



Partnership (Cooperation) Agreement

concluded in compliance with § 1746 Paragraph 2) of the Act No. 89/2012 Coll., Civil Code, as subsequently amended (hereinafter referred to as "Civil Code"), between the following contracting parties:

Tomas Bata University in Zlín

Public higher education institution established in compliance with the Act No. 404/2000 Coll., on the Establishment of Tomas Bata University in Zlín

Registered office: nám. T. G. Masaryka 5555, 760 01 Zlín

Identification Number: 70883521

Tax Identification Number: CZ70883521

Bank details: Komerční banka, a.s., branch Zlín, bank account No.: [REDACTED]

Represented by Prof. Mgr. Milan Adámek, Ph.D., Rector

Person in charge of implementation [REDACTED]
(hereinafter referred to as the "University")

and

Amazon Logistic Prague, s.r.o.

Registered office: K Amazonu 235, 252 61 Dobroviz

Identification Number: 01380991

Tax Identification Number: CZ01380991

Represented by Ing. Jan Vavřík, Executive Director

Registered in the Companies Register maintained by the City Court in Prague, Section C, File No. 205505

(hereinafter referred to as the "Partner")



as follows:

I Introductory provisions

- 1) By signing this Agreement, Tomas Bata University in Zlín as a significant educational and R&D institution which has considerable specialist knowledge and potential in a number of scientific disciplines, which, among others, provide a theoretical base for specific activities carried out by the Partner, and the Partner, which has considerable practical experience and an extensive know-how in many fields, particularly in logistics, warehouse operations and automations, undertake to establish a long-term strategic partnership the main purpose and goal of which is the implementation of mutual interest of the Partner and the University, i.e. to ensure permanent development and prosperity of each institution, to maintain and improve their competitiveness in the Czech Republic and abroad, as well as of the mutual interest in contributing to an enhancement of the general benefit by active participation in R&D activities, in innovation processes and in the development of scientific disciplines within the scope of their competence.
- 2) During the performance of activities aimed to fulfil the purpose of the partnership, the contracting parties undertake to strictly adhere to the principles of equal status of the parties, of protecting and spreading of the reputation of their institution and of the reputation of the contracting partners, as well as to the ethical rules based on the "Charter of Fundamental Rights of the European Union" and applied in the EU in the sphere of R&D activities.

II Areas of cooperation

The contracting parties have agreed to cooperate particularly in the following spheres:

- Cooperation aimed at increasing the employability of graduates from TBU in Zlín
- Joint activities focusing on improvement in the quality of the educational process implemented by TBU and education of the Partner's employees

- Selection of suitable students of the University and support of the general development of the selected students
- Provision of innovation opportunities offered at the University and suitable for the Partner
- Cooperation during the transfer and application of new knowledge in industrial practice

III Forms of cooperation

- 1) The basic forms of cooperation shall be based on direct personal contact between experts – employees of the contracting parties and/or on contact between working teams.
- 2) For the purpose of cooperation between the contracting parties, working teams consisting of experts representing the respective contracting party may also be established, and that both in order to work on particular tasks and to carry out long-term joint R&D and other activities. The participation in these joint teams does not affect the current labour law relations of the members of the teams, unless agreed otherwise.

IV Rights and obligations of the contracting parties

- 1) The Partner undertakes to:
 - a) Use the professional/expert R&D potential of staff and students at various levels of studies at the individual faculties of the University for the implementation of selected development and innovation programmes of the Partner.
 - b) Enable its employees to work as external teachers, as reviewers of Bachelor's, Master's and doctoral theses and/or as members of expert committees or advisory boards of the University and its faculties, and that to such an extent that they are not restricted in the performance of their professional duties.
 - c) Contribute to the teaching of selected subjects (course units) offered at the University and consider possible employment of graduates from the University with the Partner organisation, and that e.g.
 - By giving the Partner's opinion on the content of the curriculum of a subject (course unit).
 - Through selection of employees of the Partner organisation who are qualified to teach specialized sections in selected subjects (course units).
 - d) Promote studies in selected specializations at the University, and that during meetings with students and through other activities such as evaluation and rewarding of the best theses/papers written by students and dealing with the sphere of business activities of the Partner.
 - e) Enable annually selected TBU students (hereinafter referred to as the “students”) to participate in specialized internships (specific details of the internship, the selection of students and other details of the internship shall be regulated by a tripartite contract signed by all parties involved).
 - f) In case of interest and in the event that an Implementing Agreement is concluded in accordance with the contractual conditions published on the website of TBU, use the job portal run by the TBU Job Centre (www.jobcentrum.utb.cz).
- 2) The University undertakes to:
 - a) Actively cooperate during the implementation of development and innovation projects in the Partner organisation, and that through participation of its academic and R&D staff.
 - b) Continuously provide the Partner with the latest information about the activities of the University, about graduate profiles and the graduates' level of knowledge.
 - c) Give the Partner room and opportunity to continuously present and promote the Partner organisation at the University.
 - d) Provide the Partner with the University's equipment and know-how in the field of Lifelong Learning (e.g. in case of a specific requirement, to offer specialized postgraduate courses for selected groups of staff of the Partner organisation).

- e) Enable the Partner to present an offer of jobs for graduates from the University; upon mutual agreement enable the Partner to make direct contact with students interested in getting a job with the Partner organisation.

V Sensitive information, industrial rights

- 1) The contracting parties are entitled to explicitly use the following types of information in order to fulfil their obligations arising from this Agreement or from the relevant Implementing Agreement: All technical, organizational and financial information provided or made available between the contracting parties in relation to the performance of this Agreement or of any Implementing Agreements and which
 - a) are explicitly marked as confidential information by any of the contracting parties and/or
 - b) are categorized as confidential information in accordance with the provision of § 1730 Paragraph 2 of the Civil Code or
 - c) are categorized as a trade secret in accordance with § 504 of the Civil Code,
 - d) may be considered confidential by one of the contracting parties due to the nature of their content(hereinafter jointly referred to as “**sensitive information**”).
- 2) The contracting parties are obliged to protect sensitive information against misuse by third parties. Therefore, the contracting parties undertake, in particular, not to disclose sensitive information to third parties without previous express written consent given by the other contracting party. The contracting parties are allowed to give sensitive information without consent given by the other contracting party to those employees only who participate in the performance of this Agreement or of the relevant Implementing Agreement, and that only to the extent absolutely necessary. The contracting parties are required to use suitable legal instruments in order to ensure that their employees follow the agreed measures aimed at the protection of sensitive information.
- 3) The duty to protect sensitive information in accordance with the preceding Paragraph continues after the validity period of this Agreement has expired (regardless of the reasons for the termination), however, no longer than until the information in question become common knowledge or are not subject to trade secret any more, due to a decision by their owner or due to a different reason than through violation of this Agreement.
- 4) A case when any of the contracting parties is obliged to disclose sensitive information to authorized persons in accordance with the relevant legal regulation or decision issued by a relevant state authority is not considered a breach of the obligations specified in Paragraph 2) and 3) of this Article.
- 5) Results of R&D activities obtained during the performance of this Agreement and/or of Implementing Agreements concluded later on, except for jointly implemented projects funded from public resources and except for cases when the parties agreed otherwise, shall be used by the contracting parties jointly, under conditions favourable for both parties. The manner and conditions of commercial use of the results of joint R&D activity done by the participating parties by third parties must be in advance agreed by both contracting parties, including an agreement on the share of the yield. The contracting parties undertake not to enter into a licence contract or into a similar contract with a third party before fulfilling this condition specified above. The use of results of jointly implemented projects funded from public resources is regulated by legislation and by conditions set out by the provider.
- 6) The contracting parties can publish and/or use knowledge gained during R&D activity in educational and pedagogical activities without limitations in accordance with this Agreement, provided that such use does not potentially endanger the protection of the results of joint R&D activity (e.g. patentability), does not infringe copyright and/or other authorship rights in an illegal manner or does not break the duty of information non-disclosure in compliance with this Agreement. Publication of results and/or the use thereof in educational and pedagogical activities exceeding this scope is possible only with previous written consent given by the relevant contracting party.

- 7) All works created by students based on the tasks assigned in accordance with Article IV Paragraph 1) Letter e) of this Agreement are school works in compliance with and as defined in the Act No. 121/2000 Coll., on Copyright, as amended, including all consequences following from it and concerning procedures regarding property rights on school works, in particular the consequences for their use.

VI Protection of personal data

- 1) This Article of the Agreement regulates the mutual rights and obligations of the contracting parties with regard to the processing of personal data that occurs in connection with the performance of the subject matter of this Agreement. In connection with the protection of personal data, the contracting parties are obliged to comply with all obligations arising from legal regulations valid and effective in the territory of the Czech Republic.
- 2) The contracting parties declare that they are able to provide the protection of personal data by means of ensuring technical and organizational security. In this context, the contracting parties undertake in particular to adopt all measures to prevent unauthorized or accidental access to personal data, their alteration, destruction or loss, as well as their misuse, and measures relating to work with the relevant information systems, defining a limited group of persons who may handle personal data, including ensuring their confidentiality of data, which they have learned of in the course of the processing of personal data, provision of rooms and computers with databases protecting against intrusion by third parties, i.e. security locks, computer passwords, antivirus programs, security backups and other appropriate tools. In the event of any personal data security breach, the Processor is obliged to send information about such a breach to the Controller without undue delay in accordance with the relevant legal regulations. Information about such a breach must include:
- a) Description of the nature of the personal data security breach, the categories and approximate number of Data Subjects concerned, and the categories and approximate number of personal data records concerned.
 - b) Name and contact details of the Data Protection Officer.
 - c) A description of the likely consequences of a personal data security breach.
 - d) A description of the measures adopted or proposed to be adopted to respond to a breach of personal data security, including measures to mitigate potential adverse impacts, if applicable.
- 3) The contracting parties further undertake to:
- not to misuse personal data for any purpose other than that specified under this Agreement;
 - take all control and protection measures with professional care in order to protect personal data;
 - observe all control and protection measures with professional care in order to protect personal data;
 - respond promptly to the requests submitted by the Data Subjects, inform them about all their rights and, upon request, provide access to information on processing, correction of personal data, blocking, completion; and the contracting parties undertake to inform each other about all such requests; the Processor undertakes to inform the Data Controller of all facts affecting the processing of personal data;
 - report any doubts about compliance with the relevant legal regulations valid and effective in the territory of the Czech Republic or a breach of personal data security;
 - if necessary, provide each other with all possible cooperation in contacts and negotiations with the Office for Personal Data Protection and with Data Subjects;
 - comply with all other obligations stipulated by the relevant legal regulations valid and effective in the territory of the Czech Republic, even if not expressly stated in this Agreement;
 - make all possible efforts to eliminate any unlawful situation in relation to personal data under this Agreement, which would result in a breach of the obligations stipulated by the relevant legal regulations valid and effective in the territory of the Czech Republic by the conduct of the relevant contracting party, immediately after such a situation occurs.

Personal data will be processed only for the period during which this Agreement is valid and effective, however, no longer than for the period during which a specific Implementing Agreement is valid and effective. After the expiry of this period, the personal data will be returned to the Controller without delay or demonstrably disposed of upon a written request submitted by the Controller. The Processor is obliged to discard the personal data no later than 10 days after the receipt of such a request. If there are copies of the processed personal data, the Data Processor is obliged to delete them.

- 4) The Controller is entitled to check the performance of and compliance with any provision of this Article at any time, even without prior notice, and the contractual Partner is obliged to allow such control by the Controller and provide the Controller with all the information necessary to prove that all obligations arising from this Article have been fulfilled.
- 5) All information provided by the contracting parties during the term of this Agreement shall be confidential. The contracting parties undertake not to provide such information to a third party or to use it contrary to the purpose of their provision for the purpose of compliance with this Agreement, unless specified otherwise in this Agreement.
- 6) In the event that the Partner fails to comply with his/her obligations as set in this Article and fails to remedy the breach even after receiving a prior written notice from the University within a reasonable period of time provided by the University for this purpose, the University is entitled to withdraw from this Agreement.
- 7) In the event that damage is incurred by the University as a result of a breach of obligations on the part of the Partner, the Partner is obliged to compensate the University for such damage upon a request submitted by the University and addressed to the Partner.
- 8) The Data Processor is not entitled to further process personal data in any way beyond the scope of this Agreement or in contradiction with the same, or beyond the scope of a specific Implementing Agreement or in contradiction with the same, to involve another Data Processor in the processing or to hand over and transfer the personal data to third parties or to other Data Processors, unless the Data Controller determines otherwise in writing. If the Data Processor processes personal data in violation of or beyond the scope of this Agreement or in violation of or beyond the scope of the Implementing Agreement, it is deemed that the Data Processor does not process personal data for the purposes and to the extent for the Data Controller and the Data Controller does not bear any responsibility for it. In relation to the personal data processed in such a manner, the Data Processor is in the position of a Data Controller with all the responsibilities arising from it.
- 9) The position of the Data Controller and Data Processor, as well as the type and purpose of data processing, the type of personal data and categories of data subjects, and also other essentials not regulated by this Agreement, which are required by the legal regulations valid and effective in the territory of the Czech Republic in the area of personal data protection, in particular those arising from the Regulation (EU) 2016/679 of the European Parliament and of the Council issued on 27 April 2016 on the Protection of Natural Persons with Regard to the Processing of Personal Data and on Free Movement of Such Data, on the Abrogation of the Directive 95/46/EC (General Data Protection Regulation) will be specified in the individual Implementing Agreements or, if required, in a separate agreement on the processing of personal data.

VI Arrangements on Implementing Agreements

- 1) This Agreement is drawn up as a long-term partnership aimed to establish long-term cooperation between the participating parties. The contracting parties jointly declare that in view of the wide range of expected joint activities, as specified above in the provisions of Article II and Article IV, it will be necessary, for individual cases of cooperation, to conclude an agreement that shall specify the rights and obligations of the parties in the given case in detail (in the text of this Agreement, also referred to as the “**Implementing Agreement**”). The commencement of actual cooperation between the parties in a particular case is, therefore, conditional on the conclusion of the relevant Implementing Agreement.
- 2) The Implementing Agreements will represent a separate contractual relation; however, the provisions of this Partnership Agreement will also apply to mutual relations between the relevant participating parties – in addition to the content of the respective Implementing Agreement, unless agreed otherwise by the parties in the Implementation Contract.

VII Contract duration and termination

Any of the participating parties can terminate the Agreement by giving a three months’ notice. The notice of withdrawal must be made in writing and delivered to the other contracting party, otherwise it is not valid. The period of notice starts to run on the first day of the month following after the notice is delivered. A withdrawal from the Agreement does not affect the duty to meet the obligations arising from validly concluded Implementing Agreements.

VIII Contact persons

The contracting parties have approved the following contact persons authorized to conduct the subsequent relevant negotiations related to the performance of the subject matter of this Agreement:

On behalf of the University:

████████████████████
Vice-Rector for Development

Tel: ██████████

E-mail: ██████████

On behalf of the Partner:

████████████████████
Senior Operations Manager

Tel.: + ██████████

E-mail: ██████████

IX Final provisions

- 1) All disputes arising from legal relations established in this Agreement, including disputes arising from the Implementing Agreements concluded later on, shall be preferably settled by negotiation and by mutual agreement. If the participating parties fail to reach agreement on the matter in dispute, any of the parties can submit the dispute to a factually and locally competent court for decision.
- 2) The legal relations between the contracting parties arising from this Agreement and not explicitly regulated in the text of this Agreement are regulated by the Civil Code and by related legal regulations.
- 3) Alterations and improvements to this Agreement can only be made in the form of amendments in writing numbered in ascending order, clearly designated as an Amendment to the Agreement and signed by the authorized representatives of both contracting parties. The appointment of different contact persons in compliance with Article VIII of this Agreement is an exemption from this provision; in the event that a new contact person is appointed, the other contracting party shall be informed about the new contact person in writing without undue delay. No amendment to the Agreement is required in order to appoint a different contact person.
- 4) This Agreement has been drawn up in 2 copies; each contracting party shall receive one copy thereof.

- 5) Should any Article, Paragraph, or provision of this Agreement be not enforceable or not valid, this fact does not affect the enforceability and validity of other provisions of this Agreement. Should any of the Articles, Paragraphs or provisions of this Agreement cease to be valid due to any reason. (particularly due to a contradiction between any of those and the applicable laws and legal regulations), then the contracting parties shall hold consultations in order to agree upon a legally acceptable manner of implementation of the intentions included in that part of the Agreement which ceased to be valid.
- 6) The contracting parties declare that they have read the Agreement in detail, that they have clearly understood the content of the Agreement, agree to all parts of the Agreement and are aware of all rights and obligations arising from this Agreement. As a proof of consent to this Agreement, the contracting parties add their signatures.
- 7) This Agreement comes into force on the day when signed by the authorized representatives of both contracting parties and into effect upon publication in the Register of Contracts in compliance with Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Selected Contracts, on the Publication of Such Contracts and on the Register of Contracts (Act on the Register of Contracts). With regard to this fact, the contracting parties give an explicit consent to the publication of the full text of this Agreement in accordance with the Act on the Register of Contracts.

Zlín, on: 29.2. 2024

On behalf of the University:



Prof. Mgr. Milan Adánek, Ph.D.,
Rector

Kojetín, on: 16.2. 2024

On behalf of the Partner:



Ing. Jan Vavřík
Executive Director

Vavřík
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