
**PARTNERSHIP AGREEMENT
FOR THE EXCHANGE OF STUDENTS**

BETWEEN

ESMOD

AND

TECHNICAL UNIVERSITY OF LIBEREC

PARNERSHIP AGREEMENT FOR THE EXCHANGE OF STUDENTS

Between the undersigned:

ESMOD, a French company constituted under French law with a registered capital of 450 000,00 euros, having its registered office at 12, rue de la Rochefoucauld, 75009 Paris–France, registered under the number 572 135 077 in the Paris Trade & Company Register (RCS), represented by Mrs Véronique BEAUMONT, duly empowered for the purposes hereof,

Hereinafter "ESMOD",

for the first part,

And:

Technical University of Liberec – represented by doc. RNDr. Miroslav Brzezina, CSc, dr.h.c., Rector, located at Studentska 1402/2, 461 17 Liberec, Czech Republic, VAT number CZ464747885, the public university;

Hereinafter "TUL "

for the second part,

WHEREAS

ESMOD belongs to ESMOD International, initiator of a network of schools known as the "ESMOD International Group". In particular, it has created and developed a private educational establishment in Paris (France) for the training of fashion designers and pattern makers and fashion communication and marketing managers, in the clothing sector under the "ESMOD" name and trademark.

ESMOD and TUL wish to broaden the scope of study programmes and offer students a unique learning experience in a foreign environment, within the framework of university cooperation between the two institutions and the prospect of the internationalisation of higher education.

The parties therefore met and agreed to formalise the terms and conditions of their collaboration in this partnership agreement (hereafter "the Contract").

WHEREBY IT IS AGREED AS FOLLOW:

Article 1: Purpose

The purpose of the Contract is to set out the terms and conditions of a partnership between ESMOD and TUL for the exchange of students within the framework of university cooperation between the two institutions.

Article 2: Conditions

2.1. Within the framework of the Contract, the Parties undertake to put in place the appropriate conditions for the exchange of students in accordance with the terms and conditions detailed in Appendix 1 hereto.

2.2. The Parties agree to cooperate in the exchange of students in accordance with the applicable regulations. In this respect, ESMOD wishes to recall that it is a signatory to the Erasmus Charter for Higher Education as set out in Annex 2, which implies that it must comply with quality requirements in all aspects related to the organisation and management of mobility, in particular the recognition of credits awarded to students by the partner institution.

2.3. Each of the Parties undertakes to be available, cooperative and to maintain a continuity of relationship throughout the duration of the Contract. To this end, each Party shall appoint a coordinator responsible for the development and coordination of the specific activities envisaged by the Contract.

2.4. The exchange of students must abide by the laws of the host country affecting foreign nationals, and by the rules and regulations of the host university.

Article 3: Term - Termination

3.1. This Contract is entered into for a fixed term of two (2) years taking effect as of **2024/2025** and **2025/2026**. The Parties agree to meet before the expiry of the Contract in order to consider whether it should be extended, in the eventuality that they should wish to continue their partnership.

3.2. Subject to their mutual agreement, the Parties may decide to terminate the Contract at any time, giving thirty (30) days' notice by registered letter with acknowledgment of receipt.

3.3. In the event of the breach by either Party of any of its obligations, the Contract may be terminated as of right by the other Party, fifteen (15) days after a formal notice to perform not producing any effect within a eight (8) days, sent by registered letter with acknowledgement of receipt and specifying the intention to apply this termination clause.

Article 4: Confidentiality

4.1. The Parties undertake, during the term of the Contract and after its expiry for a period of five (5) years, not to disclose or allow to be disclosed to third parties, in any manner whatsoever, the content of the Contract and any information and/or documents, of any nature whatsoever, which may have been provided to them or of which they may have become aware during the conclusion or performance of the Contract.

4.2. Each Party undertakes to take all necessary measures with regard to its personnel, agents, servants, contractors, in order to maintain the confidentiality of such information and/or documents.

Article 5: Intellectual property and communication

5.1. Each Party will not acquire, as a result of the Contract, any intellectual property rights (copyright, trademarks, trade names, etc.) relating to the other Party, nor any rights to use the intellectual property rights other than those expressly granted for the performance of the Contract.

5.2. Any use of the name and brand ESMOD or the Technical University of Liberec, including any of its constituent colleges or programs, or related logos in advertisements, publications or notices relating in any way to the activities described in this Contract shall be subject to prior written approval.

5.3. Whenever possible, the Parties undertake to implement concerted information and communication actions to promote the partnership, such as posting of the partnership on each Party's website, press releases or communication articles related to the partnership.

Article 6: Liability – Insurance

6.1. Each of the Parties represents and warrants that it is in possession of all the authorisations necessary to validly implement and perform the Contract, and that it has all the necessary insurance cover relating to its corporate object and activity.

6.2. Each Party has sole responsibility for the services it performs under the Contract, in accordance with all applicable regulations. Each Party will therefore apply all the care and diligence necessary to the accomplishment of the assignment entrusted to it.

6.3. Each Party is liable as regards the other Party for the perfect fulfilment of the obligations placed upon it by the Contract, and consequently undertakes to repair any prejudice directly affecting the other Party as a result of the failure to fulfil or the partial or unsatisfactory fulfilment of its obligations and/or declarations under the Contract.

6.5. Each Party hereby certifies that it is the holder of all the necessary insurance policies covering the financial consequences of its public and/or professional liability for all material, immaterial and consequential damage arising out of the performance of the Contract.

Article 7: Independence

7.1. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership, obligation or liability upon either Party.

7.2. Neither of the Parties shall have any right, power or authority to enter into any agreement or give any undertaking for, or act on behalf of, or to act as or be an agent or representative of, or otherwise to bind, the other Party.

Article 8: Personal data

8.1. Within the framework of the Contract, each of the Parties may be required to collect and process personal data of natural persons (hereafter the "Data").

8.2. Within the framework of the Contract, each of the Parties is required to process Data relating to the employees or legal representatives of the other Party, which may include in particular but not limited to information such as name, first name, email address, professional physical address or professional phone numbers.

Each of the Parties acts as the data controller of such Data with regard to the other Party.

The processing of the Data is based on the execution of the contractual relationship for the purposes of communication between the teams and monitoring of the execution of the Contract

and until the termination of the Contract. The recipients of the Data are those who lead to processing the Data within the framework of their respective function within each of the Parties as well as the possible service providers intervening within the framework of their contractual obligations. This Data can also be transmitted to internal departments in charge of accounting or disputes monitoring.

The Data is kept for the duration of the Contract and the duration of the applicable legal prescription.

The employees involved in the performance of the Contract and the legal representatives of each of the Parties have a right of access, rectification, erasure, limitation, portability, opposition to the processing of their data, and the right to define directives relating to the fate of their Data after their death, which they can exercise either at the head office of the other Party or to its DPO when one is designated. They have the right to lodge a complaint with competent supervisory authority.

8.3. As part of the Contract, the Parties are also required to process the Data relating to students. It concerns the contact details of students (first name, last name, student e-mail address, phone number) and data related to personal life (liaison sheet, current year report cards). In this context of the international exchange of students, each Party acts as a joint data controller.

The processing of Data is carried out on the basis of the execution of this Contract. The Data is kept for the duration of the Contract, increased by the legal retention periods respectively applicable to each Party.

Each Party also undertakes to comply with the following obligations:

- Information and data subjects consent: communicate to the students the information provided by the applicable Regulations in particular in the event of indirect collect and specify the source from which source the Data originate; and ensure that the consent of students to the processing of their Data is collected when this is necessary;
- Processing in compliance with the regulations in force, in particular: proceed with the applicable formalities (such as keeping the appropriate register(s) with regard to the identified purposes), carry out privacy impact assessments and not to carry inappropriate mentions within the framework of free comments zones.
- Security: take all necessary measures to preserve the confidentiality of Data and in particular prevent it from being distorted, damaged or communicated to unauthorized third parties; more generally, the Parties undertake to implement the appropriate technical and organizational measures to protect the Data against accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access; the data controller undertakes to ensure that his measures are observed by all the persons responsible for processing the Data under his responsibility;
- Exercise of data subjects rights: as soon as a Party receives a request for the exercise of rights relating to co-processing activities, it undertakes to immediately transmit the said request to the other Party; and the Parties will confer together before sending a response, in accordance with their applicable law, to provide the response to the data subject.
- Subcontracting: use only subcontractors offering appropriate guarantees sufficient to ensure the security of the Data transferred to them in the context of the performance of the services they are entrusted.
- Personal Data breaches: each Party shall notify the competent supervisory authority, where appropriate, of any Data breach occurring within its perimeter and relating to the Data collected

pursuant to the Contract (any breach of security which accidentally or unlawfully results in destruction, loss, alteration, disclosure or unauthorized access to Data).

- Retention period: keep the Data only for a period not exceeding that necessary regarding the purposes for which it is processed.
- Controls of the data protection supervisory authority of each Party: unless such information is legally prohibited (in particular of a criminal nature aimed at preserving the secrecy of an investigation), the Parties will cooperate within the framework of binding requests emanating from a supervisory authority or the designated lead supervisory authority, of a judicial authority, after having asked that authority to address its request to the Party concerned by this investigation.

Article 9: Force majeure

9.1. Neither Party will be liable for any failings or late performance of its obligations with regard to the Contract if said failings or delays are due to the occurrence of a force majeure incident as defined by the law and case law of the French courts.

9.2. If a Party is unable to fulfil or is delayed in the fulfilment of its rights and obligations under the terms of the Contract due to a force majeure event, it will inform the other Party of this in writing immediately, specifying the full details of the force majeure incident in addition to its impact, and will make all reasonable efforts to overcome this. In the event that the force majeure incident continues for a continuous period of more than ninety (90) days, either of the Parties may terminate the Contract.

Article 10: Miscellaneous

10.1. This Contract is entered into *intuitu personae*. Consequently, the Parties undertake not to assign or transfer to any third party, in any form or capacity whatsoever, all or part of the rights and obligations resulting from the Contract, without the prior written agreement of the other Party.

10.2. Unless expressly waived in writing, the fact that any Party does not exercise all or part of the rights conferred to such Party under this Contract shall not in any way be construed as a waiver of the rights it did not exercise.

10.3. If any of the provisions of this Contract is held to be wholly or partially void or inoperative, it will be deemed unwritten, and the other provisions of the Contract will continue to apply.

10.4. The Contract may only be amended by express, written agreement between the Parties. Any modification will be formalised in a written amendment, duly signed by the Parties. Such an amendment will then be considered as an integral part of the Contract.

10.5. This Agreement and the annexes (Annex 1 student exchanges modalities and Annex 2 Erasmus charter delivered to ESMOD) form an indivisible whole and contain the entirety of the agreement made between the Parties.

10.6. Performance of the subject matter of this Agreement prior to the effective date of this Agreement shall be deemed to be performance pursuant to this Agreement and the rights and obligations arising therefrom shall be governed by this Agreement.

Article 11 – Governing law - Jurisdiction

11.1. The Contract is governed and interpreted pursuant to French law.

11.2. In the event of any difficulties arising on the occasion of the construction, performance or termination of the Contract, the Parties will first attempt to reach an amicable solution.

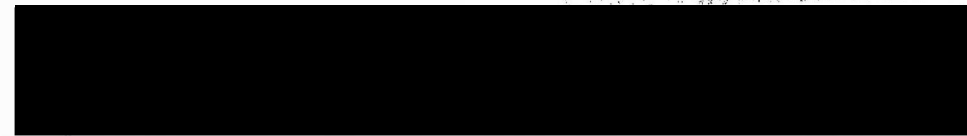
Each of the Parties may notify the other Party at any time by registered letter with acknowledgment of receipt of the existence of a disagreement relating to the Contract. Within fifteen (15) days of receiving said notification, the Parties will meet to attempt to resolve their differences, deciding on the means and timeframe for remedying them.

Should they fail to reach an amicable resolution in spite of the efforts made any dispute relating to the performance, construction or termination of the Contract will be subject to the exclusive jurisdiction of the Commercial Court of Paris in France.

ESMOD

Represented by Guillaume THIERY

ESMOD INTERNATIONAL



Technical University of Liberec

doc. Kateřina Maršíková

Vice-rector for foreign Affairs

10.1.2025



ANNEX 1

STUDENT EXCHANGES MODALITIES

Admission/Selection Requirements for Exchange Students

- Eligible exchange program students will be recommended by the home institution. The host institution will review the academic records and recommendations of students in a final determination of eligibility for admission to study in a particular program, in accordance with the standard admissions procedures for non-degree study.
- Nominated students should meet any language requirement set forth by the host institution.
- At the discretion of the Exchange Coordinator, non-native English-speaking students are not required to prove English proficiency with a qualifying English test.
- Eligible students must have completed a minimum of one year of continuous full-time study at the home institution before being accepted for the exchange and must satisfy the academic requirements of their course of studies.

Student Exchange Parameters

- The exchange agreement is founded on a reciprocal basis, with the intention of achieving an equal number of units of exchange each way every year.
- Two students in attendance for one semester each will be counted as the equivalent of one student for two semesters. In either case, two units of exchange will have been achieved.
- A maximum of four (4) units of exchange each way per academic year will initially be arranged. The number of units of exchange may be amended by mutual agreement.
- There is no obligation on either institution to nominate students for the exchange program or to accept any students nominated.
- Exchange students will continue as candidates for degrees of their home institution and will not be candidates for degrees of the host institution.
- Exchange students will be subject to the academic and conduct rules of the host institution, and the applicable laws of the host country.
- The home institution will be responsible for screening and selecting students for this exchange program, subject to acceptance by the host institution. Students must be proficient in the language of instruction at the host institution to qualify for nomination as set forth in Article 2.2.
- The host institution will assist with housing and other matters of hospitality and student support but does not guarantee housing and will not include financial assistance of any kind.

- Exchange students will be responsible for meeting country visa requirements for entry into the exchange program, obtaining their own visas and completing the required immigration formalities, and for obtaining the travel and other related documents needed to pursue studies at the host institution.
- The obligations of the two institutions under this agreement are limited to exchange students only and do not extend to spouses and dependents.
- No monetary consideration will be exchanged between the two institutions, nor will there be any indemnities, reimbursements for expenses, or sharing of fees or profits arising from the exchange program.
- If the exchange student voluntarily withdraws before the end of the course, it will be considered as a completed exchange from the institution concerned. The Parties agree that there will be no replacement for the student.

Student Enrollment, Attendance and Assessment

- Exchange students will be permitted to enroll at the host institution in any course for which they are qualified, subject to meeting admission requirements, prerequisites, and timetable and capacity constraints of the host institution.
- Full-time participation in these courses by the students is required. Full time will be defined by the host institution.
- Exchange students will obtain credits for the courses in accordance with the regulations of the home institution. Official transcripts for each student will be sent directly to the home institution at the end of each semester of the exchange period.

Burden of Tuition, Fees, and Other Costs

- Exchange students will pay tuition and enrollment/application fees at their home institution during the exchange period. They will be exempted only from tuition and enrollment/application fees at the host institution.
- Exchange students will pay for all personal expenses incurred at the host institution, including visa, housing, travel, meals, health, books and stationery required; student services and student union/association fees as applicable at the host institution; and any fee or charge in connection with practical work directly associated with their course(s) of study.

Student Insurance

- All exchange students will be required to be covered by adequate personal health (including hospitalization) insurance for the exchange period.
- At ESMOD students all incoming exchange students are required to have civil liability insurance at their own cost.
- All ESMOD students are required to have international accidents and medical insurance that is able to respond in the country they are visiting.

- All TUL students are required to have international accidents and medical insurance that is able to respond in the country they are visiting.