

# FRAMEWORK AGREEMENT FOR THE PROVISION ENGLISH LANGUAGE COURSE

## I.

### Contracting parties

#### Czech Medical University Office in Japan

seat: 6-5-1-4F, Nishi-Shinjuku, Shinjuku-ku, Tokyo 163-1304, Japan  
represented by: Mr. Hideya Ishikura, MBA, President  
ID: 0111-01-067833  
Banking connection: [REDACTED]  
Account number: [REDACTED]

(hereinafter referred to as the "Agency")

and

#### Masaryk University

Seat: Žerotínovo náměstí 9, 601 77 Brno, Czech Republic  
**Medical Faculty**  
Address: Kamenice 753/5, 625 00 Brno-Bohunice, Czech Republic  
represented by: prof. MUDr. Martin Bareš, Ph.D., dean  
ID: 00216224  
UID: CZ00216224  
Banking connection: [REDACTED]  
[REDACTED]  
[REDACTED]

(hereinafter referred to as "University")

**concluded on the day, month and year on this framework agreement for the provision of  
English language course (hereinafter „Agreement“):**

## II.

### Purpose of the Agreement

1. The purpose of this contract is to set a framework for the provision of English language course by University for students designed by Agency.

### **III.**

#### **The subject of the Agreement**

1. The University undertakes to deliver the subject of performance (service) to the Agency and the Agency agrees to pay the University the agreed fee (service price) under the terms of this agreement on a yearly basis.
2. The subject of the Agreement (service) is to repeatedly provide English language course for students designated by the Agency.
3. The subject of performance is in particular provision of English language course for a group of students designated by the Agency in the range of 5 x 360 minutes per week. The exact date of the course will always be announced by the University to the Agency by 30. 6. of the given year.
4. Agency may submit an order to the course for individual students from date of the notification under the previous paragraph till 15<sup>th</sup> July of the given year. The order must contain the amount and identification (name, address) of individual students. Each order is considered an individual contract and will come into force upon its publishing in the Register of contracts according to the Act. No. 340/2015 Coll.
5. A minimum number of attending students for the opening of the course is five students. If the total amount of attending students is less than five, the University reserves the right to do not open the course for the given year. The University reserves the right to cancel the course if there are fewer than five applicants on 15<sup>th</sup> July of the given year.

### **IV.**

#### **Price of a service**

1. The Agency agrees to pay a set price CZK 50,000 per one student attending the course.
2. The set price includes all costs of University to deliver the service. The price including all costs that arise during delivery of the service. The cost does not cover accommodation, board and insurance of individual students.

### **V.**

#### **Terms of payment**

1. The Agency agreed to pay the University the price set in the Article. IV of this Agreement for services delivered under the terms of this article based on tax documents - invoices issued by the University.
2. Invoice of the University becomes mature within 30 days from the day following the date of issue of the invoice. The Contracting Parties agree that § 1963 of the Civil Code will not apply and will be replaced by the terms of this contract.



**VII.**  
**Standardised levels of courses**

1. It is presumed, that the courses will start at the level of B1 as standardised Common European Framework of Reference for Languages. This level may be adjusted to match actual language skills of the students.

**VIII.**  
**Place of the performance**

2. Teaching will take place in the Faculty of Medicine of Masaryk University, Kamenice 753/5, 625 00 Brno-Bohunice, Czech Republic; the exact timetable will be announced by September.

**IX.**  
**Rights and obligations of parties**

1. The University will ensure teaching materials. The cost of the training materials is included in the set price specified in Article IV. of this Agreement.
2. The Agency is entitled to control the quality of performance of the service, method of performance and its consistency with this Agreement.
3. The University is obliged during the delivery of services to follow general binding regulations, proceed with due professional care and protect the interests of the Agency and students.
4. The University is obliged to inform the Agency and students about facts that may affect the delivery of services during the delivery of services.
5. The University reserves the right to change the terms of teaching after the announcement in justified cases. The University is obliged to inform the Agency and students about this fact.
6. Parties are obliged to inform the other party of any facts that are or may be important for the proper performance of this Agreement.
7. All notices between the parties relating to this contract, or which shall be made on the basis thereof, must be made in writing and delivered to the other party email address specified in Art. VI.
8. The Parties agree that they will promptly report any changes significant for the relations arising from this Agreement, especially a change of seat, change of bank account, etc..

**X.**  
**Rights and obligations of students**

1. Agency is obligated to inform students about their rights and obligations set out in this Article of the Agreement.



2. Students are required to act in accordance with common moral principles and ethic principles of a study at Masaryk University. The students are especially forbidden to:
  - a. act aggressively or act inappropriately in a manner that may be reasonably perceived as bullying, physical or psychological violence or behaviour degrading human dignity. Manifestations of racism and other manifestations of gross intolerance toward other persons based on their religion, national or ethnic origin are also considered as aggressive behaviour.
  - b. intentionally destroy, damage, steal or misuse assets of the University or its employees or assets of persons acting in collaboration with MU.
  - c. appear at the premises of the University or participate in course teaching under the influence of alcohol or addictive substances.
  - d. behave in such a way that it may be reasonably perceived as damaging the reputation of the University.
3. If a student violates Art. IX, paragraph 2 of this Agreement, the dean of the Faculty of Medicine is entitled excluded student from the course. In this case, the University has the right to withdraw from the Agreement to the extent of providing the course for the expelled student with no refund of tuition.

#### **XI.**

##### **Duration of the agreement**

1. This Agreement shall enter into force on the day of its publication in the Register of Contracts and is concluded for an indefinite period.
2. The parties are entitled to withdraw from the Agreement by sending a written withdrawal to the email address of the other party referred to in Art. VI. The notice period shall be 30 calendar days and shall begin on the first day of the following month following receipt of written notice by the other Contracting Party.
3. In doubt, the notice is delivered to the other party on the next business day after dispatch.

#### **XII.**

##### **Final arrangements**

4. This agreement is governed by Czech law, especially Act no. 89/2012 Coll., Civil Code.
5. All disputes arising from this contract and this contract-related will be discussed at a materially competent court in Brno, Czech Republic.
6. The Contracting Parties declare that they read carefully the content of this Agreement in prior and that it was concluded by their true and free will, on the basis of true information, and undoubtedly serious, but not under duress or obviously disadvantageous conditions.
7. The agreement is drawn in two copies. Each party shall receive one such copy.
8. Parties acknowledge that the University is an obligated subject under the Act no. 340/2015 Coll. of the Czech Republic, on special conditions for the effectiveness of some contracts, the disclosure of these contracts and the Registry of contracts (Act on the Registry of contracts). Parties declare that they agree that the Agreement and all its amendments will be published by

the University in the Register of contracts under the conditions of the Act on the Register of contracts.

- Parties declare that the confidential parts of the Agreement and its amendments will not be published in the Register of contracts. If Parties will not disclose the Agreement or its parts in the Register of contracts under the Act on the Register of contracts they are pursuing the mutual protection of legitimate interests.

In Brno on - 6 - 06 - 2019

In Tokyo on 5/28/2019



prof. MUDr. Martin Bareš, Ph.D.  
dean

Hideya Ishikura, MBA  
president

