



EUROPEAN UNION
European Structural and Investment Funds
Operational Programme Research,
Development and Education



Contract No.: ES917058

AGREEMENT FOR EXTERNAL EVALUATION OF JANÁČEK ACADEMY OF MUSIC AND PERFORMING ARTS IN BRNO ("Agreement"),

entered into force on 27 March 2019 and made between:

- (1) Janáček Academy of Music and Performing Arts in Brno (JAMU), Beethovenova 2, 662 15 Brno, Czech Republic,
Company ID No. 62156462, Tax ID No. CZ62156462,
Bank details: XXX Account Number IBAN: XXX, BIC: XXX
and
- (2) MusiQuE – Music Quality Enhancement, ("MusiQuE"), c/o AEC, Avenue des Celtes 20, B-1040 Brussels
Company ID No. 0721747108, VAT number awaited
Bank details: XXX, Account Number IBAN XXX, BIC: XXX

(1) and (2) above are separately referred to as a "Party" and jointly as the "Parties".

1 BACKGROUND INFORMATION

In 2018, the Janáček Academy of Music and Performing Arts in Brno issued a call for submission of bids for a small-scale public contract awarded outside of the procurement procedure under Act No. 134/2016 Coll., on Public Procurement, entitled "**External Evaluation of JAMU**"

MusiQuE is an external evaluation body dedicated to the continuous improvement of the quality of higher music education across Europe and beyond and to assisting higher music education institutions in their own enhancement of quality.

JAMU wishes to use MusiQuE services for the purpose of "**External Evaluation of JAMU**".

2 DESCRIPTION OF THE SERVICE

2.1 General

The object of this agreement is the external evaluation of the Janáček Academy of Music and Performing Arts in Brno. The evaluation will be conducted within a specific timeframe on the basis of self-evaluation material produced by JAMU and of a visit on site at each of both JAMU faculties, by a Review Team of international experts. The output of the evaluation shall be two evaluation reports (one per Faculty) assessing the educational and creative activity of JAMU. The evaluation reports shall also contain an assessment of the existing quality system for the educational and artistic activity of JAMU and its set-up.

2.2 Scope of the external evaluation

In order to provide JAMU with the best possible expertise and tailor-made advice, the external evaluation of JAMU shall entail a review of the Faculty of Music and a review of the Faculty of Theatre. MusiQuE will conduct both review processes in parallel: the review of the Faculty of Music will be fully coordinated by MusiQuE and the review of the Faculty of Theatre will be conducted in cooperation with Enhancing Quality in the Arts (EQ-Arts)¹.

2.3 Details of the external evaluation

2.3.1 Self-evaluation material

JAMU will prepare two separate self-evaluation reports, one relating to the Faculty of Music, one relating to the Faculty of Theatre, as well as supporting documentation, based on specific templates and on an indicative list of documentation provided by MusiQuE. The draft self-evaluation reports and related documentation will be sent to MusiQuE in November 2019. The final self-evaluation reports and related documentation, after being adjusted and/or completed following comments by MusiQuE, will be delivered to MusiQuE in December 2019.

2.3.2 Date of the site visit

The site visit will take place in February 2020. The exact dates of the visit will be agreed later in the process by both Parties.

2.3.3 Composition of the Review Team

Both of the Parties will agree on the areas of expertise needed according to the specificities of the institution and the programmes it offers. MusiQuE will suggest to JAMU possible reviewers who have been trained directly by MusiQuE and are listed in the MusiQuE's peer-reviewers register, which is composed of international specialists in the field.

The Review Team which will be responsible for the review of the Faculty of Music will consist of five members:

- Review Team member 1 – Chair

¹ EQ-Arts was founded by the European League of Institutes of the Arts (ELIA) as an independent subject-specific external accreditation and review body with a focus on enhancement-led quality assurance for higher arts education. Through its activities EQ-Arts supports higher arts education institutions in the self-evaluation and enhancement of their internal quality systems to promote a strong quality culture across the higher arts education sector. More information about EQ-Arts' activities can be found at: <http://www.eq-arts.org/>.

EQ-Arts and MusiQuE, both cross-border QA agencies for the arts and music sector, have signed a Memorandum of Understanding. This Memorandum underpins the existing mutual drive to further collaborate and cooperate in supporting arts & music institutions in the self-evaluation and enhancement of their internal quality systems. For institutions throughout Europe, this offers the possibility to work with both agencies for their various departments and still have consistency, as MusiQuE and EQ-Arts have aligned their processes and work with aligned frameworks

- Review Team member 2
- Review Team member 3
- Review Team member 4 – Student member
- Review Team member 5 – Secretary

For the review of the Faculty of Theatre, MusiQuE will ask EQ-Arts to compose a separate EQ-Arts Review Team featuring a similar composition with five reviewers with expertise in theatre.

2.3.4 Schedule for the proposed site visit

The production of the detailed schedule for the site visits will be prepared by JAMU in cooperation with MusiQuE and EQ-Arts and the Review Team Chairs, based on the template for site-visit schedule used by MusiQuE. The site-visit will last 3 working days.

- Day 0: members of both Review Team travel
- Day 1: Three working sessions (Morning, Afternoon and Evening - possibly including performance or exams)
- Day 2: Three working sessions (Morning, Afternoon and Evening - possibly including performance or exams)
- Day 3: Two working sessions (Morning, Afternoon), members of both Review Teams depart in the evening or in the morning the next day

2.3.5 Language of the documents and the procedure

The whole procedure of the external evaluation will be in English.

The self-evaluation reports and all additional documents (annexes etc.) will be in English.

The site-visit will be in English, however as it is essential that the institutional representatives have the opportunity to express themselves accurately and with confidence during the site-visit, professional interpreters may need to be hired at JAMU's costs.

The final reports will be in English.

2.3.6 Review Standards to be used

The standards to be used for the external evaluation of JAMU are the *MusiQuE Standards for Institutional Review* (featuring on pages 18-29 of the document *MusiQuE Standards for institutional Review, Programme Review and Joint Programme Review*, which is available online at: http://www.musique-qe.eu/userfiles/File/MusiQuE_Standards_2016-11.pdf).

2.4 Outcome of the external evaluation

The external evaluation will result in two evaluation reports, one concerning the Faculty of Music and one concerning the Faculty of Theatre. Both reports, each produced by the relevant Review Team, will highlight the strong points, as well as the points for further development, of the concerned Faculty, and will include recommendations for improvement.

3 TERMS AND CONDITIONS

- 3.1 This Agreement shall enter into force on the date set forth above. The Agreement shall stay in force until the MusiQuE Board has approved both reports and sent a confirmation to JAMU in writing after which the Agreement shall expire.
- 3.2 The overall timeframe for the External Evaluation of JAMU is defined in Appendix 1.
- 3.3 Documents by MusiQuE have to meet conditions of the project “Increasing the Quality of Education at JAMU”, project registration No.: CZ.02.2.69/0.0/0.0/16_015/0002245, which is co-financed by the Operational Programme Research, Development and Education.
- 3.4 MusiQuE undertakes to provide the services with due professional care and in the required quality, i.e. the evaluation will be free of any defects in terms of semantic or terminology, stylistics and grammar.
- 3.5 JAMU is entitled to withdraw from the contract if MusiQuE is in delay in the delivery of the deliverable under the public contract for more than 30 days.
- 3.6 The contractual penalty for a failure to meet the deadline for delivery is set at 0.1% of the total price for each day of the delay in the delivery of the work.
- 3.7 With respect to the work (the evaluation report), MusiQuE will grant JAMU a royalty-free exclusive license, unlimited in territory, time, quantity or otherwise, to exercise the right to use the work (the evaluation report) in all ways (hereinafter referred to as the license).
- 3.8 JAMU is entitled to adjust the work, to merge it with other creations or components or incorporate it in a collection of works. JAMU is not obliged to use the license and it may grant or assign, in full or in part, the rights forming the license to a third party. No sublicenses previously granted by the licensee will expire upon termination of the licence.

4 COSTS

- 4.1 The cost of the external evaluation of JAMU (excluding VAT) is 1.200.000,00 Czech crowns. This amount includes the MusiQuE management fee for the entire procedure; the honoraria of the peer-reviewers of both Review Teams (10 persons in total) for 8 meeting sessions; the travel, accommodation and subsistence costs of the Review Team (10 persons); and the costs of the follow-up procedure to help the institution with implementing the recommendations (on paper) in 2021.
- 4.2 JAMU will not provide MusiQuE with any advance on the deliverable. The price of the deliverable will be paid upon its delivery, after JAMU receives the final confirmation letter by the MusiQuE Board. The payment of the invoice needs to be done latest 30 days after the delivery date of the invoice.
- 4.3 The invoice issued by MusiQuE will be denominated in Czech crowns (CZK).
- 4.4 JAMU is entitled to raise written objections against the invoice within 10 days of the date on which it receives the invoice. When objections are raised, the period for payment of the price for full delivery is suspended. MusiQuE will inform JAMU of its response to the objections within 10 days of the date on which it received the objections.

5 MISCELLANEOUS

- 5.1 Entire agreement. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof.
- 5.2 Amendments. No amendments, changes, revisions or discharges of this Agreement, in whole or in part, shall have any force or effect unless set forth in writing and signed by the Parties hereto. Oral side agreements hereto are expressly void.
- 5.3 Severability. If any provision in whole or in part of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then the provision in question shall be deemed removed and the remaining provisions shall remain in full force and effect and the Parties shall without delay agree on a replacement provision that as far as legally possible achieves the same or commercially similar effect as the invalidated provision.

6 DISPUTES AND GOVERNING LAW

- 6.1 This Agreement shall be governed by the substantive laws of Belgium with regard to its conflict of laws principles.
- 6.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Belgian Chamber of Commerce.

7 CONTACT PERSONS

JAMU

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8 APPENDICES

Appendix 1 Overall timeframe proposal by MusiQuE

This Agreement has been prepared in four originals of which the Parties have each received two. If signed in several counterparts, each identical counterpart shall be deemed an original and all counterparts shall together constitute the full Agreement. No counterpart shall be effective until each Party has executed at least one identical counterpart.

In Brno, 27/03/2019

**JANÁČEK ACCADEMY OF MUSIC AND
PERFORMING ARTS IN BRNO**

Prof. Mgr. Petr Oslzlý

Rector

In Brussels, 22/03/2019

**MUSIQUE – MUSIC QUALITY
ENHANCEMENT**

Linda Messas

Director

Appendix 1

Overall timeframe proposed by MusiQuE:

Responsible body	Task/activity	Date/period (may be modified upon joint agreement)	Reference to MusiQuE Framework Document
JAMU	Response to final offer	December 2018	Section 8.1
MusiQuE and EQ-Arts (in consultation with JAMU)	Composition of the Review Teams and briefing of the Review Team members	From December 2018 onwards	Section 9.1.6 and 9.2
JAMU	<p>Preparation of the self-evaluation reports and documentation based on the MusiQuE Standards.</p> <p>MusiQuE will provide JAMU with a tailor-made template for the self-evaluation reports (SERs).</p> <p>JAMU will be asked to prepare two separate SERs: one relating to the Faculty of Music, one relating to the Faculty of Theatre.</p>	Between the signature of the offer and the deadline to submit the material	Section 8.2.2
JAMU (in consultation with MusiQuE and EQ-Arts and the Review Team Chairs)	<p>Production of a draft schedule for the site visits</p> <p>- The template for site visit schedule can be used and adjusted: http://www.musique-ge.eu/documents/templates</p>	September-October 2019	Section 10.5
MusiQuE and JAMU	<p>Practical organisation of the site-visit:</p> <ul style="list-style-type: none"> · Flights booking for the Review Teams (MusiQuE and EQ-Arts) · Hotel booking for the Review Team and organisation of lunches, dinners, coffee breaks (JAMU) · Finalisation of the schedule 	September-October 2019	Section 10.6
JAMU	Submission of draft SERs and documentation to MusiQuE	November 2019	Section 8.2.2

MusiQuE (in consultation with EQ-Arts and the Review Teams)	Checking process of the SERs and documentation	November 2019	Section 8.2.2
JAMU	Submission of final self-evaluation reports and documentation to MusiQuE	December 2019	Section 8.2.2
Site-visit of the MusiQuE and EQ-Arts Review Teams to Janáček Academy of Music and Performing Arts Brno		February 2020	Chapter 10
Secretaries and Review Teams	Preparation of the draft review reports	March-May 2020	Section 11.1.1
MusiQuE	Submission of the draft reports to JAMU for factual comments	June 2020	Section 11.1.4
JAMU	Submission of response to the draft reports to MusiQuE (as a letter addressed to each Review Team)	June 2020	Section 11.1.4
Secretaries and Review Teams	Finalisation of the review reports	July-August 2020	Section 11.1.5
MusiQuE Board (in consultation with EQ-Arts)	Confirmation that the report is consistent with, and relevant to, the MusiQuE procedures and standards	Fall 2020	Section 11.2
MusiQuE	Submission of the letter from the Board to JAMU and of the templates for follow-up process (with the first column filled in)	Fall 2020	Sections 11.2 and 13
MusiQuE	Publication of the reports in full on the MusiQuE and EQ-Arts websites at: <ul style="list-style-type: none"> • http://www.musique-ge.eu/completed-reviews • http://www.eq-arts.org/completed-reviews/ 	Fall 2020	Section 11.4
JAMU	Submission of the template for follow-up process (with the second column filled in)	Fall 2021	Section 13

MusiQuE	Follow-up process on paper (unless the institution requires a site-visit, which will then be charged to JAMU)	Fall 2021	Section 13
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The MusiQuE Framework Document is available for download [here](#).