

Univerzita Karlova	13306
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Č.dop.:	
Listů: 2 Příloh: 0	
Druh: písemné	



Agreement of Cooperation

I.

Parties of the Agreement

1.1. International Studies Abroad, LLC

5301 Southwest Parkway, Suite 200, Austin, Texas 78735, United States of America
represented by ~~XXXXXX~~ ~~XXXXXX~~ ISA General Manager

~~XXXXXXXX~~ ~~XXXXXXXX~~ will be direct representative in negotiations with ÚJOP UK.

(hereafter "ISA")

1.2. Ústav jazykové a odborné přípravy Univerzity Karlovy (Institute for Language and Preparatory Studies of Charles University)

represented by its director ~~XXXX~~ ~~XXXX~~ ~~XXXXXX~~
Vratislavova 29/10, 128 00 Praha 2, Česká republika
IČO: 00216208

~~XXXX~~ ~~XXXXXX~~ ~~XXXXXXXXXX~~ will be responsible for the execution of the contract.

(hereafter "ÚJOP UK")

II.

Purpose

- 2.1. The purpose of this agreement is to develop collaborative academic activities for ISA programs at Charles University.
This Agreement of Cooperation defines relations and establishes rights and liabilities of both contracting parties.
- 2.2. In order to fulfill the above-mentioned purpose, ÚJOP UK will provide complete teaching of ISA students in spring, summer and autumn programs, intensive Czech language courses and intensive summer course, according to the conditions stated in the Agreement, for which ISA will provide the fee specified below.

III.

Responsibilities of contracting parties

3.1. ÚJOP UK Responsibilities:

- a) ÚJOP UK will arrange VISA letters verifying ISA students' acceptance at CU in 5 business days from obtaining students' list with all necessary information.
- b) ÚJOP UK will provide classrooms for tuition. Both parties will agree on the final number of classrooms two months before start of new ISA program at the latest.
- c) ÚJOP UK shall provide a 2-week intensive course of the Czech language for the group of the ISA students at the beginning of their stay in the Czech Republic; that means that these courses are to start in early February and in early September (the exact starting date subjects to a mutual agreement). The total number of language class instruction shall be 50 lessons per group during the intensive course. ÚJOP UK shall ensure that the students will be divided into small work groups with the average number of 11-14 students.
- d) During the intensive course of the Czech language, ÚJOP UK shall organize official welcome of the students to Charles University, a guided walking tour of Prague's

historical center and Prague Castle, an all-day trip to a site of historical or cultural interest, one visit to a theatre performance. ÚJOP UK will also ensure the official graduation from the program and students will receive a Czech Language Certificate.

- e) ÚJOP UK shall ensure sufficient capacity of lecturers for specialized courses in the ISA program. Employment relations between ÚJOP UK and the teachers, as well as other relations arising there from, are fully within the powers of ÚJOP UK.
- f) ÚJOP UK will provide syllabi for the new courses within one month since the notification of any new academic offering.
- g) Every ISA course will consist of 45 teaching hours per 50 minutes.
- h) The teacher will in no event be considered an agent or employee of ISA and is not authorized to act as an agent or employee of ISA. Under no circumstances shall Teacher look to ISA as his employer, or as a partner, agent, or principal. Teacher shall not be entitled to any benefits accorded to ISA's employees including worker's compensation, disability insurance, vacation or sick pay.
- i) ÚJOP UK shall ensure that the classrooms are equipped with teaching technology.
- j) ÚJOP UK shall provide an Internet connection for the ISA students in the Charles University classrooms.

3.2. ISA Responsibilities:

- a) ISA shall notify ÚJOP UK of the starting and closing dates of the next semesters one year before these terms take place.
- b) ISA shall notify ÚJOP UK of courses, approximate number of students and level of their Czech language skills for next term by June 15 and by November 15 every year.
- c) ISA shall ensure that the number of students attending specialized courses (subjects) is not lower than 5 in a group and not more than 20.
- d) ISA will be responsible for providing reasonable care of all materials of ÚJOP UK property carried into or installed in the classrooms. ISA will not be responsible for damages beyond its control and that are not a direct result of its students. ISA undertakes that it will handle this property with care and in compliance with common rules of its use. ISA is responsible for damage on ÚJOP UK property except occasions, in which the damage was caused by other circumstances, especially those that exclude responsibility. In no event will ISA be responsible for any damages not caused by the negligent acts or omissions of ISA, its employees or agents.
- e) ISA will hand over written order for tuition and other services for intensive May program by March 31st 2020 and for summer program by May 31st, 2020.

IV.

Finances

- 4.1. The price is determined in dependence on the number of teaching hours taught and is 116.5 EUR per teaching hour in case of specialized course, 104 EUR per teaching hour in case of the intensive Czech language course according 3.1.c).

In case the students are interested in a follow-up non-intensive Czech language course and are included in the group of students of other ÚJOP UK Czech language programs, the price is 335 EUR per student per the course.

In case the students are interested in a follow-up non-intensive Czech language course and are not included in the group of other students and request to be a separate group of the ISA students, the price is as follows:

- 1 individual student 1189 EUR per course
- 2 students in a group 616 EUR per student per course, i.e. 1231 EUR per course
- 3 students in a group 433 EUR per student per course, i.e. 1298 EUR per course
- 4 and more students in a group 335 EUR per student per course.

4.2. ISA will pay the price stated in paragraph 4.1. of this Agreement in accordance with the invoice addressed to International Studies Abroad, LLC, ISA, 5301 Southwest Parkway, Suite 200, Austin, Texas 78735, USA. The invoice will be paid in Czech crowns for each semester in two instalments. 50% of the total amount will be billed before beginning of every term program, that is January 15 for spring term and August 15 for fall term. The final invoice will be issued by April 15 for the spring term and by November 15 for the fall term.

The invoice for the intensive spring program will be issued by May 15, for the summer program by June 15.

All invoices will be due within 14 days of their issue.

UJOP will send electronic invoices from email ~~XXXXXXXXXXXX@XXXXXX~~ to the customer's address: ~~XXXX XXXX XXXX XXXX XXXX XXXX~~ and the customer will confirm their acceptance.

4.3. The payments will be made by money transfer to the ÚJOP UK bank account:

Name of the owner of the account: UNIVERZITA KARLOVA
 Number of the Account: 115-1055820297/0100
 IBAN: ~~XXXX XXXX XXXX XXXX XXXX XXXX~~
 Swift Code: KOMBCZPPXXX

4.4. Prices quoted in this Agreement are subject to yearly inflation according to officially announced percentage of inflation in the Czech Republic by Czech National Bank. Prices altered according to the percentage of inflation will come into force in the program (semester), which is the nearest to follow after the official announcement of the percentage of inflation. Other changes of financial nature must be notified in writing and approved by both parties.

V.

Other arrangements

- 5.1. Neither party will be in default or responsible for damages ensued from delays or failures to fulfill any contractual obligations directly or indirectly resulting from consequences of circumstance beyond adequate control of either party. The party affected by Force Majeure will invest adequate efforts to remedy such circumstance in order to renew fulfillment of its contractual obligations as soon as possible; however, neither party will be obliged to resolve strike, accident or other work-related unrest otherwise then exclusively according to its best judgment.
- 5.2. There shall be no classes during the national holidays of the Czech Republic.
- 5.3. Each party agrees to indemnify, defend, and hold harmless the other party, its directors, officers, employees, and agents from any and all liabilities, claims, damages, loss, and costs to the extent that they arise from the negligent acts or omissions or willful misconduct of the indemnifying party, or its employees, contractors, agents or representatives.
- 5.4. Each party will maintain insurance coverage in an appropriate form and amount sufficient to cover all obligations under this Agreement.
- 5.5. ÚJOP UK acknowledges that in connection with providing the Services under this Agreement, ÚJOP UK will be provided with access to and use of Company ISA

proprietary, confidential and trade secret information. ÚJOP UK will maintain in confidence and will not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information except to the extent necessary to perform the Services. Upon termination of this Agreement, or at the request of the ISA before termination, ÚJOP UK shall deliver to the Company ISA all Proprietary Information in its possession.

- 5.6. Supplier's Employees, Independent Contractors and Vendors: ÚJOP UK hereby represents and warrants to ISA that (a) it has used reasonable efforts to ensure that its employees, independent contractors and/or vendors who will be providing services to ISA are qualified, licensed (if applicable) and have the necessary education and experience to provide such services to ISA, (b) it has conducted all necessary and appropriate background checks for each of its employees, independent contractors and/or vendors, including without limitation, criminal background checks, checks of motor vehicle department records (if applicable to the employee's, independent contractor's and/or vendor's duties), checks of court records, educational institution records, and, where applicable, trade or professional association records, (c) it has thoroughly checked at least one professional and personal reference for each of its employees, independent contractors and/or vendors, (d) it conducts appropriate drug testing of its employees and independent contractors, and (e) it has no reason to suspect that any employee, independent contractor or vendor who will be providing services to ISA has a history of or propensity for misconduct.

VI. Contract Duration

- 6.1. This contract is concluded for the period from January 1, 2020 till December 31, 2020. This contract comes into force on the day the last contracting party signs it and becomes effective on the date of its publication in the register of contracts pursuant to Act No. 340/2015 Coll., on the register of contracts, as amended, and the contract is published in the register of contracts.
- 6.2. This Contract is issued in two copies in the Czech language, which have the same legal validity. The English translation ensures that the ISA representative understands the contract. In case of irregularities, the Czech version of the contract shall prevail.
- 6.3 This contract is governed by the Czech legal order, in particular the Civil Code. Any disputes will be settled primarily by the parties amicably. In the case of legal proceedings, the general court at the place of the registered office of ÚJOP UK has jurisdiction.

Date

Date

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XXXXX XXXX XXXXXX
/

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XXXXXXXX XXXXXX
for ISA