

## APPENDIX 1

to

### COOPERATION AGREEMENT IN PROVIDING EDUCATION IN THE LIFELONG LEARNING PROGRAM PETROLEUM ENGINEERING

#### **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:

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:

and

#### **Galiawa Group**

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

ID No.: A8005496

Bank details:

Beneficiary bank:

Intermediary bank:

represented by (hereinafter the "GG")

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

enter, on the day, month and year entered below

as a contracting parties,

Agreement on cooperation in providing education in the lifelong learning program Petroleum engineering dated 30 September 2019 (hereinafter referred to as the "Agreement")

in accordance with Article VII thereof. paragraph 4, the following Appendix 1 thereto:

#### **I Amendment of the contract**

1. The above-mentioned contracting parties have agreed to amend Article I. Subject of the commitment, paragraph 3 of the contract, by changing the date of termination of the LLL program to **31 October 2020**.

Article I (paragraph 3) of the Agreement will therefore read as follows:

*„Under this Agreement, the Participants may attend, for value, the following lifelong learning programme:*

*Title of the LLP: Petroleum Engineering*

*Language of tuition of the LLP: English*

*LLP Start Day: 1 September 2019*

*LLP End Day: 31 October 2020“*

2. The above-mentioned Contracting Parties have agreed to amend Article VI. The Security clause in paragraphs 1 and 2 of the Agreement, by adding a new paragraph 2 after paragraph 1 and extending paragraph 2 to paragraph 3.

Article IV of the Agreement will therefore read as follows:

**„VI. Security clause and force majeure**

- 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. In case of force majeure, especially when the competent state authorities of the Czech Republic introduce restrictive measures in connection with the COVID-19 pandemic, UP will be forced to immediately relocate its employees back to the Czech Republic.**
- 3. Depending on the nature of the risk, referred to paragraphs 1. and 2. of this Article, 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 as a temporary solution. UP's decision to switch to online distance learning is entirely of the UP authority. „**

**II Final provisions**

1. This Appendix and the individual paragraphs of the Agreement shall remain unaffected by this Appendix.
2. This Appendix has been drafted in two language versions (Czech and English), each in two original copies, of which each Contracting Party shall receive one copy of each language version. If there are any conflicts between the Czech and English version, the Czech version will prevail.
3. The Contracting Parties acknowledge that this Appendix 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.
4. This Appendix shall enter into force on the date of its signature by the authorized persons of both Contracting Parties and shall take effect on the date of its publication in the Register of Contracts.

Signed in Olomouc on 31. 9. 2020

Rector UP

Signed in Erbil on 13/9/2020

GG Exec. Director