

Cooperation Agreement

I. Parties

MICROSOFT s.r.o.

Registered office:

Vyskočilova 1561/4a
140 00 Praha 4 - Michle

Representation:

Rudolf Urbanek, General Manager

Registration:

IČ (Identification Number): 47123737
DIČ (Tax Identification Number): CZ47123737

Registered in the Commercial Register maintained by the Městský soud v Praze, File C 12821

(hereinafter referred to as the *Partner*)

and

Charles University

Registered office:

Ovocný trh 560/5
116 36 Prague 1
Czech Republic

Section:

Faculty of Mathematics and Physics

Ke Karlovu 2027/3
121 16 Prague 2
Czech Republic

Representation:

Prof. RNDr. Jan Kratochvíl, CSc., Dean of the Faculty of Mathematics and Physics

Registration:

IČ (Identification Number): 00216208
DIČ (Tax Identification Number): CZ00216208
Public university according to Act No. 111/1998 Coll., Higher Education Act, as amended

Bank details:

Account no.: 38330021/0100

(hereinafter referred to as the *Faculty*¹)

enter, pursuant to Section 1746 (2) of Act No. 89/2012 Coll., Civil Code, into this framework *Cooperation Agreement* (hereinafter referred to as the *Agreement*).

¹For the purpose of this *Agreement*, the term *Faculty* represents an organizational unit of the Charles University as defined by the Act No. 111/1998 Coll., Higher Education Act, as amended.

II. Subject-Matter of the Agreement

1. The Parties agree to develop mutually beneficial cooperation within the fields of research and development, educational and other activities of the *Faculty* to ensure universal and continuous progress and prosperity, mutual interest to partake in the general benefit through active participation in scientific-research activities, innovation processes, and the development of scientific disciplines within its scope of competence, as well as in the field of experimental development, and to concurrently promote these joint activities. The exact terms and conditions for specific forms of cooperation and mutual settlement of costs in excess of this *Agreement* may be regulated by separate agreements and contracts.
2. Possible forms of services provided to the *Partner* by the *Faculty* under this *Agreement* include:
 - (a) Advertisement of topics for Class projects, Bachelor's and Master's theses, topics for software projects and other tasks for the students (hereinafter referred to as *Student Work*) by the *Partner* through the *Faculty*, including possible professional supervision for these *Student Works*.
 - (b) Participation of the *Partner* in the Commercial Workshops or a course of similar kind taught at the *Faculty*.
 - (c) Proposition for the incorporation of a lecture led by the *Partner's* lecturers into a specialized course taught at the *Faculty*.
 - (d) Proposition for the announcement of a specialized course led by the lecturers of the *Partner* or multiple *Partners*, with whom the *Faculty* cooperates.
 - (e) Sponsorship or donating prizes for student and scientific competitions (for example, competitions for the best *Student Work*), including proposition of suitable categories or evaluation criteria.
 - (f) Sponsorship of targeted student grants, research grants and other forms of targeted donations.
 - (g) Mutual promotion of the *Partner* at events organized by the *Faculty* and promotion of the *Faculty* at events organized by the *Partner*. The services offered by the *Faculty* include placing of the *Partner's* active logo on the *Faculty* web pages, publication of an article about the *Partner* and an interview with the *Partner's* representative on the *Faculty* web pages, and, if need be, other appropriate forms of promotion of the *Partner* at educational and scientific events organized by the *Faculty*.
 - (h) Inclusion to the Mentoring program of the *Faculty*.
3. The usual scope of cooperation under this *Agreement* is further specified in Article III of this *Agreement*.
4. The Parties acknowledge that the achievement of specific valuable results of successful cooperation cannot be contractually guaranteed or enforced in advance for practical reasons. The Parties nevertheless agree to make every reasonable effort to ensure that the cooperation can be considered successful.

III. Scope of the Cooperation

1. The *Faculty* shall provide the *Partner* with the Main Principles of the Partnership Program including a list of possible methods of cooperation with the *Faculty* and a list of other significant events held at the *Faculty* in the given academic year (including dates and other important information).
2. The *Partner* may attend meetings of the *Faculty* with its *Partners* which are usually organized by the *Faculty* once a year.
3. The *Partner* may participate under concessional conditions in paid events of the *Faculty*, which are designated for the presentation of commercial entities at the *Faculty* (i.e. Job Fair).
4. The *Faculty* shall authorize a contact person to communicate with the *Partner* who will discuss specific forms of cooperation with the *Partner* (hereinafter referred to as the *Faculty Contact Person*).

- (a) The *Partner* shall discuss the topics of the *Student Works* with the *Faculty Contact Person*. The topics of the *Student Works* must meet the demands usually placed on individual types of these works at the *Faculty* (reasonable complexity, feasibility, etc.). The *Faculty Contact Person* is authorized to assess compliance with those demands.
 - (b) The *Faculty Contact Person* shall consult on the selection of persons for professional supervision of the *Student Works* with the *Partner*. Persons for professional supervision must meet the demands usually placed on supervisors or consultants of these works at the *Faculty* (professional erudition, academic titles, etc.). The *Faculty Contact Person* is authorized to assess compliance with those requirements.
 - (c) The *Faculty Contact Person* shall consult on the suitability of other specific forms of cooperation with the *Partner* in other areas. The *Partner's* participation in teaching must meet the demands usually placed on the courses of the relevant accredited study program at the *Faculty*. The *Faculty Contact Person* is authorized to assess compliance with those requirements.
 - (d) In specific cases, the *Faculty Contact Person* may delegate another employee of the *Faculty* to discuss and decide in the given matter. The *Faculty Contact Person* shall immediately inform the *Partner* of such action.
5. The *Partner* shall authorize a contact person to communicate with the *Faculty* who will discuss specific forms of cooperation with the *Faculty* (hereinafter referred to as the *Partner Contact Person*)
- (a) The *Partner Contact Person* is the counterpart of the *Faculty Contact Person*.
 - (b) In specific cases, the *Partner Contact Person* may delegate another employee of the *Partner* to discuss and decide in the given matter. The *Partner Contact Person* shall immediately inform the *Faculty* of such action.
6. For the purposes of this *Agreement*, the *Faculty Contact Person* is [REDACTED].
7. For the purposes of this *Agreement*, the *Partner Contact Person* is [REDACTED].
8. The *Faculty* shall allow the *Partner* to address the students in the form of a separate presentation (besides the Job Fair).
- (a) The scope of such separate presentation under this *Agreement* is limited to a total of 4 hours per year (counted from the date of the *Agreement*). The *Partner* may divide its time into a reasonable number of separate presentations.
 - (b) A separate presentation under this *Agreement* shall take place in one of the lecture halls of the *Faculty* depending on the capacity limits at a suitable date and time based on the prior agreement between the *Faculty Contact Person* and the *Partner Contact Person*. Students of the *Faculty* shall be informed of the presentation in advance using the usual information channels.
 - (c) No financial or other compensation may be required for any time of a separate presentation unused due to the *Partner's* decision or due to the inability to agree on a suitable date.
9. Assuming that the demands usually placed on *Student Works* (Article III, paragraph 4a of this *Agreement*) are met, it is assumed that four Bachelor's or Master's level theses per year will be advertised and professionally supervised by the *Partner*.
10. The rule from Article III, paragraph 9 of this *Agreement* shall apply to other forms of *Student Works* and other forms of cooperation explicitly unspecified by this *Agreement* to a reasonable extent based on an estimate of the time demands of such activity.
11. Students choose and select the advertised *Student Works* in their discretion and the *Faculty* cannot guarantee student interest in the topics. The official assignment of a *Student Work* is subject to the same mechanism as the assignment of a topic advertised by the *Faculty* without any contribution of the *Partner*.

12. A higher intensity of cooperation than set out in Article III, paragraphs 9 and 10 of this *Agreement* is possible upon mutual agreement between the *Faculty Contact Person* and the *Partner Contact Person*. The *Faculty* reserves the right to restrict the intensity of the cooperation for organizational and operational reasons if such cooperation significantly deviates from the extent specified in Article III, paragraphs 9 and 10 of this *Agreement*.

IV. Presentation of the Cooperation

1. The *Partner* shall be listed as a **strategic partner** in the annual report of the *Faculty*, on the website of the *Faculty* and possibly in other internal and public materials of the *Faculty*.
 - (a) For this purpose, the *Partner* grants permission to the *Faculty* to use the business name of the *Partner* with the designation as a **strategic partner** of the *Faculty* and use the official logo, logotype or the symbol of the *Partner* in this context during the term of this *Agreement*.
 - (b) The *Faculty* agrees to show the business name of the *Partner* and its logo, logotype or symbol in accordance with the spirit of this *Agreement*, in accordance with Article IV, paragraphs 4 to 7 of this *Agreement* and good morals, in a non-misleading manner and in a manner respecting the graphic manual for the logo, logotype and symbol of the *Partner*.
2. The *Partner* may indicate in its internal and public materials that it is a **strategic partner** of the *Faculty*.
 - (a) For this purpose, the *Faculty* grants to the *Partner* permission to use the name of the *Faculty*, its official logo or symbol with the designation that the *Partner* is a **strategic partner** of the *Faculty* during the term of this *Agreement*.
 - (b) The *Partner* agrees to show the name of the *Faculty* and its logo or symbol in accordance with the spirit of this *Agreement*, in accordance with good morals, in a non-misleading manner and in a manner respecting the graphic manual for the logo and symbol of the *Faculty*.
3. The provisions of Article IV, paragraphs 1 and 2 of this *Agreement* shall adequately apply to the materials (e.g. publications) issued or prepared during the term of this *Agreement*, even though the term of the *Agreement* expired later or the *Agreement* was terminated or cancelled by the Parties.
4. To the extent this *Agreement* or other agreement between the *Partner* and the *Faculty* gives to the *Faculty* the right or obligation to use the "Microsoft" logo or another logos or trademarks used by *Partner* for entities, products or services (hereinafter referred to as the *Microsoft Trademarks*), the *Faculty* is obligated to use the *Microsoft Trademarks* exclusively in accordance with *Partner's* instructions and usage specifications and in compliance with *Partner's* Trademark Guidelines at <http://www.microsoft.com/en-us/legal/IntellectualProperty/Trademarks/Usage/Default.aspx>. The *Microsoft Trademarks* may be used only in connection with providing performance under this *Agreement*. The *Microsoft Trademarks* may not be altered. Any misuse of the *Microsoft Trademarks* by the *Faculty* or its subcontractors will give *Partner* the right to immediately terminate the *Agreement*.
5. The *Faculty* is obligated to immediately cease any use of the *Microsoft Trademarks*, and *Partner* is obligated to cease any use of any trademark of the *Faculty* when asked to do so by the other Party. The *Faculty* is obligated to cease any use of the *Microsoft Trademarks* and *Partner* is obligated to cease any use of any trademark of the *Faculty* after the expiry of this *Agreement* at the latest, if not agreed in writing otherwise.
6. Any printed materials on which the *Faculty* uses the *Microsoft Trademarks* must be presented to the *Partner* for approval prior to their printing and distribution.
7. With the exception of the use of corporate name and product names or the use of *Microsoft Trademarks* or any trademarks of the *Faculty* under Article IV of this *Agreement*, each Party retains all rights in intellectual property owned or developed by or for it before, independent of, or related to this *Agreement*, and no transfer of intellectual property rights is granted by this *Agreement*.

V. Financial Conditions

1. For services listed in Articles II, III, and IV of this *Agreement*, on the basis of a tax document issued by the *Faculty* and delivered to the address of the *Partner's* registered office stated in the heading of this *Agreement* within 30 days of date of issue of said document, the *Partner* undertakes to pay a one-time initial fee of CZK 100,000.00 (in words: one hundred thousand Czech Koruna).

VAT will be added to the sum at a rate assessed by the generally binding legal regulations applicable in the Czech Republic.

2. Payment of the one-time initial fee by the *Partner* within 30 days of date of issue of the tax document shall be a condition precedent under Section 548, paragraph 2, first sentence of Act No. 89/2012 Coll., Civil Code. It depends on the fulfillment of this condition whether the *Agreement* becomes effective, i.e. whether the legal consequences foreseen by this *Agreement* occur and whether the Parties will be bound by this *Agreement*. If the condition precedent is not met by the deadline, this *Agreement* shall expire due to futile expiration on the last day of the time period.

VI. Validity of the Agreement

1. This *Agreement* shall enter into force on the date of its signing by both Parties; it shall become effective no sooner than the first day of the calendar month following the day on which the payment of the one-time initial fee was made by the *Partner* to the bank account of the *Faculty* pursuant to Article V, Section 1 of this *Agreement*.
2. This *Agreement* is concluded for a definite period of 1095 days.

This period begins on the day on which the *Agreement* became effective pursuant to Section 1 of the present Article.

3. This *Agreement* may be terminated by mutual agreement of the Parties in writing at any time. Such agreement to terminate this *Agreement* must contain the date on which this *Agreement* will be terminated and the method of the settlement of mutual rights and duties of the Parties.
4. This *Agreement* may be terminated by a Party under the following conditions:
 - (a) If one of the Parties fundamentally violates its obligations under this *Agreement* and fails to remedy the situation within a reasonable time period, which is granted to it for this purpose, the other Party shall be entitled to withdraw from this *Agreement*. In this case, the first Party will not be entitled to any financial or other compensation.
 - (b) In other cases, where the *Agreement* is terminated without giving any reason and not based on material breach of the obligations of one of the Parties, the *Faculty* shall pay back a pro-rated part of the paid initial fee to the *Partner* (Article V, paragraph 1). This pro-rated portion corresponds to the ratio of the remaining duration of the *Agreement* and the total duration of the *Agreement* (counted as whole days) at the end of the notice period. The *Partner* shall not have any other legal entitlement to financial or other compensation.
5. The termination of this *Agreement* must be in writing, the notice period is 60 days and shall begin on the day following the day of delivery of the termination notice to the other Party.

VII. Student Works

1. The *Partner* has the obligation to ensure that officially assigned *Student Works* that are professionally supervised by a person commissioned by the *Partner* receive said professional supervision without any substantial interruption up to the point of the successful defense or the submission of the *Student Work*, or up to the point in time when the *Student Work* can no longer be successfully defended or submitted. This obligation shall be loosened only if the *Faculty Contact Person* and the *Partner Contact Person* mutually agree on a different way of ensuring the uninterrupted professional supervision of the *Student Work*.

- (a) In the case when the person originally commissioned by the *Partner* to professionally supervise the *Student Work* can no longer fulfill this responsibility, the *Faculty* and the *Partner* shall agree on a different person to fulfill this responsibility, in accordance with Article III, paragraph 4 of this *Agreement*.
 - (b) Both Parties declare that they shall enter a new agreement in the event of termination of the validity or withdrawal from this *Agreement*. This new agreement shall deal with the uninterrupted professional supervision of the officially assigned *Student Works* that have not yet been successfully defended or submitted and that can still be successfully defended or submitted in the future. The Parties shall not enter this agreement if they are prohibited to do so by force majeure or by objective obstacles that cannot be affected by the Parties.
2. The *Partner* acknowledges that *Student Works* have the nature of school work pursuant to Act No. 121/2000 Coll., Copyright Act, as amended, with all the resulting consequences for both their copyright status as well as the rights of the *Faculty* for their use.
3. The rights of the *Faculty* include the use of the results of the work in teaching, publication of the work in the library of the *Faculty* and the use of the results of the work for publication activities in the form usual in the scientific sphere. The *Faculty* and the *Partner* may agree in writing on the condition of the exclusion of the *Student Work*, or an appendix to a *Student Work*, from the publication under the Directive of the Dean of the Faculty of Mathematics and Physics at Charles University, No. 8/2010.
4. The authors of *Student Works* assigned based on topics advertised by the *Partner* may enter into an agreement on further use of the work with the *Partner* if such agreement does not restrict the rights of the *Faculty*.

VIII. Final Provisions

1. The Parties agree to refrain from anything that might damage the good name and reputation of the Parties and anything that could negatively affect their cooperation.
2. This *Agreement* shall be governed by the laws of the Czech Republic, in particular the relevant provisions of Act No. 89/2012 Coll., Civil Code, and related legislation.
3. This *Agreement* was drawn up in two counterparts. Each of these two counterparts shall be considered an original if it contains signatures of an authorized person of the *Faculty* and an authorized person of the *Partner*. The *Faculty* shall receive one counterpart and the *Partner* shall receive the other counterpart.
4. If, as a result of changes in legislation or other reasons, some provisions of this *Agreement* become invalid or unenforceable, such provisions will be brought into compliance with legal regulations and the Parties declare that the *Agreement* is valid in the remaining provisions, unless it is contrary to its purpose or unless these are provisions that cannot be separated.
5. Unless specified otherwise in the actual *Agreement*, this *Agreement* can be modified only by written consecutively numbered amendments signed by authorized representatives of both Parties. Amendments must be identified as such, they must include an agreement on the entire text of the *Agreement*, and become an integral part of the *Agreement* after confirmation by the Parties. The Parties exclude any modification in the *Agreement* made differently than as agreed above. For this purpose, a modification made using electronic or other technical means allowing capturing of its contents and determination of the acting person shall not be considered written form of modifications.
6. This *Agreement* has legal consequences, which are expressed in it, as well as legal consequences arising from law and good morals. The Parties exclude any other consequences. The Parties exclude the use of commercial practices maintained generally as well as commercial practices maintained in the industry as well as the use of the established practice of the Parties for the contractual relationship established by this *Agreement*. In addition to the above, the Parties confirm that they are not aware of any commercial customs or practices established between them.
7. The Parties expressly acknowledge that the basic conditions of this *Agreement* are the result of the conduct of the Parties and each of the Parties had the opportunity to influence the content of the fundamental conditions of this *Agreement*. The Parties further agree that this *Agreement* is an expression of their own free and serious will, it was

agreed in a clear and understandable manner, not in distress and/or under unilaterally disadvantageous conditions and in witness whereof they attach their signatures.

8. Both Parties declare that no liabilities toward third parties present an obstacle to the conclusion of this *Agreement*. The rights and obligations arising from this *Agreement* may be assigned to a third party only with the prior written consent of the Parties. For this purpose, consent made using electronic or other technical means allowing capturing of its contents and determination of the acting person shall not be considered written form of consent.
9. This *Agreement* is to be published in the contract register as required by the Act No. 340/2015 Coll., Contract Register Act. The Parties confirm that this *Agreement* does not contain any confidential information and that no part of this *Agreement* has been excluded from the public record. The Parties agree that this *Agreement* shall be published by the Charles University, Faculty of Mathematics and Physics. This *Agreement* shall come into effect upon publication in the contract register.

Prague, 12. 5. 2019

Prague, 16. 8. 2019

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Rudolf Urbanek
General Manager
MICROSOFT s.r.o.

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Dean
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