message, at the time of transmission (if sent during normal business hours, which are 09:00 to 17:30 local time) in the place from which it was sent or (if not sent during such normal business hours) at the beginning of the next business day in the place from which it was sent.

13.3. If the other party objects non-delivery of the notice, request or other communication this provision shall not be apply.

14.0 REVISION, MODIFICATION AND AMENDMENT

14.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding. Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Memorandum of Understanding.

14.2 Such revision, modification and amendment shall come into force on such date as may be determined by the Parties. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding prior or up to the date of such revision, modification or amendment.

15.0 SETTLEMENT OF DISPUTES AND GOVERNING LAWS

15.1 Any difference or dispute between the Parties arising out of the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation or negotiation between the Parties without reference to any third party.

15.2 This Memorandum of Understanding shall be governed by and construed in accordance with the laws of (your country).

16.0 NON-BINDING

Save for Clauses 9.0 and 10.0 which shall be binding, the Parties acknowledge that the provisions of this Memorandum of Understanding nor any prior or subsequent course of conduct or dealing between the Parties except as stated otherwise herein or as otherwise agreed between the Parties, is intended to create or constitute any legally binding obligation between the Parties.

17.0 MISCELLANEOUS

The Parties recognise that it is impracticable to make provisions for every contingency which may arise in the course of performance of the provisions hereof and accordingly declare their intention that this Memorandum shall operate between them with fairness and without detriment to the interest of any Party and that each Party shall use best endeavour to ensure that full effect is given to the terms of this Memorandum in the spirit in which it was agreed upon.

18.0 ENTRY INTO FORCE, DURATION AND TERMINATION

The termination of the Memorandum of Understanding shall not affect the implementation of ongoing activities and/or programmes which have been agreed

upon by the Parties prior to the date of the termination of this Memorandum of Understanding.

19.0 SAVING CLAUSE

If any of the provisions of this MoU becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

IN WITNESS TO THIS MEMORANDUM OF UNDERSTANDING WHEREOF the parties here unto affix their signatures:

Signed for and on behalf of
CHARLES UNIVERSITY IN PRAGUE)
PART: FIRST FACULTY OF MEDICINE)



ALEKSI ŠEDO
Dean of the Faculty

Date: - 1 -07- 2016

In the presence of



Signed for and on behalf of)
COLOMBO PLAN INTERNATIONAL)
CENTRE FOR CREDENTIALING AND)
EDUCATION OF ADDICTION)
PROFESSIONALS)

TAY BIAN HOW
DIRECTOR
International Centre for
Credentialing and Education of
Addiction Professionals

Date:

In the presence of

**International Centre for Credentialing and Education
of Addiction Professionals**

Date: