

Contract

concluded according to § 1746 of Act No. 89/2012 of the Coll., Civil Code, as amended

The Contracting Parties:


Masaryk University

resident in: Žerotínovo nám. 9, CZ-601 77 Brno,

represented by: prof. MUDr. Martin Repko, Ph.D., Dean of the Faculty of Medicine of Masaryk University, Kamenice 5, CZ-625 00 Brno-Bohunice, Czech Republic

Identification No.: 00216224

Tax Identification No.: CZ00216224



(hereinafter referred to as “the Faculty”)

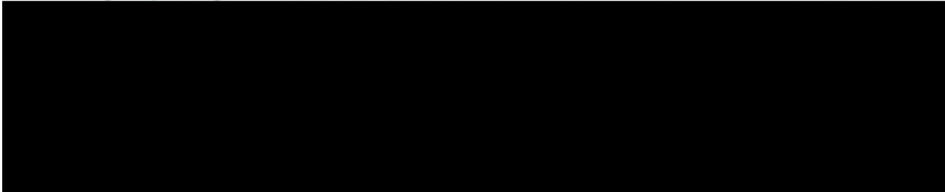
and

CZuni.com s.r.o.

represented by: Mgr. Michal Křížka, executive

address: Petřská 12/1136, 110 00, Praha 1

Company Registration No.: 08619514



(hereinafter referred to as “ Agency”)

have concluded the following agreement:

I.

Subject of the contract

The contracting parties undertake to co-operate in the recruitment of foreign students for **regular studies** of accredited study programmes of the Faculty of Medicine, Masaryk University **in its English language programmes of General Medicine.**

II.

Undertakings by the Contractual Parties

In accordance with the article I. the contracting parties undertake the following:

1. Obligations of the Agency:

1. Agency shall actively promote the Faculty and its study programmes. Agency shall search for potential applicants with excellent learning potential.

2. Agency shall acquaint the concerned applicants with the study programmes carried out at the Faculty, with their plans of studies, the rules of studies and conditions for entrance procedure.
3. Agency shall ensure that the concerned applicants submit all the necessary documents required by the Faculty for the entrance procedure: a submitted online application, certified copies of secondary school reports including the final (school-leaving) certificate, copies of medical certificates of vaccination against Hepatitis B.
4. Agency shall participate in organising the entrance procedure by A) ensuring that the candidates appear for the entrance examinations at the Faculty, or by B) organising the entrance procedure in the candidates' country or any other place agreed by the contracting parties.
5. If the entrance examination is to be held in the place indicated under B), Agency undertakes to take all administrative actions necessary to ensure the progress of the entrance examination, to cover all the expenses associated with its realization, as well as all costs of accommodation for one representative of the Faculty, who shall attend the entrance examinations.
6. The applicants' costs connected with the entrance examinations, including travel expenses and other costs (accommodation, etc.) connected with their travel to the entrance examination and back, shall be settled directly between Agency and the applicants.
7. Agency shall ensure due payment of tuition fees by the admitted students to the Faculty's account. Payment is a prerequisite for the enrolment on studies at the Faculty.
8. Agency shall ensure that the students admitted will appear at the Faculty not later than on the day of the beginning of tuition in the respective academic year.
9. Agency is obliged to process all personal data acquired for the purpose of this contract according to Regulation no. 2016/679 of the European Parliament and of the Council, on the protection of the natural persons with regard to the processing of personal data and the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). If the Agency violates this provision, the Agency is responsible for any damages that might be incurred by the Faculty as a result of such violation.
10. The agency is hereby notified, that the cooperation between the Agency and the Faculty is non-exclusive. The Faculty recruits its students by means of several agencies, some of which, have exclusive cooperation in given territories and countries. The Agency hereby acknowledges, that the Faculty has an exclusive agreement for recruitment within the state of Israel with a third entity.

2. Obligations of the Faculty:

1. The Faculty shall provide Agency with all the necessary information on the conditions of study at the Faculty, including the entrance examination conditions, the detailed descriptions of study programmes (study catalogues). All these materials will be provided in English.
2. The Faculty shall negotiate with Agency at least three months in advance the place and date of the entrance examinations.
3. The Faculty shall send one representative to carry out the entrance examinations if these are to be held outside Brno.
4. The Faculty shall admit successful applicants to regular full-time studies basing on conditions established in article IV.

III. Commission

1. For each student enrolled for studies by means of Agency, the Faculty shall pay Agency a commission in the amount of
 - 10 % of the amount of money actually paid by each General Medicine and Dentistry students recruited by Agency, as a tuition fee for the first-year study at the Faculty;
2. The Agency is entitled to a commission after the payment of the set tuition fee by the enrolled students.
3. The claim for payment of the commission arises after verification of the fulfilment terms and conditions. Verification of the fulfilment of terms and conditions will be regularly executed by the contracting parties:
 - on the date of 31 October of the calendar year;
 - on the date of 31 March of the calendar year.
4. The commission will be invoiced by Agency on the dates of 31 October and 31 March. The term of payment is agreed to be due within 21 days from the day of receipt of the invoice by the Faculty. The VAT tax will be applied in accordance with valid legal regulations. Agency's invoice will contain as its Annex a bilaterally approved list of students, including the amount of the set tuition fees covered by the given date. The currency used for invoicing and payments is Czech Koruna (CZK – Czech Crown).
5. The tuition fee for the study programme of “**General Medicine**” is **CZK 380,000.00** per year. The Faculty undertakes to keep the fees unchanged over the whole period of study. The tuition fees do not comprise the costs of accommodation, food, insurance of students, and the like. Such expenses have to be carried by the students themselves.

6. The tuition fee for the study programme of “**Dentistry**” is **CZK 400,000.00** per year. The Faculty undertakes to keep the fees unchanged over the whole period of study. The tuition fees do not comprise the costs of accommodation, food, insurance of students, and the like. Such expenses have to be carried by the students themselves.

IV.

Enrolment and studies at the Faculty

1. The number of admitted applicants is limited and depends on the current capacity of the Faculty. The Dean of the Faculty shall make the decision as to admission. In the case that the number of applicants will be higher than the capacity of the Faculty, all applicants from all countries shall be ordered according to results from entrance examination. The position of the applicant in the ranking shall be the only consideration for acceptance of the applicant. There shall not be any positive or negative discrimination of the applicant relating to his country.
2. Admitted applicants shall be entitled to enrolment on the first semester of study programmes under these conditions: Students successfully finished their secondary education and paid the tuition fee.
3. The terms and conditions of the actual study at the Faculty shall be the subject of an agreement, which the Faculty shall conclude separately with each admitted student. Such agreement shall also settle payment of the respective tuition fees.
4. Taking care of accommodation for the candidates admitted to study shall be a private business of the individual students. The Faculty shall be helpful in accommodating individual students if possible.
5. All tuition shall be provided in the English language

V.

Special Arrangements

1. The Faculty reserves the right to change one-sidedly the amount of the set tuition fees. The Faculty undertakes to always inform The Agency of a possible modification of the tuition fees for the next academic year not later than by 15 December of the current calendar year. Possible changes in the tuition fees shall not apply to students already admitted to studies.

VI.

Concluding Provisions

1. This Contract is being concluded for an indefinite period. This Contract may be terminated by an agreement between contracting parties or through a notice in writing by any of the contracting parties. The contracting parties agreed upon an three months' notice for the case of the termination by notice, which begins from the first day of the calendar month following its delivery to the other contracting party.

2. The contracting parties acknowledge that the Faculty is an obligated subject under the Act no. 340/2015 Coll. of the Czech Republic, on special conditions for the effectiveness of some contracts, the disclosure of these contracts and the Registry of contracts (Act on the Registry of contracts). The contracting parties declare that they agree that the Contract and all its amendments will be published by the Faculty in the Register of contracts under the conditions of the Act on the Register of contracts.
3. The contracting parties declare that the confidential parts of the Contract and its amendments will not be published in the Register of contracts. If the contracting parties will not disclose the Contract or its parts in the Register of contracts under the Act on the Register of contracts they are pursuing the mutual protection of legitimate interests.
4. Any alterations and amendments to this Contract are possible only in writing, pursuant to an agreement of the contractual parties.
5. The contracting parties have settled, that this Contract and relating legal relations shall be subject to Czech Law and that all disputes, which may arise from this Contract, will be submitted to the competent court in the Czech Republic.
6. This Contract is drawn up in four copies in the English language. Both contracting parties shall keep two copies.

Done in Brno,

18-03-2024

V PRAZE, DNE 1.3.2024

Signed on behalf of
the Faculty

prof. MUDr. Martin Repko, Ph.D.
Dean

Signed on behalf of
The Agency by:

Mgr. Michal Křížka
Executive