



Univerzita Palackého
v Olomouci

LIFELONG LEARNING COOPERATION AGREEMENT

Palacký University Olomouc

A public university under Act No. 111/1998 Sb., on higher education institutions and on the amendment and modification of other acts (the Higher Education Act), as amended

Registered office: Křížkovského 8, Postcode: 771 47 Olomouc, Czech Republic

ID No.: 61989592, VAT No.: CZ61989592

Bank account details: KB, a.s., Olomouc branch, Account number: [REDACTED]

represented by Prof. Mgr. Jaroslav Miller, M.A., Ph.D., Rector (hereinafter the "UP")

Person authorized to act in relation to the performance hereof on behalf of UP: [REDACTED]

[REDACTED] Vice-Rector for International Relations Phone: [REDACTED]

E-mail: [REDACTED]

and

Galiawa Group

with registered office at Shmala Street, Ankawa, Erbil, Iraq

ID No.: A8005496

Bank details: Account number [REDACTED]. Currency: USD. IBAN: [REDACTED]

Beneficiary bank: Albaraka Turk Participation Bank Erbil branch / Iraq, SWIFT: [REDACTED]

Intermediary bank: Albaraka Turk Participation Bank Istanbul / Turkiye, SWIFT: [REDACTED]

represented by Bashdar Mohammed Sulaiman, CEO (hereinafter the "GG")

Person authorized to act in relation to the performance hereof on behalf of GG: [REDACTED]

Email address: [REDACTED]

enter into this Lifelong Learning Cooperation Agreement (hereinafter the "Agreement") under the laws of the Czech Republic and pursuant to Section 1746(2) of Act No. 89/2012 Sb., the Civil Code, as amended:

Recitals

1. Under Memorandum of Understanding executed on 5 February 2019, the Parties agreed to establish and promote cooperation focusing on the development of joint educational and research activities in Erbil, Northern Kurdistan, Iraq.
2. In line with the Memorandum of Understanding, the Parties enter into this Lifelong Learning Cooperation Agreement to implement a lifelong learning programme entitled Foundation Year (hereinafter "the LLP") and agree to engage in cooperation to prepare and implement the LLP.
3. The Parties agree that this Agreement shall enter into force only on condition that Palacký University Olomouc obtains a license from the Kurdish Ministry of Higher Education and Scientific Research to carry out and teach accredited degree programs.

I. Subject-matter

1. Under Section 60 of Act No. 111/1998 Sb., on higher education institutions and on the amendment and modification of other acts (the Higher Education Act), as amended (hereinafter the "Act"), UP provides education in lifelong learning programmes. The LLP organization and completion is governed by Section 60 of the Act, the Lifelong Education [REDACTED]



- Code of Palacký University Olomouc (hereinafter the "Code"), Rector's regulations, if applicable, and the announcement to open a lifelong learning programme.
2. This Agreement covers the cooperation with view of implementing a lifelong learning programme for 430 participants (hereinafter the "Participants"). A participant in a lifelong learning programme does not qualify as a student within the meaning of the Act (Section 60 (3)).
 3. Under this Agreement, the Participants may attend, for value, the following lifelong learning programme:
Title of the LLP: Foundation Year
Language of tuition of the LLP: English
LLP Start Day: 1 November 2019
LLP End Day: 31 October 2020
 4. UP agrees to accept the Participants in the lifelong learning programme specified in Paragraph 3 hereof under the terms of this Agreement.
 5. The LLP will take place on the premises of the Czech Academic City in Erbil.

II. Rights and Obligations of Galiawa Group

1. GG agrees to enable the Participants to attend the LLP and advise the Participants of their obligations to acquaint themselves with any regulations and rules applicable to lifelong learning and observe such regulations and rules.
2. GG agrees to advise the Participants of their obligations to meet all requirements applicable to the Participants under the UP policies and rules applicable to lifelong learning and operation of the buildings where the LLP takes place.
3. GG agrees to arrange for premises with any equipment necessary to implement lifelong learning programmes.
4. If the Participants cause damage to the property of UP in Erbil, GG agrees to indemnify UP with respect to such damage.
5. GG shall instruct the Participants that they are obliged to follow the timetable of the LLP and duly attend the LLP.
6. GG will advise the Participants of their right to use of the library holdings, facilities and information technology (hereinafter the "Facilities") in the extent defined by internal regulations and policies of UP, for the exclusive purpose of the performance of this Agreement.
7. GG will advise the Participants of their obligation to comply with the rules for the use the Facilities, fire prevention regulations and occupational health and safety regulations when using UP Facilities.
8. GG shall advise the Participants of their obligation to follow the instructions given by persons authorized by UP related to the performance of the obligations defined herein, by applicable laws and regulations and by internal regulations and policies of UP and the respective faculty.
9. GG agrees to provide an authorized employee of UP with a list of the Participants on or before the LLP Start Day; the list must include all personal details required to register the Participants in the LLP Portal (i.e. first name and surname, date of birth, address, level of highest education completed, place of birth, nationality, sex, e-mail).
10. GG agrees to recruit, at its own cost, all English language teachers who will teach the Foundation Year Participants in line with the UP teaching guidance.
11. For the authorized UP employee, GG undertakes to provide comfortable and safe accommodation at: Hadyab Street, Ankawa, Erbil, The Kurdistan region of Iraq, as well as transportation from the airport to the place of accommodation (including the transportation back to the airport) and between the accommodation and Czech Academic City buildings. The cost of the above accommodation and transportation is covered solely by GG.



III. Rights and Obligations of UP

1. UP agrees to register the Participants in the LLP; the registration will be done by an authorized employee of UP who will be provided with the list of the Participants by GG. UP records the study results of the Participants in its study information system.
2. UP agrees to provide theoretical and methodological guidance for education in the Foundation Year Programme, including qualified teachers and support staff responsible for the administration of the LLP.
3. UP will not cater for meals and accommodation of the Participants.
4. UP agrees to make it possible to use the logo of Palacký University Olomouc on promotional and educational materials related to the LLP as well as the GG website.
5. UP will make it possible for the Participants to use library holdings, facilities and information technology at the place where the LLP takes place.
6. Graduates from lifelong learning programmes are awarded by UP with a certificate of completion of a lifelong learning programme.
7. UP may disqualify Participants from the LLP if:
 - a) the Participant's conduct grossly violates the LLP organization, e.g. the Participants engages in plagiarism, cheats during LLP assessment, assaults a UP employee, commits an administrative delict or a crime, which harms UP, is engaged in disturbances or indecent behaviour during teaching;
 - b) in a material or repeated manner violates the Participants' obligations defined by internal regulations and policies of UP or the respective faculty;
 - c) fails to pass the exam (or other form of LLP assessment).

Such Participants will not be issued with certificates of completion. If requested by GG, UP will inform GG of the grounds for disqualifying the Participant from the LLP. Such disqualification does not entitle GG to claim refund of the proportional fee for the implementation of the LLP.

IV. Fees related to Lifelong Learning Programmes, Payment Terms

1. In compliance with Section 2(2) of Act No. 526/1990 Sb., on Prices, as amended, the Fee related to the Lifelong Learning Programme is agreed to be USD 3.200,00 per Participant.
2. GG agrees to pay the Fee for all Participants under Article I(2) hereof, i.e. for 430 participants.
3. The Parties have agreed that GG shall pay the Fee totalling USD 688.000,00, in accordance with the agreed split of the total amount of USD 1,376,000.00 in a 50/50 ratio. Payments will be made in three instalments. The first instalment of USD 230.000,00 must be credited to the UP Account by 30 September 2019; the second instalment of USD 230,000 must be credited to the UP Account by 30 November 2019; the third instalment of USD 228.000,00 must be credited to the UP Account by 31 January 2020.
4. If the number of participants in the LLP exceeds the agreed number of 430, GG shall pay an additional fee of USD 1.500,00 for each additional participant, which must be credited to the UP account by 30 November 2019.
5. If the number of participants is lower than expected, ie. if there are less than 430 participants, GG is allowed to reduce the last instalment payment, which should be in alignment with the real number of participants recruited.



V. Termination

1. This Agreement is entered into for a fixed term corresponding to the duration of the LLP as defined in Article I (3) hereof.
2. The Agreement terminates once all Participants have graduated from the LLP unless they have been disqualified under Article III(7) hereof.
3. The Parties may terminate the Agreement by notice without cause at any time. The notice period equals 30 days and starts running on the date following the delivery of the notice to the UP or GG address stated in the heading hereof.
4. The Agreement also terminates if GG is in default with the payment of the Fee or a part thereof under Article IV hereof exceeding 10 days. In such a case, the Agreement terminates on the first day following the expiry of the 10-day time limit (with effects from such date).
5. UP may withdraw from the Agreement if GG commits a material or repeated breach of the Agreement.
6. The notice of withdrawal from the Agreement must be made in writing. In case of withdrawal hereunder, the Agreement terminates as from the date when the notice of withdrawal is delivered to the GG address stated in the heading hereof. The Parties have agreed that notices may be sent by e-mail exclusively to the addresses indicated in the heading hereof.
7. The termination of the Agreement does not entitle GG to have the fee, which has already been paid, refunded.

VI. Security Situation

1. If the Ministry of Foreign Affairs of the Czech Republic designates Erbil as a security risk, UP will be forced to recall its employees back to the Czech Republic without undue delay.
2. Depending on the nature of the risk, UP agrees to make it possible for the implementation of the LLP as distance learning programme, and to provide for an on-line learning option. UP's decision to switch to online distance learning is entirely of the UP authority.

VII. Final Provisions

1. This Agreement is governed by Act No. 89/2012 Sb., the Civil Code, as amended. In accordance with Section 87 of Act No. 91/2012 Sb., on private international law, the Parties have chosen the law of the Czech Republic as the applicable law, and the Parties have further agreed, under Section 85 of this Act, that Czech courts will have jurisdiction to hear and decide any disputes arising out of or in connection with this Agreement.
2. The Parties have agreed to process personal data in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/ES, and other related legislation including, without limitation, Act No. 110/2019 Sb., on personal data processing.
3. The Contracting Parties agree that they are aware of the fact that UP does not enter into any rights and obligations related to the Czech Academic City in Erbil or to any educational and research activities in Erbil in North Kurdistan, Iraq, which were concluded by the VŠB - Technical University of Ostrava.



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4. Any modifications hereof or amendments hereto may only be made in the form of written and dated amendments hereto numbered in ascending order and signed by authorized representatives of both Parties.
5. Legal relations not expressly regulated by and arising from this Agreement are governed by the applicable provisions of Act No. 89/2012 Sb., the Civil Code, as amended, and Act No. 111/1998 Sb., on higher education institutions, as amended.
6. GG declares that it assumes the risk of changed circumstances under Section 1765 (2) of Act No. 89/2012 Sb., the Civil Code, as amended; therefore, Sections 1765 (1) and Section 1766 of Act No. 89/2012 Sb., the Civil Code, as amended, will not apply.
7. The Parties understand that this Agreement, including its Annexes, is subject to mandatory registration in the Register of Contracts under Act No. 340/2015 Sb., on special requirements for certain contracts to take effect, on the publication of such contracts and on the register of contracts ("Register of Contracts Act"), as amended.
8. This Agreement has been drafted in two language versions, namely in Czech and English languages, each having the force and effect of an original; each Party will receive two copies of each language version. If there are any conflicts between the Czech and English version, the Czech version will prevail.
9. This Agreement comes into effect on the date of signing by authorized signatories of each contracting Party.

Signed in Olomouc on 30.3.2019

Rector UP

Signed in Erbil on 25/09/2019

GG CEO