

## Results Based Partnership Agreement

This agreement ("Agreement") with Effective Date 23 December 2022 is between:

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

and

University of Ostrava, having its registered address at Dvořákova 7, 701 03 Ostrava, 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

"**Agreement 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 Studyportals platforms;

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

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

"**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/>).

"**Referral**" means a visitor of any of the Studyportals' 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 Studyportals for the performance of any applicable Studyportals' 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.

### 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 be published.

## **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 until the Campaign End Date 22 December 2023. As a result, Institution's programme's exposure level in the search results as well as branding advantages of having a premium listing may be affected.
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).

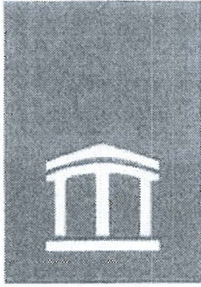
## **Article 5 Term, Campaign and Termination**

### Term

- 5.1 The term of this Agreement shall commence at the Agreement Effective Date (the "Initial Term") and shall continue for a period of 12 months.

### 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 Start Date and the budget are specified in the Work Order.
- 5.4 Additional Campaigns with dedicated budget can start at any moment during the Term of the Agreement, via an additional Work Order.



#### Termination

- 5.5 The effect of termination of an Agreement shall be that Institution shall solely be obliged to pay for the actual value delivered until the date of termination.
- 5.6 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/dfa>) 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 Orders, Data Processing Agreement (<https://www.studyportals.com/dfa>), 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 Orders); (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

This Agreement is governed by, and construed in accordance with, the laws of The Netherlands, 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 The Netherlands.

This offer is valid until 31 December 2022

INSTITUTION	STUDYPORTALS
Date: 15-12-2022	Date: 15/12/2022
Name: JAN LATA	Name: JAROSLAV C. TO
Title: REKTOR OSTRAVSKÁ UNIVERZITA Rektorát Dvořákova 7 / 701 03 Ostrava www.ou.cz	Title: EMEA BU MANAGER
Signature: _____	Signature: _____



**PART B** Work Order (#RBP06122022-03)

This Work Order, dated 06 December 2022 is between **Institution**, and Studyportals BV, ("**Studyportals**"), with its registered office at Klokgebouw 280, 5617 AC Eindhoven, The Netherlands, is an integral part of and is subject to the Results Based Partnership Agreement with Effective Date 23 December 2022 and SP-reference number: #RBP06122022-03 and its General Terms and Conditions.

<b>Studyportals details</b> accountsreceivable@studyportals.com T: +31 (0) 40 292 0060 F: +31 (0) 40 292 0075 CoC registration nr. 769.39.219 VAT registration No: NL 860.847.160.B01	<b>Studyportals' Bank details</b> Rabobank Account No: 1306.98.318 IBAN: NL12 RABO 0130 6983 18 Swift/BIC: RABONL2U Sort code: 1512	<b>Studyportals' Bank address</b> Rabobank, Branche Tilburg e.o. Sporlaan 300 5017JZ Tilburg The Netherlands Tel. +31 (0) 13 537 99 11
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Contact Details			
<b>Institution Address:</b> Dvořákova 7 701 03 Ostrava Czech Republic	<b>Institution Contact</b>		<b>Billing Address:</b> Dvořákova 7 701 03 Ostrava Czech Republic  PO number: ..... VAT number: CZ61988987
	<b>Name:</b>	Markéta Mikova	
	<b>Tel:</b>	+420 553 461 079	
	<b>Email:</b>	marketa.mikova@osu.cz	

Result-based Partnership			
Agreement effective date	23 December 2022	Agreement duration	12 months
Campaign start date	23 December 2022	The campaign will run until the allocated budget has been delivered <input checked="" type="checkbox"/> Spread campaign exposure until desired end Date 22 December 2023.	
Agreement renewal	No	Renewal term	N/A

Campaign budget and prices	
<b>TOTAL BUDGET</b> An extra 5% will be provisionally added to your total budget for free, increasing it to <b>€3,360.</b>	<b>€3,200</b>
<b>Premium Listing Campaign</b>	
<b>Non-geotargeted 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> <li>Super Premium Listing (max. 3 per sub-discipline)</li> </ul>	<ul style="list-style-type: none"> <li>€ 4.00</li> <li>€ 3.35</li> <li>€ 5.60</li> </ul>
<b>Geo-focused 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> <li>Super Premium Listing (max. 3 per sub-discipline)</li> </ul>	<ul style="list-style-type: none"> <li>€4.40</li> <li>€3.69</li> <li>€6.16</li> </ul>



<b>Included in the Campaign</b>	
<p><b>Premium Listing</b> Six of your English-taught degree programmes listed with Studyportals, on the relevant portal(s):</p> <p><b>Specific levels or programmes included</b>  <input type="checkbox"/> Masters <input checked="" type="checkbox"/> Bachelors <input checked="" type="checkbox"/> PhD <input type="checkbox"/> Short Courses <input checked="" type="checkbox"/> Preparation Courses Programs</p>	☒
<p><b>Geo-targeting</b> Institution can choose to use geo-focusing to increase the percentage of referrals coming from selected countries at the above-cited cost per referral.</p>	
<p><b>Campaign calibration</b> Campaign exposure is to be spread over the period from the Campaign Start Date until 22 December 2023.</p>	☒
<p><b>University Premium Profile</b> Detailed information about the university, includes selected promotional content, a media gallery, and integrated social media links and buttons.</p>	☒
<p><b>Data administration</b> Studyportals will insert and update Institution's programmes information from a source of your choosing.</p>	☒
<p><b>Monthly report of results</b> Detailed statistics for each programme, including a geographical breakdown of visitors.</p>	☒

