

PARTNERSHIP AGREEMENT

This agreement (the “**Agreement**”) is a result of the successful discussions

between

POLIMI Graduate School of Management (legal entity: MIP Politecnico di Milano Graduate School of Business S.C.p.A.), VAT and fiscal code no. 08591680155, represented by Chairman, prof. Vittorio Giuseppe Chiesa, with registered office in Milan, Via Lambruschini 4C – Building 26/A – Italy (“**POLIMI GSoM**”).

and

Prague University of Economics and Business (legal entity: Vysoká škola ekonomická v Praze), with registered office in Prague, Czech Republic, VAT and fiscal code no. CZ61384399, represented by doc. Ing. Pavel Hnát, Ph.D., Vice-Rector for Education and Quality Assurance (“**PARTNER**”).

POLIMI GSoM and the PARTNER are hereinafter referred to together as the “**Parties**” and individually as the “**Party**”.

WHEREAS:

- A.** POLIMI GSoM carries out - *inter alia* – post-graduate educational activities for graduates of all disciplines and professionals belonging to the world of business and of public administration;
- B.** PARTNER is the largest public university in the field of economics and business in the Czech Republic. VŠE has six faculties offering applicants a broad spectrum of bachelor, master, PhD and MBA study programmes.
- C.** POLIMI GSoM and PARTNER are willing to cooperate in relation to the promotion and delivery of the *Corporate Master* (the “**Master**”) and the *Bootcamp* (the “**Bootcamp**”) (together referred to as the “**Courses**”), which are two pathways included in the “*Skills for Transition*” project organized by POLIMI GSoM for Unicredit S.p.A. under the Agreement signed between POLIMI GSoM and Unicredit S.p.A. on 19 December 2023.

1. PURPOSE OF THE AGREEMENT

- 1.1** The general purpose of this Agreement is to define a collaboration between the Parties and to promote mutually beneficial activities.
The Parties wish to define, each with its own human and organizational resources, in complete autonomy and independence, without any constraint of subordination, an exclusive partnership aimed at identifying the activities carried out by each Party in relation to the Courses.
- 1.2** Notwithstanding the foregoing, PARTNER also agrees to ensure that any of its subcontractors or third party collaborators comply with the terms and conditions of this Agreement, including the documents attached hereto.

2. POLIMI GSoM'S ACTIVITIES

2.1 POLIMI GSoM shall perform the following activities and provide the following resources in relation to the Courses (the "**POLIMI GSoM Services**"):

- a) provide all informational and promotional materials related to the two Courses necessary to promote them (including but not limited to: brochures, landing page, application instructions, etc.);
- b) management of all administrative tasks related to the Courses (including but not limited to: contracts with students, students' data collection, support in the submission of the required documents, PARTNER's professors appointment and payment for teaching tasks, etc.);
- c) organizational and academic coordination of the activities related to the Courses, including those under the responsibility of POLIMI GSoM and those under the responsibility of the PARTNER (including but not limited to: contacting professors for lesson planning, logistical support, collection of the Courses' syllabus and teaching materials, management of administrative procedures, etc.).

Furthermore, POLIMI GSoM undertakes to provide the students enrolled in the Courses with the following resources:

- d) IT tools - and related technical support - owned by POLIMI GSoM for online delivery of contents (distance learning), including the teaching materials of the Courses;
- e) access to classroom(s) and any other designated teaching spaces (such as cubicles, etc.) at POLIMI GSoM's headquarters for all face-to-face Courses activities.

2.2 POLIMI GSoM also undertakes to provide the PARTNER with the following materials necessary for the informational activities related to the Courses, prior their delivery as follows:

- h) a dedicated webpage for the Courses on POLIMI GSoM's website (both in Italian and English version);
- i) all informational materials related to the Courses (including but not limited to: website, brochures, calendars, syllabus, etc.).

3. PARTNER'S ACTIVITIES

3.1 PARTNER shall perform the following activities in relation to the Courses ("**PARTNER Services**"):

- a) promotion of the Courses through PARTNER's marketing and communication channels (the selection of promotion channels shall be at PARTNER's discretion);
- b) teaching activities related to the topics and/or modules of their competence, which will be agreed by the PARTNER and the scientific direction of the Courses;
- c) design of teaching content and production of teaching materials related to the teaching activities referred to in Art. 3.1.b), on a format shared by POLIMI GSoM;
- d) preparation, delivery and correction of any assessment tests related to the modules of the Courses delivered by PARTNER.

4. EXECUTION OF THE SERVICES

4.1 The Parties shall perform the Services with the utmost care and attention, through their own staff and/or collaborators and organizational structure, which are in all respects under its legal, tax, contribution and insurance liability.

- 4.2 The Parties guarantee the health and safety of its employees within their premises and must act in compliance with all current legislation, as well as with the Customers' rules and regulations concerning the protection of the environment and the health and safety of workers.
Each Party will provide the Services independently and without subordination towards the other Party.
- 4.3 Each Party declares and acknowledges that, delivering the Services related to this Agreement, it may in no way assume obligations in the name or on behalf of the other Party.
- 4.4 Without prejudice to the obligations under this Agreement, the Parties agree to have full authority to freely define the methods and timing of the performance and organization of their respective Services, without any subordination.

5. TRADEMARKS

- 5.1 Each Party hereby represents to be the owner of its trademark, or have obtained all necessary authorizations and license to use them from their respective owners, solely for the purpose of the execution of this Agreement and expressly indemnifies and holds the other Party harmless from any right and/or claim, even of damages, that third parties may demand, claim and/or request with reference to or in connection with the untruthfulness of this representation.
The Parties also declare that their Trademarks comply with applicable laws, including intellectual property laws, and do not infringe the rights of third parties.
- 5.2 Each Party undertakes to grant the other Party a licence to use its Trademark free of charge, non-exclusively and non-transferable, for the sole purpose of POLIMI GSoM Marketing Activities and PARTNER Marketing Activities, subject to the other Party's prior written approval of the content of the disclosed materials, which shall in any event be subject to the prior approval of each Party.
Finally, each Party undertakes to submit to the other Party for written approval of the layouts of the communication products in which the Trademarks are used.
- 5.3 POLIMI GSoM grants the PARTNER a license to use its trademark "POLIMI Graduate School of Management" ("**POLIMI GSoM Trademark**") without any other consideration being due to POLIMI GSoM other than the provisions of Article 6 below.
The PARTNER undertakes to use the POLIMI GSOM Trademark in the graphic format and in accordance with the guidelines and documentation available at this link: [POLIMI GSoM's LOGOPACK](#).
- 5.4 PARTNER grants POLIMI GSoM a license to use its trademark ("**PARTNER Trademark**") without any further consideration being due to the PARTNER in respect of the provisions of Article 6 below.
POLIMI GSoM undertakes to use the PARTNER Trademark in the graphic format and in accordance with the guidelines and documentation provided by the PARTNER itself.

6. COMPENSATION

- 6.1 The Courses are offered free of charge to students, as Unicredit S.p.A. shall directly compensate POLIMI GSoM for their design and delivery.
- 6.2 Upon submitting the application form, each student shall enter a code associated with the Partner who promoted the Courses. Such code will be used solely for tracking the number of students enrolled as a

result of the PARTNER's efforts, in order to calculate the fee due the PARTNER by POLIMI GSoM under Article 6.3 below.

Students will be enrolled in the Courses only if they meet the selection criteria jointly agreed between POLIMI GSoM and Unicredit S.p.A. and set out in **Annex A** (Selection criteria for admission to the Courses).

- 6.3 POLIMI GSoM shall provide the PARTNER with the following amounts (the “**Compensation**”):
- a) **Euro 200.00** (two hundred/00) per each student enrolled in the Bootcamp;
 - b) **Euro 800.00** (eight hundred/00) per each student enrolled in the Master.

The VAT liability is conferred upon the recipient of the services (tax shift in the customer’s Country).

- 6.4 PARTNER’s professors shall be appointed and paid directly by POLIMI GSoM for teaching activities in the Courses, according to the number of teaching hours assigned to them and the relevant fees applied by POLIMI GSoM.

The fees for PARTNER's professors shall be based on their seniority, according to the following schedule:

- a) Design of the activities:
 - from Euro 70,00 (seventy) per hour for PhD Students up to a maximum of Euro 180,00 (one hundred eighty) per hour for full professors.
- b) Delivery of teaching activities:
 - from Euro 70,00 (seventy) per hour for PhD Students up to a maximum of Euro 180,00 (one hundred eighty) per hour for full professors.

7. TERMS AND CONDITIONS OF INVOICING AND PAYMENT

- 7.1 The Compensation shall be invoiced by PARTNER according to the following deadlines:
- a) 30% (thirty percent) on the closing date for enrollment in the Courses;
 - b) 70% (seventy percent) at the end of the Courses.
- 7.2 The Compensation shall be paid by POLIMI GSoM 60 (sixty) days EOM invoice date through wire transfer to PARTNER’s bank account indicated on the relative invoices.

8. COPYRIGHT

- 8.1 The Parties acknowledge that ownership of each Party’s intellectual property introduced by a Party for the sole purposes of this Agreement shall remain with the owning Party.
- 8.2 The teaching materials (the “**Teaching Materials**”) created by each Party (the “**Owning Party**”) and provided to the Participants shall not be disclosed by the other Party to third parties, nor reproduced and published without prior written authorization of the Owning Party, and each Party that has created and realized such Teaching Materials will be their sole authorized owner to use them even for purposes different from this Agreement.

The intellectual property of the teaching materials created by the Parties during the effectiveness of the Agreement (the “**Joint Teaching Materials**”) will be jointly and severally owned by the Parties and could be shared autonomously to the third parties without the authorization of the other Party.

9. TERM OF THE AGREEMENT

This Agreement will be effective starting from the date of its signing by both Parties until November 1, 2025.

At the expiry date, it will be deemed as terminated, without prejudice to the possibility of renewal to be agreed in writing from time to time between the Parties.

10. RIGHT OF WITHDRAWAL

10.1 Both Parties will be entitled to terminate this Agreement at any time with prior written notice of 30 (thirty) days, which shall be sent to the other Party by registered letter with acknowledgment of receipt or certified electronic mail.

10.2 In the event of termination as referred to in the preceding paragraph, all rights and obligations relating to the Courses under this Agreement shall remain in force until it is completed and the economic balances between the Parties settled.

11. TERMINATION OF THE AGREEMENT

Both Parties will be entitled to terminate this Agreement by written notice according to Article 1454 of the Italian Civil Code if the other Party breaches any obligation provided by the Agreement and fails to fulfill such obligation within 10 (ten) days after the receipt of a written notice of the Party complaining for such breach and requesting the proper fulfillment of the obligation.

12. CONFIDENTIALITY

12.1 This Agreement, as well as all information and documents directly or indirectly related to the activities, organization and/or know-how of one Party (the “**Disclosing Party**”) that is disclosed to or otherwise acquired by the other Party (the “**Receiving Party**”) in connection with this Agreement, shall be considered by the Parties to be strictly confidential (“**Confidential Information**”).

The Receiving Party shall not disclose any Confidential Information to any third party, directly or indirectly, for any reason whatsoever, for the entire term of this Agreement and for a further period of 24 (twenty-four) months after its termination.

The foregoing obligation of confidentiality shall not apply to information that:

- a) was already known by the Receiving Party;
- b) was already legitimately available for the Receiving Party at the time of disclosure without being subject to a confidentiality obligation;
- c) is or becomes publicly known through no fault of the Receiving Party, or
- d) the Receiving Party shall disclose to the extent required by a validly issued court order or other governmental directive or by applicable law.

12.2 With reference to the confidential information that may be disclosed during testimonies by PARTNER’s consultants and/or employees and/or the consultants and/or employees of PARTNER’s clients, PARTNER and/or PARTNER’s client shall evaluate the information to be shared with the students and

the form in which it is to be shared (orally, through electronic or paper documents, etc.). PARTNER shall be liable to POLIMI GSoM and hold POLIMI GSoM harmless, pursuant to Article 1381 of the Italian Civil Code, even against third parties, from any and all liabilities arising from or in connection with (i) the improper or wrongful use of any information or documents disclosed to students by PARTNER's consultants and/or employees and/or the consultants and/or employees of PARTNER's clients, (ii) the infringement of any third party intellectual property rights caused by such disclosure and (iii) the untruthfulness of such representations, information and/or documents.

13. FORCE MAJEURE

Neither Party shall be deemed to be in breach of this Agreement if it is unable to carry out any provision of it for any reason beyond its control including (without limiting the generality of the foregoing) acts of God, legislation, fuel shortages, war, fire, flood, drought, failure of power supply embargo, civil commotion and employee action.

14. DATA PROTECTION

14.1 For the purposes of this Article 7, the terms will have the meaning set out in EU Regulation no. 2016/679 ("GDPR") and Legislative Decree no. 196/2003 ("**Privacy Code**").

14.2 With reference to the activities carried out by the Parties according to this Agreement, POLIMI GSoM and PARTNER will each operate as Independent Data Controller according to the definition set out in Article 4 Paragraph 1 point 7) of GDPR. Each Party therefore undertakes to comply with all the provisions of law or regulations, even provided by the Authorities, and to indemnify and hold the other Party harmless from any and all administrative, civil and criminal law consequences that may arise as a result of its own failure to act or of breaching any laws, regulations or provisions issued by the Authorities.

14.3 With reference to any Personal Data of the contact persons and/or legal representatives of the Parties, the data will be processed by the Parties who will act, as Independent Data Controllers, in compliance with European and national legislation, as well as with the provisions on Data processing exclusively for the purposes of executing this Agreement and/or to fulfill any legal obligations.

14.4 POLIMI GSoM's Privacy Notice for these interested parties is available at the following address: [PRIVACY NOTICE COUNTERPART](#).

15. MISCELLANEA

15.1 This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements with respect to the same subject matter.

15.2 No provision of this Agreement shall be modified, amended or supplemented without the prior written agreement of the Parties.

15.3 If any part, term or provision of this Agreement is held to be invalid, unenforceable or contrary to law, neither the validity nor enforceability of the rest of this Agreement shall be affected.

- 15.4 The Parties mutually agree that the content of this Agreement has been negotiated between them and therefore Article 1341 of the Italian Civil Code does not apply in this case.
- 15.5 Any notice, consent, approval required or allowed related to the Agreement shall be made in writing via e-mail, Certified Electronic Mail and/or registered mail with acknowledgment of receipt, to the attention of the following contacts:

For POLIMI GSoM:

POLIMI Graduate School of Management

Via Lambruschini 4/c – Building 26/A, 20156 Milano

To: [REDACTED]

PEC: [REDACTED]

Email: [REDACTED]

For PARTNER:

Prague University of Economics and Business

Nám. W. Churchilla 4, Prague 3, 130 67 Czech Republic

To: [REDACTED]

PEC: -

Email: [REDACTED]

16. Compliance, whistleblowing and conflict of interest

16.1 Obligations under Italian Legislative Decree no.231/2001.

By signing this Agreement, the PARTNER declares that it has read the Organization, Management and Control Model and the Code of Ethics adopted by POLIMI GSoM in accordance with Italian Legislative Decree no.231/2001, which can be consulted at the following link: [Compliance - POLIMI GSoM](#). The PARTNER undertakes to comply with the rules, procedures and ethical and behavioral principles set forth in such documents.

The PARTNER undertakes to apply and share these values in its daily business operations and in the management of its relationships with its stakeholders.

16.2 Reporting pursuant to Italian Legislative Decree no.24/2023.

POLIMI GSoM informs the PARTNER that it has adopted a specific procedure in compliance with Italian Legislative Decree no.24/2023 (which implements EU Directive no.1937/2019, also known as the "Whistleblowing Decree").

The procedure is available at the following link: [WHISTLEBLOWING PROCEDURE POLIMI GSoM](#) and describes in detail the channels available to the PARTNER for reporting possible violations under the Whistleblowing Decree itself, as required by the above-mentioned regulation.

16.3 Conflict of Interest.

By signing this Agreement, the PARTNER declares that there is no conflict of interest, even if potential and/or perceived, by its directors, managers and employees involved directly or indirectly in the implementation of the activities subject of this Agreement, including their respective close relatives ("Active Subjects"), with respect to POLIMI GSoM.

The PARTNER warrants that the Active Subjects will act in accordance with this Agreement, without prioritizing their personal interests over those of POLIMI GSoM. The PARTNER also declares that there are no incompatibilities on the part of the Active Subjects that would hinder the performance of the activities covered by this Agreement.

- 16.4 Any false statements or violations of obligations by the PARTNER under this Article will be considered a serious breach of the Agreement. Such breach may result in immediate termination of the Agreement by POLIMI GSoM, which reserves the right to claim compensation for any damages suffered as a result of said breach.

17. APPLICABLE LAW AND DISPUTE RESOLUTION

The Agreement shall be governed by and interpreted in accordance with the laws of Italy.

Any dispute or claim arising out or in connection with the interpretation or the application of the Agreement shall be submitted to the exclusive jurisdiction of the Court of Milan.

Annexes

Annex A: Selection criteria for admission to the Courses

Milan, 11 October 2024

POLIMI GSoM

Prague University of Economics and Business



Prof. Vittorio Giuseppe Chiesa, Chairman

doc. Ing. Pavel Hnát, Ph.D., Vice-Rector