

AGREEMENT ON COOPERATION IN POSTGRADUATE PROGRAMMES ACCREDITED AT THE FACULTY OF MANAGEMENT AND ECONOMICS OF TOMAS BATA UNIVERSITY IN ZLÍN

I Contracting Parties

Tomas Bata University in Zlín

a public higher education institution established by the Act No. 404/2000 Coll.

Residing at: náměstí T. G. Masaryka 5555, 760 01 Zlín, Czech Republic

Identification Number: 70883521

Tax Identification Number: CZ70883521

Represented by: Prof. Ing. Vladimír Sedlařík, Ph.D., Rector

Name and Address of the Bank: Komerční banka, a.s., Tr. T. Bati 152/19, 760 01 Zlín

Bank Account Number: [REDACTED]

(hereinafter referred to as the "TBU")

Person authorized to act in relation to the matters of this Agreement on behalf of TBU: [REDACTED]

[REDACTED] Dean of the Faculty of Management and Economics

and



Galiawa Group (hereinafter referred to as "GG")

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

ID No.: 608

Bank details: Account number [REDACTED]

Represented by: Mr. Abdulsattar Mawlood

Email addresses: [REDACTED]nfo@galiawa.com

(hereinafter also jointly referred to as "contracting parties")

enter into this Agreement on Cooperation in Postdoctoral study programmes (hereinafter referred to as the "Agreement") in compliance with the laws of the Czech Republic (for TBU particularly with the Act No. 111/1998 Coll., on Higher Education Institutions and on Alterations and Amendments to Other Acts (Higher Education Act), as amended, hereinafter referred to as the "Act" and pursuant to Section 1746 (2) of the Act No. 89/2012 Coll., the Civil Code, as amended.

II Introductory Provisions

1. In compliance with the Cooperation Agreement concluded on 21 June 2019, the contracting parties agreed to develop cooperative relations and academic cooperation in the areas of teaching and other activities.
2. In conformity with the Cooperation Agreement, the contracting parties enter into this Agreement to promote and administratively support Postgraduate study programmes within the framework of the accredited degree programmes at the Faculty of Management and Economics of Tomas Bata University in Zlín (hereinafter referred to as "PhD programmes").

III Subject Matter of the Agreement

1. This Agreement specifies terms and conditions related to the administrative support and tuition fee of the PhD programmes.
2. Under Section 47 of the Act, TBU provides education in PhD programmes within the framework of their educational activities. The organization and completion of the PhD programmes shall adhere to Section 47 of the Act and other internal rules and regulations issued either by the TBU Rector or the Dean of the



Faculty of Management and Economics of Tomas Bata University in Zlín (hereinafter referred to as “PhD regulation documents”).

3. The TBU FaME agrees to enrol applicants to the PhD programmes under the terms of this Agreement after the regular admission process. Students who enrol, study and the tuition fee are paid on their behalf by the GG under this agreement are hereinafter referred to as “PhD students”.
4. The premises of the GG in Erbil, Kurdistan Region of Iraq, Iraq can be used for promotion and organisation of administrative and auxiliary activities related to the PhD programmes.

IV

Rights and Obligations of Czech Academic City / Erbil

1. The GG agrees to provide facilities necessary for organisation of administrative and other auxiliary activities related to PhD programmes. This includes providing a meeting room for admissions, office for individual consultancy between PhD student and lecturers and supervisors, lecture room for presentation of study PhD programmes, and other spaces needed.
2. The GG agrees to adhere to design manual available from <http://vizual.utb.cz/english/> for any promotional and educational activities related to the PhD programmes in Kurdistan Region of Iraq and in other regions of Iraq. All means of promotion containing the TBU name or brand (or any of its faculties) shall be submitted prior to its release for verification to the Vice-Dean for Research. [REDACTED]
3. The GG shall inform applicants to PhD programmes about the rules, conditions and obligations detailed in the PhD regulation documents.
4. The GG is responsible for assisting applicants in filing an application through the apply.utb.cz and completion of necessary documents and assisting with translations and obtaining recognition of the previous education.
5. The GG agrees to provide an authorized employee of the TBU FaME all personal details required to register the participants in the TBU Information System for Studies' Administration (IS/STAG).
6. If the GG invites the authorized TBU employees for conduction of any activity in relation to this Agreement in the Kurdistan Region of Iraq, the GG undertakes to provide comfortable and safe offices in the GG premises, catering, accommodation at Hadyab Street, Ankawa, Erbil, the Kurdistan Region of Iraq, as well as transportation from the airport to the place of accommodation (including the transportation back to the airport) and from the place of accommodation to the GG buildings and vice versa. The costs related to the provision of offices and the accommodation shall be covered solely by the GG. Moreover, the GG agrees to provide assistance to authorized TBU employees in case of health problems, including a prompt consultation with a specialist, and agrees to arrange a hospitalisation as quickly as possible, if required.

V

Rights and Obligations of the TBU FaME

1. The TBU FaME agrees to provide an administrative and technical support in the promotion activities undertaken by the GG.
2. The TBU FaME agrees to provide the logo of the TBU FaME on promotional materials related to the PhD programmes as well as on the GG website.
3. The TBU FaME grants exclusivity in the Kurdistan Region of Iraq and in other regions of Iraq. Any applicant from abovementioned regions who contacts the TBU FaME directly will be provided with a reference and contact to the GG and advised to apply through this Agreement.
4. The TBU FaME provides updated PhD regulation documents. PhD regulation documents contain all information about admission, organisation and completion.
5. The TBU FaME agrees to provide information about the number of students studying and the number of students enrolling for study, for whom the administration fee and tuition fee can be invoiced.

VI

Fees Related to the PhD programmes, Terms of Payment

1. In compliance with Section 58 Paragraph 4 of the Act No. 111/1998 Coll., on Higher Education Institutions and on Amendment and Supplement to Some Other Acts, the tuition fee per academic year for a PhD student is set to 45,000 CZK.
2. The student who discontinues to study under this Agreement (conditions specified in Paragraph 3 (3) of this Agreement are not met) will be charged a full tuition fee stated in the TBU Statute. For such a student, the administration fee is not paid by the TBU FaME.
3. The tuition fee shall be paid on behalf of the PhD students via bank transfer in CZK by the GG no later than 21 days after the invoice is issued by the TBU FaME. The invoice dates for the tuition fee for the following academic year are set for the days of enrolment of newly accepted PhD student. The enrolment regularly takes place twice a year (academic year). An integral part of the invoice is a list of names of all the students studying as well as the newly enrolled ones for study, for whom the TBU FaME shall pay the administration fee. The student will be charged a full tuition fee if the tuition fee is not paid by the GG within this period. The student will be informed about the tuition fee payment problem and will be given 5 working days to make the payment via his/her own account to be allowed to continue with studies as a regular student.
4. In compliance with Paragraph 2 (2) of the Act No. 526/1990 Coll., on Prices, as amended, the GG issues the invoice for the TBU FaME for the services related to activities stated in Article III Paragraph 4.
5. The administration fee is set to 7,000 CZK per PhD student. The administration fee shall be paid based on the invoice issued by the GG via a bank transfer in CZK by the TBU FaME. The invoice dates correspond with the dates of invoices issued by the TBU FaME in compliance with Paragraph 6 (3).
6. The contracting parties have agreed that the invoice will be sent in the electronic form as a separate PDF file attached to the e-mail sent to the following e-mail address
 - a) The invoice issued for the GG: [REDACTED], info@galiawa.com
 - b) The invoice issued for the TBU FaME: [REDACTED] fakturace@utb.cz
7. The contracting parties have agreed upon and express assent to all the electronic invoices to be considered as delivered on the day following the day of the provable sending of the electronic invoice to the e-mail address specified in the preceding Paragraph.
8. In case of any changes to the e-mail address for sending invoices, the GG undertakes to inform the TBU FaME about the change without delay, and that to the e-mail address: pohledavky@utb.cz. Failure to inform the TBU FaME about the change will be charged to the GG account.
9. The contracting parties agree on the offset, the difference incurred shall be paid by the GG in compliance with the terms from above.

VII

Termination

1. The contracting parties may terminate the Agreement by notice. The notice period equals 30 days and starts running on the date following the delivery of the notice to the TBU FaME or the GG address stated in the heading of the Agreement.
2. In the event that any of the parties breaches this Agreement in a gross manner, the other party is entitled to withdraw from the Agreement. The withdrawal must be made in writing, it must be delivered to the other contracting party, and the Agreement shall be cancelled with effect from the day on which the notice of withdrawal is delivered to the other contracting party. By withdrawing from the Agreement, all obligations ensuing from the Agreement shall be discharged from the outset.
3. In the event that a breach of a duty or obligation by any of the contracting parties causes damage to the other contracting party, and unless agreed otherwise in this Agreement, the other contracting party undertakes to compensate for such a damage incurred without undue delay after the damage has been quantified.
4. The termination of the Agreement does not entitle the GG to have the fee, which has already been paid, refunded.
5. In the event of termination of the Agreement and regardless of the reason for termination, the GG undertakes to fulfil its obligations under Article IV (6).

6. This Agreement is effective for one year and is automatically extended by an additional year if it is not terminated by either party.
7. TBU FaME and GG are obligated to provide the opportunity of course completion for any student studying at the time of termination this agreement.

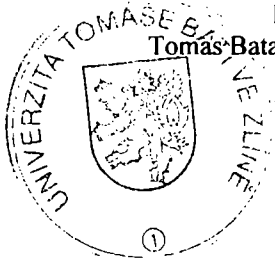
**VIII
Final Provisions**

1. This Agreement is governed by the Act No. 89/2012 Coll., the Civil Code, as amended. In accordance with Section 87 of the Act No. 91/2012 Coll., on Private International Law, the contracting parties have chosen the law of the Czech Republic as the applicable law, and the contracting parties have further agreed, under Section 85 of the Act No. 91/2012 Coll., on Private International Law, that Czech courts will have jurisdiction to hear and decide any disputes arising out of or in connection with this Agreement.
2. Possible tax liabilities and obligations related to the provisions of performance (service) on the territory of the Republic of Iraq ensuing from the local tax legislation shall be settled by ordering party (GG) and at the expense thereof.
3. The contracting parties have agreed to process personal data in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and the repealing Directive 95/46/EC, and other related legislation including, without limitation, the Act No. 110/2019 Coll., on personal data processing.
4. Any modifications hereof or amendments hereto may only be made in the form of written and dated amendments hereto numbered in ascending order and signed by authorized representatives of both contracting parties.
5. Legal relations not expressly regulated by and arising from this Agreement are governed by the applicable provisions of the Act No. 89/2012 Coll., the Civil Code, as amended, and the Act No. 111/1998 Coll., on Higher Education Institutions and on Alterations and Amendments to Other Acts (Higher Education Act), as amended.
6. The GG declares that it assumes the risk of changed circumstances under Section 1765 (2) of the Act No. 89/2012 Coll., the Civil Code, as amended; therefore, Section 1765 (1) and Section 1766 of the Act No. 89/2012 Coll., the Civil Code, as amended, will not apply.
7. This Agreement shall come into full force and effect on the date on which it is signed by contracting parties and published in the Register of Contracts in compliance with the Act No. 340/2015 Coll., on specific terms of effectiveness of certain contracts, publishing the contracts and on the Register of Contracts (the Act on the Register of Contracts). With respect to this matter, the contracting parties express consent to publishing the unabridged version of this Agreement within the meaning of the Act on the Register of Contracts.
8. This Agreement has been drawn up in two copies in the English language; each contracting party shall receive one copy thereof.

Signed in Zlín on 05-02-2021



Prof. Ing. Vladimír Sedlařík, Ph.D.
Rector
Tomáš Bata University in Zlín



Signed in Erbil on 13 July 2020



Mr. Abdulsattar Mawlood
Executive Director
Galiawa Group



Odpovídá	Datum
PO/OO	5.7.2021
EO	
Věcné	1.2.2021
Správce rozpočtu	1.2.2021