



777/18/2024

Results Based Partnership Agreement

This agreement ("Agreement") with Effective Date reference number RBP22052024-01 is between:

Studypartals BV, a company limited by shares, registered in The Netherlands, with Chamber of Commerce number 76939219, having its registered place of business at Klokgewouw 280, 5617 AC, Eindhoven, The Netherlands, further mentioned as "**Studypartals**",

and

Prague University of Economics and Business, having its registered address at W. Churchilla 1938/4, 130 67, Praha 3, Czech Republic, with VAT number: CZ61384399 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 stated in the Work Order of this Agreement. If no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties.

"Campaign" means the listing and promotion of Institution's profile and programmes to the visitors on Studypartals 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 Studypartals;

"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 Studypartals' 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 Studypartals for the performance of any applicable Studypartals' 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 to 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 specified in the Work Order. 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. To ensure the campaign meets the delivery goals of the Institution, Studyportals campaign manager will optimise the campaign delivery to keep the delivery volumes in line with Institution expectations.
6. 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/dpa>) 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/dpa>), 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 for 30 days after Studyportals sent the offer to Institution, and if it is not signed within these 30 days, Studyportals shall have the right to update the contractual conditions.

INSTITUTION	STUDYPORTALS
Date: Jun 6, 2024	Date: May 22, 2024
Name: Petr Dvorak	Name: Gyles Hawkins
Title: rector	Title: EMEA Team Leader





PART B

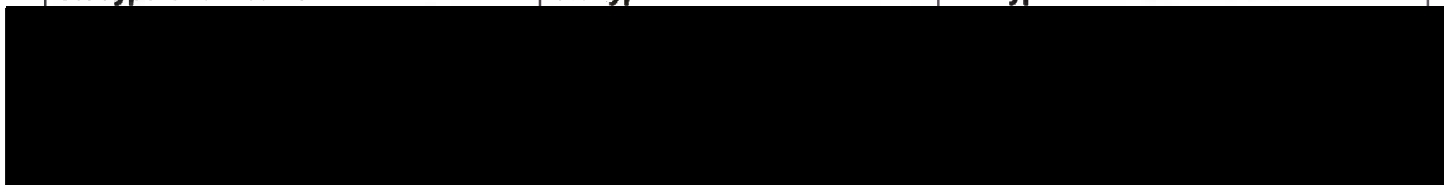
Work Order

This Work Order 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 this Results Based Partnership Agreement and its General Terms and Conditions.

Studyportals' Details

Studyportals' Bank Details

Studyportals' Bank Address



Institution Contact Details

Name:

Tel:

Email:



Result-based Partnership

Agreement effective date	01 September 2024	Agreement duration	12 months
Campaign start date	01 September 2024	The campaign will run until the allocated budget has been delivered.	

Campaign Budget and Prices

TOTAL BUDGET An extra 15% will be provisionally added to Institution's total budget for free, increasing it to € 11,500 .	€ 10,000
---	-----------------

Premium Listing Campaign

Premium listings provide enhanced levels of exposure to Institution's programmes in relevant search results on Studyportals, increasing the flow of potential students to promoted programme pages, and premium programme pages with enhanced features including media galleries and referral buttons. Number of programmes to be promoted on Studyportals: <input checked="" type="checkbox"/> Institution's English-taught degree programmes as specified by Institution. Specific levels or programmes included: <input checked="" type="checkbox"/> Masters <input checked="" type="checkbox"/> Bachelors <input type="checkbox"/> PhD <input type="checkbox"/> Short Courses <input type="checkbox"/> Distance <input type="checkbox"/>	<input checked="" type="checkbox"/>
--	-------------------------------------



<p>Referral prices Price for a Studyportals visitor that clicks through from a premium programme page to the Institution's website, or the microsite/landing page built by Studyportals for the Institution:</p> <p>Geo-focused targeting</p> <ul style="list-style-type: none"><input checked="" type="checkbox"/> Premium Listing € 4.80<input type="checkbox"/> Light Premium Listing € 4.20<input type="checkbox"/> Super Premium Listing (max. 3 per sub-discipline) € 6.80 <p>The campaign will begin at the selected level/s of Premium listing but may be changed to meet clients' wishes and to ensure fulfilment of the specified campaign.</p> <p><i>Geo-focusing will increase the percentage of referrals received from focus countries. Focus countries will be confirmed separately and changing geo-focus countries during the campaign will not change the referral cost; it will reduce how often a referral button is displayed on promoted programme pages seen by Studyportals visitors from non-focus countries.</i></p>	<p>€ 11,500 of Total Budget to be allocated to the Premium Listing Campaign</p>
<p>Campaign calibration</p> <ul style="list-style-type: none"><input type="checkbox"/> Premium listing budget is to be consumed on a demand basis to maximise the flow of referrals/leads.<input checked="" type="checkbox"/> Premium listing budget is to be calibrated to spread referral/lead flow from the campaign start date until 31 August 2025. <p><i>Campaign calibration will automatically reduce how often a referral button is displayed on promoted programme pages seen by Studyportals visitors during periods of time the premium listing budget is being consumed too quickly.</i></p>	
<p><input checked="" type="checkbox"/> University Premium Profile</p> <p>In addition to referrals/leads generated by programme pages, the Institution profile page will have a referral button for additional referral/lead generation and other features of a premium profile page.</p>	
<p><input checked="" type="checkbox"/> Dedicated Campaign Manager</p> <p>Institution will benefit from a dedicated campaign manager to monitor and advise about campaign performance and to optimise results.</p>	
<p>Built-in benefits</p> <p>Studyportals will insert and update Institution's programme information from a source of Institution's choosing. Institution will also have access to edit and update programme listings on Studyportals, and to detailed statistics for each promoted programme, including a geographical breakdown of visitors.</p>	
<p>Email Marketing Newsletter</p> <p>If this agreement is signed on or before 31 May 2024 then Studyportals will provide a free slot for the university on one of their Broad range targeting newsletters, reaching 40,000 Masters students. Slot to be provided on the basis of availability.</p>	

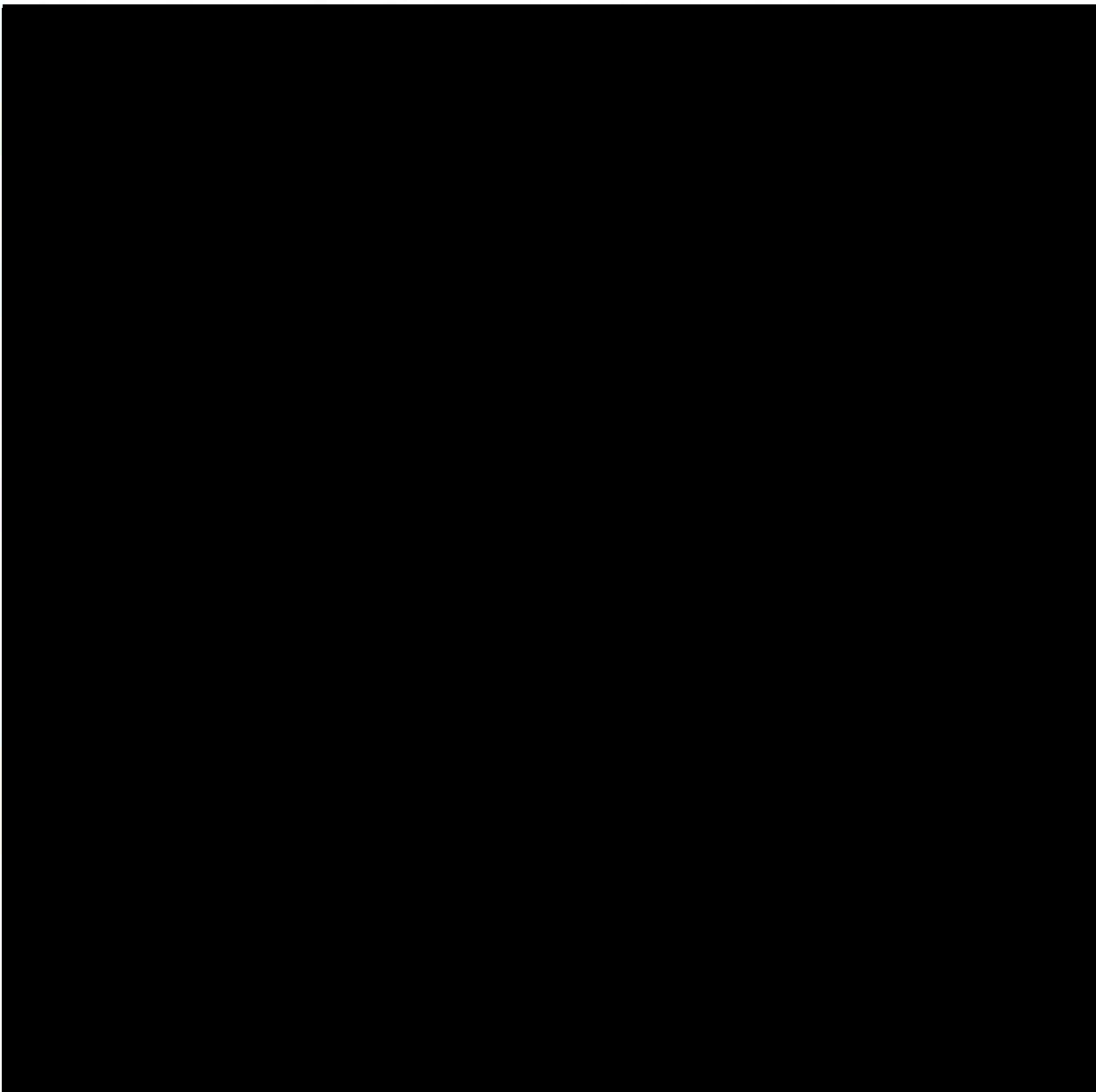
VSE RBP 24

Final Audit Report

2024-06-06

Created:	2024-05-22
By:	Gyles Hawkins (gyleshawkins@studyportals.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAaW8IKQBjYRofGBSjxO8v5Ff-OJq8bgo

"VSE RBP 24" History



✔ Agreement completed.

2024-06-06 - 09:24:52 GMT



Adobe Acrobat Sign