



# Results Based Partnership Agreement

This agreement ("Agreement") with Effective Date 03 December 2020 is between:

Studypartals BV., a company limited by shares, registered in The Netherlands, having its registered place of business at Klokgelouw 280, 5617 AC Eindhoven, The Netherlands further mentioned as "Studypartals",

and

Masaryk University, having its registered address at Žerotínovo nám. 617/9, 601 77 Brno, Czech Republic, further mentioned as "Institution", each a Party, together the Parties,

WHEREAS the Parties are collaborating to recruit international students in a Results Based Partnership by promoting the Institution's English-taught programmes to a global audience;

WHEREAS Each party acts exclusively in its own name and on its own behalf with respect to the rights and obligations pursuant to this Agreement.

WHEREAS the Agreement shall be comprised of the following elements:

- PART A Agreement
- PART B Work Order

The Parties agree the following:

## PART A Agreement

### Article 1 Definitions

"Effective Date" means the date the Agreement shall be legally active, which date is first written above;

"Campaign" means the listing and promotion of Institution's profile and programmes to the visitors on Studypartals during the agreed time period (Term). The agreed Campaign components are listed in PART B: Work Order, section "Included in the Campaign";

"Campaign Start Date" means the date the programmes promotion starts;

"Campaign Renewal Date" means the date from which the programme promotion will renew;

"Exposure" means how much visibility the Institution shall be provided on the platform and/or websites of Studypartals;

"Extension Term" means the agreed time period that starts immediately after the Initial Term or previous Extension Term until the agreed end date;

"Initial Term" means the agreed time period starting at the Effective Date until the agreed end date of the Agreement;

"Personal Data" means the definition in article 4 of the General Data Protection Regulation ("GDPR"; <https://gdpr-info.eu/art-4-gdpr/>).

"Premium Listing" – via Premium Listing, programmes or Institution profiles are presented in a more appealing way to the visitor, with a logo, a media gallery, and buttons and links to the university or programme website. Regular Premium and Light Premium programmes appear above non-premium programmes in that are equally relevant for students.

"Referral" means a visitor of any of the Studypartals' portals and/or websites, that is informed and takes action (such as to click through to the Institution's web page(s));

"Term" means the Initial Term together with any applicable Extension Term.

"Statement of Work" means the document agreed upon between Institution and Studypartals for the performance of any applicable Studypartals' services;



## Article 2 Collaboration and obligations

### Obligations Studyportals

Studyportals shall prepare Institution's organisation and programme content for display on Studyportals portals. Content and deadlines can be adjusted anytime by the Institution via the account in the Studyportals dashboard. Studyportals shall periodically report on the interest and traffic to Institution's website as a result of the promotion. Studyportals shall share relevant insights and intelligence reports.

### **Pixel tracking on Institution website**

To track when students convert on inquiry or application pages, Studyportals can support Institution's web team to activate pixel tracking or assist with the setup and testing of cross-domain pixel. Institution's tracking data shall be shared with Studyportals periodically.

Studyportals shall insert a **UTM** code from Masaryk University on the Institution's profile to maximize the tracking of the effectivity of a campaign.

### Obligations Institution

Institution shall provide Studyportals with required materials and (referral) links; Institution shall inform Studyportals of any changes on Institution's website or webpage(s) (such changes as referral link(s), promoted programmes, or other changes in the structure in web site(s) or web page(s), which require changes in the campaign set-up.

Either Party may publish the existence of the Partnership including logos via their respective marketing channels. The Agreement itself shall not to be published.

Studyportals are only allowed to use the logos of Institution for the purposes of advertising the Institution as described in this Agreement.

According to the Act no. 340/2015 of the Contract Repository, the Institution is obliged to publish the text of the Agreement. The Agreement shall be made accessible to the general public, but personal data, signatures and bank account information shall be omitted. This publication does not constitute any kind of breach of confidentiality obligation.

## Article 3 Campaign planning

1. The Institution's expenditure is capped to a maximum of the 'total budget' as specified in the Work Order. Studyportals will run the campaign until the full value of the Institution's allocated budget has been delivered.
2. At any time, the Institution has the right to increase the campaign budget or add any additional promotional component.
3. Institution may request to adjust the exposure level of the campaign per month, with a maximum of 2 times per campaign. The price per referral will be adjusted as specified in the Work Order.
4. Studyportals will work to spread the campaign exposure over the allotted period of 1 year per each annual budget. As a result, Institution's programme's exposure level in the search results may be affected. Institution will always retain the branding advantages of having a premium listing during the full campaign period.
5. At the end of every campaign, the results will be evaluated including insights to optimize any following campaign.

## Article 4 Prices and payment

1. The full cost of the agreement shall be invoiced at once after the Campaign Start Date (as stated in the Work Order) for every campaign.
2. Payment is due 30 days after the invoice date. Prices exclude VAT or any sales taxes (if applicable).

## Article 5 Term and Termination

### Term

- 5.1 The term of this Agreement shall commence at the Effective Date (the "Initial Term") and shall continue for a period of 24 months. The Initial Term shall automatically renew for successive 12-month terms, (the "Extension Term") unless and until either Party delivers written notice to the other not to renew, at least one month prior to the expiration of the then-current Initial Term or Extension Term, as applicable (the Initial Term together with any Extension Terms, the "Term").

### Campaign

- 5.2 Every campaign shall commence at the Campaign Start Date. During the Term, multiple campaigns can sequentially or simultaneously be active.



- 5.3 The campaign shall automatically renew with the same budget at the Campaign Renewal Date. The Campaign Start Date, the Campaign Renewal Date and the budget are specified in the Work Order. Institution shall be informed about the campaign renewal at least thirty (30) days prior to the planned renewal date.
- 5.4 Institution may choose to not renew a campaign, with 30 days written notice before the start of the new campaign.

#### Termination

- 5.5 The Agreement will automatically terminate in case there has not been an active campaign during the last 12 months of the Agreement.
- 5.6 The effect of termination of a new campaign shall be that Institution shall solely be obliged to pay for the actual value delivered until the date of termination.
- 5.7 Notwithstanding the forgoing, Studyportals shall have the right, in its sole discretion, to terminate the collaboration upon 60 days' prior written notice. If the Institution is found to breach the agreement, Studyportals can terminate the agreement with immediate effect.

#### **Article 6                      Personal Data**

In the course of providing the Services to the Institution under the Agreement, Studyportals may process Personal Data on behalf of the Institution and the Parties agree to comply with all applicable legislation with respect to any Personal Data, such as GDPR, each acting reasonably and in good faith. In case Studyportals shall process Personal Data under the Agreement, then the Parties agree that the Data Processing Addendum (<https://www.studyportals.com/dpa>) shall form an addendum to and an integral part of this Agreement.

#### **Article 7                      Entire Agreement and Order of Precedence**

This Agreement including any applicable Work Order, Data Processing Agreement (<https://www.studyportals.com/dpa>), and Studyportals Terms and Conditions (which may be updated from time to time on <https://www.studyportals.com/termsandconditions>) form an integral part of this Agreement and constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all prior understandings, discussions, and agreements relating to such subject matter. Any amendments to this Agreement shall not be effective unless they are made in writing and executed by both Parties. In case of conflict, the provisions of this Agreement shall prevail over any provisions in Institution's terms and conditions, invoice, purchase order or other document. In case of conflict between any documents that form an integral part of this Agreement, the order of precedence for conflict resolution in descending order shall be as follows: (i) this Agreement (including Work Order); (ii) Studyportals Terms and Conditions; (iii) Statement of Work; (iv) any applicable appendices, amendments or addenda. If either Party submits purchase orders, invoices or other similar documents for accounting or administrative purposes or otherwise, no pre-printed or similar terms and conditions contained in any such form will be deemed to supersede or modify any of the terms and conditions of this Agreement.

#### **Article 8                      Governing law and court**

Any dispute arising from or related to this Agreement shall be notified in writing by one party to the other(s), and the parties shall use their best efforts to settle the dispute on an amicable basis within fifteen (15) days from the date of receipt of the notification.

This Agreement is governed by, and construed in accordance with, the laws of Germany, without regard to its conflict of laws principles. Any dispute regarding the validity, interpretation, termination and performance under any Agreement will be brought before the competent courts of Germany.

**This offer is valid until 31 December 2020**

#### **INSTITUTION**

Date:

Name:

Title:

Signature:

#### **STUDYPORTALS**

Date:

Name:

Title:

Signature:



**PART B Work Order (#RBP19102020-01)**

This Work Order, dated 01 December 2020 is between Institution, and Studyportals BV, ("Studyportals"), with its registered office at Klokggebouw 280, 5617 AC Eindhoven, The Netherlands, is an integral part of and is subject to the Results Based Partnership Agreement with Effective Date 03 December 2020 and SP-reference number: RBP19102020-01 and its General Terms and Conditions.

<b>Studyportals details</b> accountsreceivable@studyportals.com	<b>Studyportals' Bank details</b>	<b>Studyportals' Bank address</b>
[Redacted]	[Redacted]	[Redacted]

**Contact Details**

<b>Institution Address:</b> Zerotínovo nám. 617/9, 601 77 Bmo, Czech Republic	<b>Institution Contact</b>	<b>Billing Address:</b> [Redacted]
	Name:	
	Tel:	
	Email:	

<b>Agreement Type</b>	<b>Results Based Partnership</b>
<b>Campaign budget and prices</b>	
<b>CAMPAIGN START DATE</b>	03 December 2020
<b>CAMPAIGN RENEWAL DATE</b>	03 December 2022
<b>TOTAL BUDGET</b> An extra 20% will be provisionally added to your total budget for free per year, increasing it to € 13,200 per year.	€ 11,000 per year, renewed on 2 <sup>nd</sup> December each year.
<b>Referral price</b> Price for a Studyportals visitor that clicks through the Institution's web page: <ul style="list-style-type: none"> <li>Regular Premium Listing</li> <li>Light Premium Listing</li> </ul> <p>Programmes can be exposed with different levels of 'premiumness' – which impact the ranking of the search results and the number of times the link to your university website is shown.</p> <p>Regular Premium listing reflects a default mode of the Premium Listing. Light Premium listing reflects a lower level of premiumness and has a lower price per student viewing your website. Light Premium listing is used in cases when campaign receives too many clicks and subsequently the budget is spent too fast for the agreed duration of the Campaign.</p>	<p>€ 3,89</p> <p>€ 3,25</p>
<b>Included in the Campaign</b>	
<b>Premium Listing:</b> all of your English-taught degree programmes listed with Studyportals, on the relevant portal(s);	<input checked="" type="checkbox"/>
<b>Specific levels or programmes included</b> <input checked="" type="checkbox"/> Masters <input checked="" type="checkbox"/> Bachelors <input checked="" type="checkbox"/> PhD <input type="checkbox"/> Short Courses <input type="checkbox"/> Preparation Courses Programs	
<b>Geo targeting</b> Geo-Exclusive: Referrals excluded from selected countries: Cameroon, Iran, Iraq, Bangladesh, Pakistan, Nigeria	<input checked="" type="checkbox"/>



<b>Campaign calibration</b> Campaign exposure is to be spread annually from the Campaign Start Date. Starting from the second year of the partnership, the remaining and renewed budget will be spread until the campaign renewal date.	<input type="checkbox"/>
<b>University Premium Profile:</b> detailed information about the university, includes selected promotional content, a media gallery, and integrated social media links and buttons.	<input type="checkbox"/>
<b>Data administration:</b> Studyportals will insert and update Institution's programmes information from a source of your choosing.	<input type="checkbox"/>
<b>Monthly report of results:</b> Detailed statistics for each programme, including a geographical breakdown of visitors.	<input type="checkbox"/>
<b>Dedicated Campaign Manager:</b> advising you on campaign performance, optimizing your results	<input type="checkbox"/>

#### Tracking Method options

##### Pixel tracking on Institution website

To track when students convert on inquiry or application pages, Studyportals can support Institution's web team to activate pixel tracking or assist with the setup and testing of cross-domain pixel. Institution's tracking data shall be shared with Studyportals periodically.

Studyportals shall insert a UTM code from Masaryk University on the Institution's profile to maximize the tracking of the effectivity of a campaign.