**Agreement concerning Quality Assurance and Enhancement Review Visit**

between

Technical University of Liberec **(TUL)**

(Technická univerzita v Liberci)
Faculty of Art and Architecture
Studentská 1402/2
461 17 Liberec 1

Czech Republic

VAT Nr.: CZ46747885

and

Stichting EQ-Arts - Enhancing Quality in the Arts (**EQ-Arts**)

Beulingstraat 8, 1017 BA Amsterdam, The Netherlands

Chamber of Commerce Amsterdam: 63775751

IBAN: NL97 INGB 0007 0456 15

BIC: INGBNL2A

NG Bank, Rokin 90, 1012 KX Amsterdam, The Netherlands,

in the name of Stichting EQ-Arts

**EQ-Arts, represented by Professor John Butler (CEO), agrees** to conduct a programme review. An international review team of trained and experienced experts plus a student team member will carry out a review of one programme (including BA, MA, PhD levels) involving one site visit in 2019.

The Contracting Parties declare that it is undisputed that the Preparatory Visit took place in January 2019 in Brno with the participation of Professor John Butler (CEO) and Sally Mometti (General Manager). The parties agreed on the programme, dates, the process, team membership and documents required.

The Main Visit by the team – 2,5 days - has the objective to test the Faculty’s objectives against experiences of the team as informed by the staff, students, alumni and employers of the specific programme. In the final session of the Main Visit an oral feedback by the team will be presented to the Faculty. This will form the basis for the final report, which the Faculty will receive within 10 weeks after the final meeting. The Faculty has two weeks to comment on the draft report for factual errors or inaccuracies. The Faculty reports the defects to the mail address s.mometti@eq-arts.org. The detected factual errors and inaccuracies will be eliminated within 14 days. The final report will be a critical evaluation of the QA&E strategies, policies and implementation, and contains recommendations and identified areas of good practice. The report will be published on the EQ-Arts website.

**TUL agreed** to cover the costs of above mentioned services as outlined below.

The Parties declare and it is undisputed that the first instalment on the EQ-Arts accounts has already been paid. Payment was based on an order dated 18/02/2019. The order is attached to this contract. The second instalment of EUR 6.000 will be transferred upon receipt of an invoice and latest 30 days before the Main Visit. The third instalment will be transferred after the final calculation. It will be paid upon receipt of an invoice with a maturity of 30 days. A final calculation will determine the rest of the outstanding balance or surplus to be received or amount to be paid on the basis of actual travel and accommodation costs. The parties agree that the total price will be a maximum amount of 25.850 EUR. The Faculty also agrees to support subsistence during all days of both visits (by providing lunches and coffee breaks for the team).

To realise the review as outlined above the Faculty agrees to supply the review team with the necessary documentation (Self Evaluation Report and annexes as agreed during the preparatory visit) in time and with English translation.

The Faculty also agrees to provide professional English translation in case English is not sufficiently spoken and understood by participants in the review visit meetings.

The Faculty will compose a team that takes ownership of the process and secures the sound preparation of all documents and the broad participation of all Faculty stakeholders. This team will have a spokesperson to liaise with the EQ-Arts liaison person Sally Mometti.

**Agreed cost estimation**

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| Travel and accommodation estimate and subsistence\*based on rates set by European Commission for Czech Republic\*\* estimate  | Main visit (t.b.d. 2019): Travel 5 team members x 350 euroHotel 5 team members x 155 euro x 4 nightsSubsistence 75 euro x 4 days x 5 team members | 1.750 EUR\*\*3.100 EUR\*1.500 EUR\* |
| Total estimate travel, accommodation and subsistence, subject to re-calculation  |  | **6.350 EUR** |
| Expert Fees | This includes all the work of:4 international experts, 1 student,CEO and General Manager Report writing |  **5.000 EUR** |
| **Sub-total** |  | **11.350 EUR** |
| EQ-Arts Agency fee  |  | 15.000 EUR |
| ELIA, CUMULUS, CILECT membership reduction on the Agency Fee |  |  - 500 EUR |
| **Total to be paid by member Faculty** |  | **25.850 EUR** |
| First installment -the Parties declare and it is undisputed that the first installment on the EQ-Arts accounts has already been paid. Payment was based on an order dated 18/02/2019.  |  | 13.500 EUR |
| Second instalment to be paid 30 days before main visit  |  | 6.000 EUR |
| Final calculation and (credit) invoice  |  | the rest of the total billing for travel and accommodation costs incurred  |

Non-performance and Force Majeur

Each contracting party commits to remind the other party about its obligations in case the other party is not complying with an obligation arising from this agreement, and to ensure that this reminder is received by the other party.

If one month after receiving the reminder no steps have been taken by the other party in order to comply with its obligations, each contracting party can terminate the agreement, unless the failure is due to circumstances under which international law recognises the concept of force majeure.

TUL has the right to stop the procedure at any time. In case of withdrawal, TUL will pay only the actual costs incurred until the effective date of withdrawal. The effects of withdrawal will occur on the date of notification to the other party.

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| **Responsible body** | **Task/activity** | **Date/period (may be modified upon joint agreement)** |
| TUL | Signing of the agreement | Before 30 June 2019 |
| TUL and EQ-Arts | Preparatory meeting in Brno | The Contracting Parties declare that they have been undisputed |
| EQ-Arts | Composition of the Review Team  | May/June 2019  |
| TUL | Submission of the draft Self-Evaluation Report and documentation to EQ-Arts | 6 weeks before Main visit (2 September 2019) |
| TUL | Practical organisation of the review visit:* Production of the schedule (in cooperation with the Chair of the Review Team)
* Organisation of lunches, dinners, coffee breaks
 |  |
| **Main Visit of Review Team** **Time table visit 2019Sunday 14.00   : Review Team starts private meetingMonday            : full day site visitTuesday          : full day site visitWednesday     : Review Team meets privately in the morning and delivers oral report to the Faculty around 13.00** | **14, 15, 16 October 2019**  |
| EQ-Arts  | Submission of the draft report to TUL for factual comments | 10 weeks after Main Visit |
| TUL | Submission of factual comments on the draft report to EQ-Arts | Within 2 weeks |
| EQ-Arts | Submission of the final report | Within 2 weeks |
| TUL and EQ-Arts | Follow-up procedure (optional) | 2020-2021 |

**Final Provisions**

The Agreement reflects the free and serious expression of the will of the Parties.

The rights and obligations arising from this Agreement shall be transferred to any potential legal successor of the Parties. Transfer of rights and obligations under this Agreement may only be carried out with the written consent of the other Party.

The Agreement is drawn up in two copies, each having the same legal effect and the validity of the original. Each Party shall receive one copy thereof.

Changes in and additions to this Agreement may only be made in the form of written, mutually agreed amendments.

The Agreement shall enter into force on the date of being signed by the authorised representatives of the Parties or the date on which this Agreement is signed by the autho-rised representative of that Party signing the contract at a later date. The Agreement shall enter into force on the day of its publication in the Register of Contracts. The performance of the subject matter of this Agreement prior to the effective date of this Agreement shall be construed as performance under this Agreement and the rights and obligations arising from it shall be governed by this Agreement.

If the Agreement fulfils the conditions for publication in the Register of Contracts, it shall be published by the Technical University of Liberec pursuant to Act No. 340/2015 Coll. (on the Register of Contracts) in the Register of Contracts maintained by the Ministry of the Interior of the Czech Republic, and both Parties explicitly consent to it.

In the event that any provision of this Agreement becomes invalid, ineffective or unenforceable, the validity, effectiveness, or feasibility of other provisions of this Agree-ment shall not be affected.

An order dated 18.2.2019 is annexed to this contract.

Any disputes between the Parties arising out of or in connection with the provisions of this Agreement shall always be settled by amicable agreement first. If the amicable solution is not reached within a reasonable time, either Party shall have the right to bring the matter before the competent court.

**Ing. arch. MgA. Osamu Okamura**

Technical University of Liberec, Faculty of Art and Architecture

Liberec, Czech Republic, 28.6. 2019

**Professor John Butler**
EQ-Arts

Amsterdam, The Netherlands, 26 June 2019