

## ProjeFramework agreement for the provision of vocational cou

Closed between:

### Masaryk University

with registered office: Žerotínovo náměstí 9, 601 77 Brno, Czech Republic

### Faculty of Medicine

at: Kamenice 753/5, 625 00 Brno-Bohunice, Czech Republic

ID: 00216224

TIN: CZ00216224

represented by: prof. MUDr. Martin Repko, Ph.D., Dean  
(hereinafter referred to as "FM MU")

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### MCI Suisse SA

with registered office: Rue du pré Bouvier 91242 Satigny, CH-12-1242 Geneva, Switzerland

TIN: CHE-110-136-541

represented by: Helena Šamová, Project Manager  
(hereinafter referred to as the "Company")

## I. Subject of performance

- 1) This Agreement regulates the relations between FM MU and the Company in implementing cadaveric courses organised by FM MU (hereinafter referred to as the "Course").
- 2) The Company undertakes to pay FM MU the price for the services duly rendered in accordance with the price offer of FM MU provided on the basis of this Agreement and under the terms and conditions set out in this Agreement.

## II. Procedure for concluding partial orders

- 1) Individual Courses will be implemented based on orders from the Company. Each individual order shall be deemed a separate contract ("Order").
- 2) Before issuing an order, the Company will contact FM MU with a request to arrange the Course according to the Company's specifications. Based on this request, FM MU will send the Company a *quotation* for the requested Course.
- 3) The Order, issued in accordance with the price offer of FM MU, is a proposal for the conclusion of a Contract under the terms and conditions defined in this Agreement. FM MU will confirm receipt of the Order within five working days after its receipt by e-mail to the Company's e-mail address [redacted]. Delivery of the confirmation shall be deemed to be acceptance of the proposal and the moment of conclusion of the Contract. In case of doubt, the Order shall be deemed to have been received by the Company on the next working day after the Order has been sent in accordance with this Article. An Order with a total value of up to and including CZK 50,000, excluding VAT, shall become effective upon receipt of the Company's confirmation. The effectiveness of an Order with a total value of more than CZK 50,000.00, excluding VAT, shall commence at the moment of publication of the Order together with the confirmation of FM MU

in the Register of Contracts in accordance with Act No. 340/2015 Coll. of the Czech Republic, on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (the Register of Contracts Act), as amended.

- 4) The persons authorised to sign/confirm the Order under this Agreement are on the part of FM MU:
  - a. for Orders up to 50.000,- CZK without VAT:
    - i. Head of the Anatomical Institute, Faculty of Medicine, MU
  - b. for Orders over 50.000,- CZK without VAT:
    - i. Secretary of FM MU
- 5) The Parties agree that when concluding Contracts for partial performance, the FM MU shall be deemed to have confirmed the Order in writing also if the confirmation is made from the e-mail address specified in Article II, paragraph 6 of this Agreement.
- 6) The Company will send individual Orders for performance under this Agreement by e-mail to FM M [REDACTED]
- 7) The Order must contain at least:
  - a. Name of the Agreement: Framework agreement for the provision of vocational courses
  - b. Date of issue
  - c. Order number assigned by the Company
  - d. Definition of the subject of performance (specification of the Course and the date of the Course)
  - e. Contact person of the Company
  - f. Identification of FM MU
  - g. Unit price in CZK without VAT
  - h. Total prices in CZK without VAT, the amount of VAT in CZK and the total price in CZK, including VAT
  - i. Signature of authorised person of the Company
- 8) The Company may cancel or modify the Order up to 30 days prior to the Course. Subsequent changes to the Order can only be made with the consent of FM MU.
- 9) The Company acknowledges that FM MU is entitled to refuse the Order for capacity, technical or personnel reasons.
- 10) FM MU is entitled to withdraw from an effective Order with immediate effect until the date of the Course by sending the withdrawal to the Company's e-mail address specified in Article II, paragraph 3 of this Agreement. FM MU may withdraw from an Order under this paragraph only in the event of unforeseeable technical or personnel reasons.

### **III. Rights and Obligations of the Parties**

- 1) FM MU undertakes:
  - a. to provide the Course in a proper and timely manner, i.e. at the time agreed with the Company, premises for the Course with pre-agreed content including dissection material,
  - b. to provide experienced teachers for the theoretical content of the Course (at least one teacher/Course),
  - c. prepare syllabi and other material for theoretical lectures for the needs of the Course participants.
- 2) The Company undertakes:
  - a. to send an Order for the Course with a binding number of participants at least 30 days before the Course is held, unless otherwise agreed between the parties,

- b. to pay FM MU the agreed price for the duly provided Course on time.
- 3) FM MU does not provide accommodation for participants as part of the Course.
- 4) Courses will be provided so that they do not interfere with regular teaching at FM MU.
- 5) The Parties further jointly declare that they will comply with all applicable laws protecting the personality whose remains will be used for the Course. The Company shall be liable for any violation of such regulations by the Course participants.
- 6) The Parties further agree that in the event of the validity of extraordinary epidemiological or quarantine measures effectively preventing the organisation of the Course, they will agree without undue delay, under the terms of this Agreement, to an alternative date for the organisation of the Course. For Course Orders up to CZK 50,000, the Parties are entitled to agree on a change of date verbally; for Course Orders above CZK 50,000, the Parties shall agree on a change of date by means of a written amendment to the relevant Order.

#### **IV. Price and payment terms**

- 1) The price for individual Courses, including all FM MU costs, will be determined by an individual quotation in accordance with the Company's requirements for the specifics of the requested Course.
- 2) FM MU shall send the Company a tax receipt for payment of the Course price no later than 14 days from the effective date of the Order to the e-mail address specified in Article II, paragraph 3 of this Agreement.
- 3) The Company undertakes to pay the price set out in Article IV(1) of this Agreement by transfer to the bank account of FM MU based on a tax document within 15 days of its issue.
- 4) Value-added tax (VAT) will be charged according to the legislation in force on the date of the taxable transaction.

#### **V. Privacy Policy**

- 1) FM MU undertakes to process the personal data of participants in the Course in accordance with Act No. 110/2019 Coll., on the processing of personal data and Regulation (EU) No. 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 repealing Directive 95/46/EC (General Data Protection Regulation).
- 2) The Company undertakes to provide FM MU with the personal data of the Course participants in the following scope: name, surname, title and employer of the participant (hereinafter referred to as "personal data"). The Company is also obliged to inform the participant of the transfer of their personal data to FM MU for the purpose of their participation in the Course.
- 3) FM MU will process the personal data of the course participants for the time necessary for the organisation of the Course.
- 4) Course participants are entitled to request access to their personal data, rectification or erasure of personal data, as well as restriction of the processing of personal data, the right to portability and the right to provide a copy of the processed personal data and the right to object to the processing of personal data and to file a complaint with the Office for Personal Data Protection or to apply to the court. All of the above rights may be exercised by the Course participants in writing via the e-mail address referred to in Article II(6) of this Agreement.

- 5) In case of need, participants of the Course are also entitled to contact in writing the Data Protection Officer appointed by Masaryk University at: [poverenec@muni.cz](mailto:poverenec@muni.cz).

#### VI. Final Provisions

- 1) This Agreement is governed by the law of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code.
- 2) All disputes arising out of and related to this Agreement shall be heard by the competent court of the Czech Republic in Brno.
- 3) The Parties are entitled to terminate this Agreement in writing without giving reasons. The 30-day notice period shall commence on the first day of the calendar month following the delivery of the notice to the other Party. For the avoidance of doubt, the notice of termination shall be deemed to have been delivered to the other Party on the fifth working day following its delivery to the postal service provider.
- 4) This Agreement shall enter into force on the date of its signature by both parties and shall become effective on the date of its publication pursuant to Act No.340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (Act on the Register of Contracts).
- 5) The Parties declare that they understand that the FM MU is an obliged entity under the Act on the Register of Contracts. The Parties declare that they agree that the Agreement and any amendments thereto will be published by FM MU in the Register of Contracts in accordance with the Act on the Register of Contracts.
- 6) The Parties declare that they have agreed in advance which parts of the Contract will not be published in the Register of Contracts. Suppose the Contracting Parties do not publish part of the Contract in the Register of Contracts in accordance with the Act on the Register of Contracts. In that case, they do so in order to protect their legitimate interests.
- 7) This Agreement is drawn up in two copies, each of which shall be valid as an original.
- 8) The Parties declare that they have carefully read the contents of this Agreement before its conclusion and that it was concluded on the basis of their true and free will, on the basis of true information, including the location of the Courses, and not under duress or on manifestly unfavourable terms.

In Brno on

22-09-2022



for the Faculty of Medicine MU  
prof. MUDr. Martin Řepko, Ph.D.

Dean of FM MU

In Prague on 05/09/2022



for MCI Suisse SA  
Helena Šamová  
Project Manager

