

Contract

concluded according to § 1746 of Act No. 89/2012 of the Coll. of Laws (Civil Code) in valid wording

The Contracting Parties:

University of Ostrava, Faculty of Medicine
resident in: Dvořákova 7, 701 03 Ostrava, Czech Republic
represented by: doc. MUDr. Arnošt Martínek, CSc. (dean of Faculty of Medicine)
Identification No.: 61988987
Tax Identification No.: CZ61988987
Bank connection: Ceska narodni banka (CNB)
Branch address: Nadrazni 4, 701 01 Ostrava, Czech Republic
IBAN: CZ 65 0710 0000 000000931761
SWIFT code: CNBACZPP

(hereinafter referred to as "The Faculty")

and

Galavito s.r.o. (ČeskoTurecko / ÇekTürk)
represented by: Mgr. Milan Hnátek, Ph.D. (Managing Director)
address: Feřtekova 562/24, Praha 8 – Bohnice, 181 00, Czech Republic
VAT No.: CZ 01776703
Registered under KRS No: registered at in the business registry, governed by Municipal court in Prague, section C, part 211581
Bank connection: Citfin, spořitelní družstvo (CITFIN)
Account Name: Galavito s.r.o.
Account Number: 1108814/2060
SWIFT: CITFCZPPXXX
IBAN No.: CZ91206000000000001108814

(hereinafter referred to as "Agency")

have concluded the following agreement:

I.

Subject of the contract

The contracting parties undertake to co-operate in the recruitment of foreign students for regular studies of accredited study programme of the Faculty of Medicine, University of Ostrava in its English language programme of General Medicine.

II.

Undertakings by the Contractual Parties

In accordance with the article I the parties undertake the following:

1. Undertakings by Agency:

1. Agency shall actively promote The Faculty and its study programme. Agency shall search for potential applicants with excellent learning potential.

2. Agency shall acquaint the concerned applicants with the study programme carried out at The Faculty, with their plans of studies, the rules of studies and conditions for entrance procedure.
3. Agency shall ensure that the concerned applicants submit all the necessary documents required by The Faculty for the entrance procedure: a submitted online application, certified copies of secondary school reports including the final (school-leaving) certificate and recognition of foreign secondary education, originals of medical certificates of negative HbSAg, and of the applicant's ability to study the study program of General Medicine. These medical certificates may be submitted after enrolment and admission of students till November 15 of the relevant year.
4. Agency shall participate in organizing the entrance procedure by:
 - A) ensuring that the candidates pay application fee, and by ensuring that the candidates appear for the entrance examinations at The Faculty, or by
 - B) organizing the entrance procedure in the candidates' country (Turkey) or in any other place agreed by the contracting parties.
5. If the entrance examination is to be held in the place indicated under B), Agency undertakes to take all administrative actions necessary to ensure the progress of the entrance examination, to cover all the expenses associated with its realization, as well as all costs of travel and accommodation for one representative of The Faculty, who shall attend the entrance examinations.
6. The applicants' costs connected with the entrance examinations, including travel expenses and other costs (accommodation, etc.) connected with their travel to the entrance examination and back, shall be settled directly between Agency and the applicants.
7. Agency shall ensure due payment of tuition fees by the admitted students to The Faculty's account. Tuition fee will be charged by the Decision of the Dean.
8. Agency shall ensure that the students admitted appear at The Faculty not later than on the day of the beginning of tuition in the respective academic year.
9. The service rendered by Agency is considered fully provided when the admitted student is enrolled in the study and paid the tuition fee.

2. Undertakings by The Faculty:

1. The Faculty shall provide Agency with all the necessary information on the conditions of study at The Faculty, including the entrance examination conditions, the detailed descriptions of study programme (study catalogues). All these materials will be provided in English.
2. The Faculty shall negotiate with Agency at least 2 months ahead the place and date of the entrance examinations.
3. The Faculty shall send one representative to carry out the entrance examinations if these are to be held outside Ostrava.

4. The Faculty shall admit successful applicants to regular full-time studies basing on conditions established in article IV.

III.

Commission

1. For each student enrolled for studies by means of Agency, The Faculty shall pay to Agency a commission in the amount of 10 % from the amount of money actually paid by each General Medicine student recruited by Agency, as a tuition fee for the first-year study at The Faculty;
2. The Agency is entitled to a commission after the payment of the set tuition fee by the enrolled students.
3. The claim for payment of the commission arises after verification of the fulfillment terms and conditions. Verification of the fulfillment of terms and conditions will be regularly executed by the contracting parties - on the date of 31 October of the calendar year.
4. The commission will be invoiced by Agency after the date 31 October following the enrolment. The term of payment is agreed to be due within 21 days from the day of receipt of the invoice by The Faculty. The VAT tax will be applied in accordance with the valid legal regulations. Agency's invoice will contain as its Annex a bilaterally approved list of students, including the amount of the set tuition fees covered by the given date. The currency used for invoicing and payments is Euro.
5. The tuition fee for the study programme of "General Medicine" is EUR €8500 per year. The tuition fees do not comprise costs of accommodation, food, insurance of students, and the and other costs associated with the study. Such expenses have to be carried by the students themselves.

IV.

Enrolment and studies at The Faculty

1. The number of admitted applicants is limited and depends on current capacity of The Faculty. Decision as to admission shall be made by the Dean of the faculty. In the case that the number of applicants will be higher than capacity of The Faculty, all applicants from all countries shall be order according to results from entrance examination. The position of the applicant in the ranking shall be the only consideration for acceptance of the applicant. There shall not be any positive or negative discrimination of the applicant relating to his country.
2. Admitted applicants shall be entitled to enrolment on the first semester of study programme under this conditions: Students successfully finished their secondary education that is comparable to the secondary education gained in the Czech Republic and successfully completed the admission procedure.
3. Taking care of accommodation for the candidates admitted to study shall be a private business of the individual students. The Faculty shall be helpful in accommodating individual students if possible.

4. All tuition shall be provided in the English language.

V.

Special Arrangements

The Faculty reserves the right to change one-sidedly the amount of the set tuition fees. The Faculty undertakes to always inform The Agency of a possible modification of the tuition fees for the next academic year not later than by 15 December of the current calendar year.

VI.

Concluding Provisions

1. This Contract is being concluded for an indefinite period of time. It may be terminated by agreement or by notice in writing handed in by any one of the contracting parties. For this case a two months' notice is negotiated which begins to run from the first day of the calendar month following its delivery to the other contracting party.
2. The Faculty is obliged entity pursuant to Act No. 340/2015 Coll., Act on the Register of Contracts (hereinafter the "Act on the Register of Contracts"). Agency acknowledges and expressly agrees that this Agreement in full is subject to publication in the Register of Contracts (information system of public administration, administered by the Ministry of the Interior). The Faculty undertakes to publish this Agreement in compliance with the provisions of the respective Act on the Register of Contracts.
3. This Agreement comes into force upon signature by both parties and becomes effective on the date of its publication in the Register of Contracts at the earliest. About this fact, The Faculty is required to notify Agency.
4. Any alterations and amendments to this Contract are only possible in writing, pursuant to an agreement of the contractual parties.
5. The parties to the contract have settled, that this agreement and relating legal relations shall be subject to Czech Law. The parties to the contract have settled, that all disputes which may arise from this agreement will be submitted to the competent court in Czech Republic.
6. This Contract is printed in two copies in the English language. Both contracting parties shall keep two copies.

Done in Ostrava,

Signed on behalf of
The Faculty by:



doc. MUDr. Arnořt Martı́nek, CSc.
dean of Faculty of Medicine OU

Signed on behalf of
The Agency by:



Mgr. Milan Hnátek, Ph.D.
Managing Director

8.10.2019