Faculty of Medicine
and Dentistry
Palacký University Olomouc

CO-OPERATION AGREEMENT

on services related to enrolment of foreign students to studies

at Palacký University Olomouc, Faculty of Medicine and Dentistry

(hereinafter referred to as the "**Agreement**")

THIS AGREEMENT is made between:

Palacký University Olomouc, Faculty of Medicine and Dentistry
(in Czech "*Lékařská fakulta Univerzity Palackého v Olomouci*")

an institution of higher education organized and existing under the laws of the Czech Republic,
with its registered office at Hněvotínská 3, 775 15 Olomouc,
company identification number: 619 89 592,
tax identification number: CZ 619 89 592,
bank account: [redacted]
account number: [redacted]
SWIFT code: [redacted]

duly represented by Prof. MUDr. Josef Zadražil, CSc.,
Dean, Palacký University Olomouc, Faculty of Medicine and Dentistry

(hereinafter referred to as the "**Faculty**")

AND

futureDOCTOR GmbH

a company organized and existing under the laws of Austria,
with its registered office at Strobelgasse 2, 1010 Vienna, Austria
company identification number: FN 542593 g,
tax identification number: ATU76048947,
registered in the Commercial Register administered by Handelsgericht Wien,
duly represented by [redacted]

(hereinafter referred to as the "**Agency**")

(the Faculty and the Agency collectively referred to as the "**Parties**" and individually also as a "**Party**").

WHEREAS:

(A) The Faculty is an established institution of higher education and listed in the World Health Organization World Directory of Medical Schools (AVICENNA) and the ECFMG of The United States of America, dedicated to providing the best possible education in the field of Dentistry and General Medicine to its students;

(B) The Faculty is accredited by the Ministry of Education, Youth and Sports of the Czech Republic to provide 5-year Dentistry and a 6-year General Medicine study programmes conducted in English language, resulting in conferment of the Czech academic title *MDDr. (medicinae dentium doctor)* and *MUDr. (medicinae universae doctor)* respectively (collectively referred to as the "**English Study Programmes**"). For the avoidance of doubt, the degrees of MDDr. and MUDr. are Primary Dental and Medical Qualifications respectively, entitling the holder to apply for registration as a dentist or medical doctor as may be, and entitling the holder to practice dentistry or medicine as may be, subject to local and national requirements for the nature and supervision of clinical practice immediately after gaining the Primary Qualification;

(C) The Faculty has found that the inclusion of qualified foreign students provides tangible benefits to the student body, the Faculty, and the local population;

(D) The Agency is an experienced entity dedicated to providing complex recruitment services for highly qualified and strongly motivated foreign students, *inter alia.*, arranging for entrance exams, assistance with completion and submission of applications, and relocating accepted students to countries of destination;

(E) The Agency believes that each year there are significant numbers of foreign students applying to become physicians in their place of residence who are not enrolled in courses of medical or dental studies because the number of places in such courses is limited. The Agency further believes that these students would apply to the Faculty if they (i) knew about the opportunity, (ii) had local assurance of the quality and integrity of the Faculty, and (iii) received professional assistance from the Agency.

NOW THEREFORE, the Parties agree as follows:

1. SUBJECT MATTER OF THE AGREEMENT

1.1 The Agency shall promote the Faculty and, on a regular basis, endeavour to find qualified potential students and provide any assistance necessary for them to participate in the English Study Programmes (Dentistry and General Medicine education programmes organized by the Faculty in the English language). The Agency shall participate in the process of entry examinations and provide further guidance to students as stipulated hereunder in this Agreement.

1.2 The Faculty shall provide the Agency with assistance necessary to carry out its obligations hereunder and pay to the Agency fees stipulated hereunder in this Agreement.

1.3 The Parties shall not be limited in co-operation with other agencies and education institutions.

2. RIGHTS AND OBLIGATIONS OF THE AGENCY

2.1 The Agency shall make efforts to find and address potential students interested in studying in the English Study Programmes who have potential to be qualified for entrance examinations of the English study programmes. Such students shall be presented by the Agency with all important information and documents necessary for participating in the English Study Programmes conducted by the Faculty in the Czech Republic. In particular, the following documents and information shall be considered as important:

- Qualification requirements;
- Entrance examination fees policy;
- Tuition fees policy;
- The Study and Examinations Code of the Palacký University Olomouc;
- Deans Guideline to the Study and Examinations Code applied at the Faculty;
- A Sample study contract to be concluded between the Faculty and the student governing the rights and obligations related to studying in the respective English Study Programme (hereinafter referred to as "**Study Contract**");

- Information on hostel accommodation for students admitted by the Faculty.

2.2 The Agency shall provide the Faculty with electronic copies of presentation materials prepared by the Agency in connection with the English Study Programmes and notify the Faculty of all Internet and other presentations (such as web pages) used by the Agency for the promotion of the Faculty and the English Study Programmes. The Agency shall consider suggestions submitted by the Faculty as regards the form or the content of such presentations. Should the Faculty inform the Agency in writing or by e-mail that the presentations or materials contain false, inaccurate, incomplete or misleading information about the Faculty and/or the English Study Programmes, the Agency is obliged to correct such information.

2.3 The Agency shall verify documentation provided by potential students (in particular, secondary school graduation certificates, health status and vaccination acknowledgements etc.), interview and pre-evaluate potential students as regards their compliance with the qualification criteria set forth by the Faculty (see Article 4.2 hereof). The Agency is responsible for proper review of the fulfilment of the qualification criteria by potential students.

2.4 The Agency shall, at its sole discretion, estimate when the number of qualified potential students who have requested to take an entrance examination for study at the English Study Programmes (hereinafter referred to as "**Qualified Applicants**") is sufficient to request the Faculty for its participation at the entrance examinations. In such a case, the Agency shall:

(i) provide the Faculty with the details regarding Qualified Applicants together with all supporting documents in electronic copies. All the documents shall be in English language unless otherwise requested by the Faculty; and

(ii) propose to the Faculty at least two different dates and times for the entrance examination with reasonable time limits. The latest date shall not be set for a later date than 30 June as regards the entrance examinations for the English Study Programmes starting the next academic year.

2.5 Upon agreement on the entrance examination date and time, the Agency shall make all arrangements necessary for conducting the entrance examinations with the assistance of authorized personnel of the Faculty. The entrance examinations shall be held at the place

of the Agency's registered seat (as of the date of execution of this Agreement) or at any other place agreed by the Parties. The Agency bears all costs related to the entrance examinations. Upon prior written agreement of the Parties, the entrance examinations may be conducted in the premises of the Faculty in Olomouc, Czech Republic and, in such a case, the Faculty shall not be entitled to require the Agency to pay any rent related to the usage of premises.

2.6 The Faculty shall notify the Agency about the results of the entrance examinations with identification of students accepted for study to the respective English Study Programme on the basis of entrance examinations (hereinafter referred to as "**Accepted Applicants**"). Acceptance and enrolment to the respective English Study Programme may be subjected to fulfilment of other conditions, especially execution of the Study Contract and payment of the tuition fees. The Agency acknowledges that the Faculty's decision is based upon its sole discretion. The Agency shall communicate the results of the Faculty's decision to Accepted Applicants and Qualified Applicants who were not accepted for study by the Faculty, unless they were told directly by the Faculty. The Agency shall provide the Accepted Applicants with all information received from the Faculty related to enrolment and study in the respective English Study Programme and requirements which the Accepted Applicants must fulfil in order to be enrolled.

2.7 The Agency shall mediate negotiations of the Study Contract with Accepted Applicants for the respective English Study Programme if requested by the Accepted Applicant or by the Faculty.

2.8 The Agency shall as part of its services provide the Accepted Applicants with guidance on the actual process of relocating to the Czech Republic, accommodation and on other requirements related to the studies at the Faculty.

2.9 The Agency shall provide the same services to potential students and Qualified Applicants redirected to the Agency by the Faculty (see Article 3.5 hereof).

3. RIGHTS AND OBLIGATIONS OF THE FACULTY

3.1 The Faculty shall guarantee due accreditation of the English Study Programmes, adequately qualified teaching staff, portfolio of English language books and study materials available for purchase at Faculty facilities, adequate laboratory facilities and sufficient equipment for students of the English Study Programmes. The Faculty guarantees that the level of educational standards in English Study Programmes are equivalent to the respective study programmes provided by the Faculty in the Czech language. The Faculty will issue the academic titles Doctor of Dental Medicine (MDDr.) and Doctor of Medicine (MUDr.) to all students who successfully complete their studies at the Faculty.

3.2 The Faculty shall provide the Agency with all information relevant to and presentation materials (brochures, pamphlets etc., if applicable) regarding the English Study Programmes, if requested by the Agency.

3.3 The Faculty shall determine the extent and the method of administration of the entrance examinations and prepare the examination test forms. Nevertheless, the same level of difficulty of entrance examination shall be guaranteed for all applicants in the any one academic year. The entrance examinations conducted in the English language may include a written test and/or oral interview especially in Chemistry, Biology, Physics, Mathematics and/or the English language.

3.4 The Faculty shall guarantee admittance of all Qualified Applicants who pass the entrance examinations and sign the Study Contract to the respective English Study Programme (subject to fulfilment of other conditions stipulated in this Agreement and/or the Study Contract). The Study Contract shall, inter alia, govern the tuition and other rights and duties of the student and list his/her compulsory medical examinations and vaccinations.

3.5 The Faculty shall be entitled, but not obliged, to redirect any potential student or Qualified Applicant who contacts the Faculty prior to establishing any relation with the Agency directly to the Agency. In such a case, the Agency has a right for the respective fees under Article 5.2 hereof.

4. DECLARATIONS OF THE FACULTY

4.1 The Faculty hereby authorizes the Agency to promote the Faculty and advertise English Study Programmes while maintaining the highest standards of ethics and honesty, being careful at all times to present the proper image of the Faculty and the English Study Programmes.

4.2 The Faculty hereby declares the following qualification requirement for applicants to be valid as of the date of this Agreement's execution:

(i) Presentation of official secondary school graduation certificates in English language. The Faculty shall be provided with a copy of graduation certificates of all Accepted Students either in electronic or paper form no later than 31 August of the respective calendar year. Accepted Students shall present original graduation certificates to the Faculty at the official enrolment to the respective English Study Programme;

(ii) The Agency shall notify the Faculty about the types of secondary education applicable to potential students and the Faculty has the right to refuse to recognize a specific notified education as fulfilling the requirements for eligible secondary education;

(iii) Compliance with mandatory health status and vaccination requirements for foreign students studying and residing in the Czech Republic. Furthermore, the applicants must comply with all health requirements as communicated by the Faculty to the Agency;

(iv) Compliance with other mandatory requirements set forth by the legislation and authorities in the Czech Republic and the European Union or by internal directives of the Faculty or Palacký University Olomouc.

4.3 The Faculty hereby declares the single entrance examination fee of CZK 690 for processing applications and testing Qualified Applicants to be valid as of the date of execution of the Agreement by the Parties.

4.4 The Faculty hereby declares the following tuition fees policies to be valid as of the date of execution of the Agreement by the Parties:

(i) Tuition fees for the Dentistry Study Programmes of EUR 11 800 p.a. and the General Medicine study programme of EUR 10 500 p.a. shall remain constant during the regular study term;

(ii) The tuition fee shall be paid by the student directly to the Faculty no later than 20th September of the respective academic year (i.e. as of the start of the respective academic year) unless agreed otherwise in the Study Contract;

(iii) The Faculty shall be entitled to charge a contractual penalty for late payment of tuition fees, temporarily suspend the student from the respective English Study Programme, refuse to issue the transcript and, in exceptional cases, to terminate the studies of the student;

(iv) Extra tuition fees shall be charged for prolongation of the standard study term for reasons not caused by the Faculty (for example, prolonged illness, failure to pass examinations etc.);

(v) Detailed tuition fees policies shall be specified in the Study Contract for the respective English Study Programme and internal directives of the Faculty.

4.5 The Faculty shall be entitled to update any information under Articles 4.2 to 4.4 hereof by a notice to the Agency. For the avoidance of doubts, this includes the possibility to change the amounts of yearly tuition fees for the English Study Programmes for new students.

4.6 International students who study at the Faculty are bound to follow the applicable Study and Examinations Code of the Palacký University Olomouc and Deans Guideline to the Study and Examinations Code applied at the Faculty. During their stay in the Czech Republic, international students are subject to the laws of the Czech Republic and the European Union.

4.7 The Faculty is prepared to secure hostel accommodation for accepted students. The rent is not part of the tuition fee and conditions of such student accommodation shall be agreed separately between the Halls of Residence of the Palacký University Olomouc and the Accepted Applicant.

5. PAYMENT CONDITIONS

5.1 The Agency shall bear all costs related to the subject matter of the Agreement, the related services and the obligations set forth by this Agreement, and reimburse personnel of the Faculty authorized to conduct the entrance examinations for reasonable travel and accommodation expenses.

5.2 The Agency shall be entitled to a payment of an agency fee for each Accepted Applicant who enrolled to the respective English Study Programme through the Agency consisting of 10% (and in case of students redirected to the Agency by the Faculty under Article 3.5 hereof, 7%) of the tuition fee for the first year of the respective English Study Programme, provided that the Accepted Applicant effected such payment. The agency fee is payable within 60 calendar days after the respective Accepted Applicant effected the payment of his/her tuition fee for the first year, unless agreed in written otherwise by the Parties. The Agency is not entitled to receive any other fees, payments, reimbursement or damages from the Faculty under or in connection with this Agreement or the English Study Programmes.

5.3 The Agency shall be entitled to collect fees for its services from potential students at its sole discretion.

5.4 Single entrance examination fees shall be collected from Qualified Applicants before attending the entrance examination by the authorized personnel of the Faculty or, upon prior agreement of the Parties, by the Agency on behalf of the Faculty. In the latter case, the Agency shall transfer collected entrance examination fees to the Faculty within 30 calendar days from the respective entrance examination date or the Faculty may set off such fees against the payment to the Agency under Article 5.2 hereof.

5.5 Detailed terms of payment shall be agreed by the Parties.

6. TERM AND TERMINATION OF THE AGREEMENT

6.1 This Agreement is concluded for an indefinite period. It becomes effective on the date when this Agreement is published in the Register of Contracts.

6.2 Each Party shall be entitled to terminate this Agreement at its sole discretion with a 90 calendar day written termination notice.

6.3 In the event of termination under Article 6.2 hereof, neither Party shall be entitled to any termination payments, compensations or indemnification whatsoever. Nevertheless, the Parties shall agree on conclusion of any pending or unresolved financial matters regarding

the Agency fees under Article 5.2 or entrance examinations fees under Article 5.4 hereof arising from or in connection with this Agreement without any unreasonable delay upon reception of the termination notice.

6.4 In the event of termination under Article 6.2 hereof, the Faculty shall guarantee continuation of the regular course of studies for all Accepted Applicants enrolled in English Study Programmes through the Agency.

7. COMMUNICATIONS

7.1 All communications between the Parties with respect to this Agreement shall be carried out electronically to the following e-mail addresses, unless this Agreement expressly requires usage of a written form or the written form is requested by any Party for the particular communication:

If to the Agency:
futureDOCTOR GmbH
Strobelgasse 2
1010 Vienna
Austria
To the attention of [redacted]
E-mail: [redacted]
Tel. [redacted]

If to the Faculty (cumulatively):
[redacted]
Palacký University Olomouc, Faculty of Medicine and Dentistry
Hněvotínská 3, 775 15 Olomouc
Czech Republic
E-mail [redacted]
Tel.: [redacted]

and

[redacted]

Palacký University Olomouc, Faculty of Medicine and Dentistry

Hněvotínská 3, 775 15 Olomouc

Czech Republic

E-mail: [redacted]

Tel. [redacted]

7.2 All communications to the Faculty shall be carried out to both of the above persons (Liaison Officers) at the same time. The Faculty hereby declares that the above persons (Liaison Officers) shall be responsible for communication with the Agency.

7.3 The Parties shall confirm reception of any communication if requested by the other Party. Any notice, request, demand or other communication to be given or made under this Agreement shall be deemed to have been delivered, (i) in the case of any notice, request, demand or other communication given or made by facsimile upon receipt of the appropriate answerback, and (ii) by personal delivery when delivered, unless in any such case this shall be outside normal business hours (i.e. after 5 pm CET) whereupon such delivery shall be deemed to take place at the commencement of the next business day, and (iii) in the case of any notice, request, demand or other communication given or made by letter when delivered.

7.4 Unless otherwise agreed by the Parties in writing, written communications delivered hereunder shall be in the English language. If a Party receives illegible or incomplete documents, it shall inform the other Party of such fact without delay in the same form of communication.

7.5 If the contact details of either Party change in the course of the performance of this Agreement, such Party shall without any delay inform the other Party of such change and shall specify the new contact details. Any change of such contact details shall be binding against the other Party after it is delivered.

8. MISCELLANEOUS

8.1 Each Party represents and warrants to the other Party that the execution of this Agreement has been duly authorised by all necessary corporate actions of that Party and that the persons signing this Agreement on behalf of that Party are duly authorised to do so.

8.2 This Agreement is governed by, and shall be construed in accordance with, Czech law, namely Act No. 89/2012 Coll., the Civil Code, as amended. Provisions of the Civil Code which regulate payment of agency fees (Section 2447, Article 1, and Sections 2448 and 2450) shall not be applicable, since these rules are subject to complex regulation in this Agreement.

8.3 Any disputes arising from or in connection with the Agreement shall be finally settled by the Czech court locally competent to the registered office of the Faculty as of the date of the execution of this Agreement.

8.4 If at any time any provision of the Agreement is or becomes invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect or impair the validity or enforceability of any other provision of the Agreement. The Parties shall negotiate, in good faith, to replace the provision which is or becomes invalid or unenforceable by an alternative provision reflecting the Parties' original intentions.

8.5 The failure of the Faculty to exercise or delay in exercising a right or remedy provided by this Agreement does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement by the Faculty prevents further exercise of the right or remedy or the exercise of another right or remedy available to the Faculty.

8.6 The Agency takes note of the fact that in relation with Act No. 340/2015 Coll., on Special Conditions for the effectiveness of Certain Contracts, the Publication of these Contracts and the Register of Contracts, as amended, the Faculty is obliged to publish this contract and its possible amendments in the register of contracts. The Agency agrees with publishing all details of the contractual relationship.

8.7 Any changes or amendments hereto shall be in the form of ascending sequence of written amendments signed by both Parties which shall become an integral part hereof.

8.8 This Agreement is executed in two (2) counterparts, one (1) of which shall belong to the Agency and one (1) of which shall belong to the Faculty, each of which is an original and which together have the same effect as if each Party had signed the same document.

The Parties, having read this Agreement, herewith confirm that its content, commitments, representations, rights and obligations correspond to their true, serious and free will and that this Agreement has been entered into after mutual negotiations. In witness thereof, the Parties attach their signatures and, acting through their duly authorized representatives, have signed this Agreement and caused this Agreement to be executed.

For and on behalf of the **Faculty**, Palacký University Olomouc, Faculty of Medicine and Dentistry

In Olomouc on - 8 -03- 2021

Signature [redacted]

Name Prof. MUDr. Josef Zadražil, CSc.

Title Dean, Palacký University Olomouc, Faculty of Medicine and Dentistry

For and on behalf of the **Agency**, futureDOCTOR GmbH

In Vienna on 25.02.2021.

Signature [redacted]

Name

Title