

# CONTRACT OF MEDIATION

(According to § 2430-2444 of the Civil Code)

## 1. Contracting Parties

- 1.1. **Mediator** **Direct English**  
Designation: Provider of Foundation Programmes  
Represented by: XXX – Programme Manager  
Address: 9 St. Patrick's Hill, Cork, T23 KNV9, Ireland  
Tel./Fax: XXX  
Identification number: 520148  
Bank details: XXX  
IBAN No:  
BIC No:  
Account number:
- 1.2. **Person concerned** **Charles University**  
Designation: Faculty of Pharmacy in Hradec Králové  
Represented by: Prof. PharmD. Tomáš Šimůnek, Ph.D. – Dean of  
the Faculty  
Address: Akademika Heyrovského 1203/8,  
500 05 Hradec Králové,  
Czech Republic  
XXX  
Tel./Fax: 00216208  
Identification number: ČSOB HK  
Bank details: 153149586/0300  
Account number:

## 2. Subject matter

- 2.1. The mediator undertakes to develop activities aimed so that the person concerned could have the opportunity to decide about acceptance the third person to study at the Charles University, Faculty of Pharmacy in Hradec Králové.
- 2.2. Person concerned undertakes to provide information necessary to guarantee the mediator's activities.
- 2.3. The mediator claims to be paid commission according to the article 3 of the acceptance the third person to study at the Charles University, Faculty of Pharmacy in Hradec Králové.

## 3. Commission

- 3.1. The mediator will receive commission for fulfillment of his/her activities from the person concerned according to the Article 2.

The commission is **15%** of the fees paid by a student registered in the **first year** of the study at the Charles University, Faculty of Pharmacy in Hradec Králové. If the number of students recruited by the mediator (and accepted by the Charles University, Faculty of Pharmacy in Hradec Králové) for each academic year **is four or more**, the commission (from the first-year tuition fee) will be increased from **15% to 30%** for each new student accepted and enrolled in that particular year.

- 3.2. The mediator will receive an exclusive „**graduation bonus**“ of **10%** of regular annual tuition fee for any student recruited by the mediator (and enrolled as a new student in the academic year 2019/2020 or later) after the student's graduation.
- 3.3. The mediator does not claim the reimbursement of expenditures connected with the mediation.
- 3.4. The commission must be always paid within 15 days after the tuition fees paid by the third person have been remitted to the bank account of the person concerned.
- 3.5. The commission is paid only once for particular student (for the first enrollment of student). The commission is not paid for re-admitted students at Faculty of Pharmacy, Charles University.

### **3. Conclusive Agreement**

- 4.1. This contract is signed for an indefinite term with cancellation term of 3 months, the beginning of which is on the first day of the month following after receiving the cancellation.
- 4.2. This contract follows the Czech Law. The rights and duties of the contracting parties follow Act. No. 89/2012 Coll., the Civil Code, unless changed by the contract.
- 4.3. Contracting parties after reading the contract declare that they agree with its content, that it was written on the basis of true facts, their true and free will, and it was neither agreed in anxiety, nor in other conditions disadvantageous for one part only. In proof of this, the parties can sign this contract.
- 4.4. The contract is made in two copies (in English language) both contracting parties will receive one copy.
- 4.5. With respect to the nature of the person concerned, the contracting parties have agreed that the mediator expressly agrees with the terms and conditions of the contract being published to the extent and under the conditions of special legal regulations, especially Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the disclosure of such contracts and the register of contracts (the Act on the Register of Contracts), and Act No. 106/1999 Coll., on free access to information, as amended. The person concerned shall send the contract to the register of contracts immediately after its signature. The person concerned also agrees to inform the mediator when the registration was made by filling in the relevant field with the mediator's databox ID in the contract registration form (in which case

both contracting parties will receive confirmation from the administration of the register of contracts that the contract has been registered).

- 4.6. This contract becomes effective upon its publication in the register of contracts.



XXX

Programme  
Manager Direct  
English

**Mediator**

Date: 19th November 2019

Prof. PharmD. Tomáš Šimůnek, Ph.D.  
Dean of the Faculty

**Person concerned**

27. 11. 2019

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