**Agreement**

concluded in accordance with § 2445 - 2454 of Act No. 89/2012 Coll., of the Civil Code, as amended (hereinafter referred to as the „Civil Code “), between contracting parties (hereinafter referred to as the „Agreement “)

The contracting parties**:**

**Vysoká škola chemicko-technologická v Praze
(in English: University of Chemistry and Technology Prague)**

Technická 1905/5, 160 00 Praha 6, Czech Republic

Represented by: xxxxx

Identification No.: 60461373

Tax Identification No.: CZ60461373

Bank connection: xxxxx, bank account No.: xxxxx

(hereinafter referred to as UCT Prague)

and

**POLMAR EXCHANGE**

Represented by: xxxxx

Passport number: xxxxx

Tax Identification No.: 003488263000019

Bank branch: xxxxx

Bank address: xxxxx

Account name: xxxxx

Account number: xxxxx

SWIFT code: xxxxx

IBAN: Country code: xxxxx

(hereinafter referred to as the Agency)

UCT Prague and Agency hereinafter referred to jointly as the “contracting parties”, individually as the “contracting party”

have concluded the following Agreement:

**I.**

**Subject of the Agreement**

1. The contracting parties undertake to collaborate in the recruitment of foreign self-paying individual students (i.e. non-Czech Republic residents who pay full amount of tuition fee for each academic year of their studies), who are not currently and were not previously the students of UCT Prague, for regular form of studies of study programs taught in English at UCT Prague.

b) The contracting parties will collaborate on recruitment students for study programs as follows:

 **Study program: Type: Length:**

 Preparatory program (0, 5 year) 0, 5 year

 Preparatory program (1 year) 1 year

 Economics and Management BSc 3 years

 Sectoral Management MSc 2 years

**II.**

**Cooperation definition**

a) The Agency will collaborate with UCT Prague to recruit students from these countries / regions: Morocco

 (hereinafter Selected Countries).

b) The contracting parties aim to recruit 5 – 10 students by means of the Agency in each academic year.

c) The contracting parties hereby declare, that the Agreement does not grant the Agency any exclusive rights for the recruitment of students in Selected Countries and that UCT Prague is entitled to recruit students directly or via other agencies.

d) The contracting parties hereby agree that the Agency is entitled to cooperate in the recruitment of students with other universities located in the Czech Republic.

**III.**

**Agency Obligations**

1. The Agency shall promote UCT Prague and recruit the students for UCT Prague study programs with due care. Unless expressly stipulated otherwise, the Agency bears all the costs of its activities.
2. The Agency shall acquaint the concerned applicants / students with the study programs taught at UCT Prague, with their plans of studies and study regulations. The Agency shall provide students with relevant information on accommodation, living conditions and social life in the Czech Republic and Prague.
3. The Agency shall ensure that the concerned applicants submit all the necessary documents required by UCT Prague for the admission procedure. The necessary documents at the date of signature (which may change in the future) are:
* a fully completed application form,
* originals or certified copies and, where necessary, their translations, of previous education record including the final (school-leaving) certificate.
1. The Agency will work together with UCT Prague to ensure that
* applicants attend admissions video calls with UCT Prague representatives
* applicants attend admissions tests at UCT Prague in Prague, or
* applicants attend admissions tests organized by the Agency in cooperation with UCT Prague in any of the Selected Countries, or at any other place agreed by the contracting parties. Any administrative costs related to admissions tests organization will be borne by the Agency.
1. Any applicants’ costs associated with the admissions tests, including travel expenses and other costs (accommodation, etc.) related to their travel, will be borne by the applicants or shall be resolved directly between the Agency and the applicants.
2. The Agency shall assure for timely payment of tuition fees by the admitted students to the UCT Prague bank account. The payment is imperative for the enrolment of each student in the UCT Prague study program.
3. The Agency shall help and assist each admitted student with the procurement of
* visa / long term stay in the Czech Republic;
* nostrification (recognition) of previous education required by the Czech Republic.
1. The Agency shall assure that enrolled students appear at UCT Prague not later than one week prior to the day of the beginning of inclass instruction in the respective academic year / semester.
2. The Agency shall collaborate properly and communicate on a timely basis with the UCT Prague Department of International Relations in all points stated above.

**IV.**

**UCT Prague Obligations**

1. UCT Prague shall provide the Agency with all the necessary information and study terms at UCT Prague, including the admissions criteria and the detailed descriptions of study programs. All these materials will be provided in English.
2. UCT Prague will collaborate with the Agency to organize
* admissions video calls with UCT Prague representatives
* admissions tests at UCT Prague in Prague in regular terms, or
* admissions tests organized by the Agency in cooperation with UCT Prague in any of the Selected Countries, or at any other place on which the contracting parties agree.
1. UCT Prague will admit successful applicants / students to regular full-time studies based on the results of the admissions tests. Final decisions as to admissions shall be made by the Vice – Rector for Education of UCT Prague.
2. For each individual student specified in Art. I and Art. II of the Agreement, enrolled by means of Agency and who already paid tuition fee as specified in Art. III, g), UCT Prague shall pay the Agency a commission as follows:

 **Study program: Type: Commission/student:**

 Preparatory program (0, 5 year) CZK 4,000

 Preparatory program (1 year) CZK 8,000

 Economics and Management BSc CZK 25,000

 Sectoral Management MSc CZK 22,500

1. For avoidance of any doubt it is explicitly stated that the commission paid by UCT Prague for each individual student studying in the bachelor´s study program excludes the right to commission for the same student within a follow-up master´s degree program.
2. Fifty percent (50%) of the total commission for each individual student will be paid after October 31 based on the List of Students provided by the Agency and upon verification by UCT Prague that the student was enrolled in the study program, the terms and conditions stated in Art. I, Art. II and Art. III of the Agreement were met for the student and the student paid the full amount of the tuition and fees for the first semester.

 The remaining 50% will be paid after March 31 based on verification by UCT Prague that each student listed in the List of Students provided by the Agency fulfilled all study obligations in the first semester of the studies and paid the full amount of tuition and fees for the second semester.

Verification of the fulfilment of terms and conditions will be performed by the contracting parties:

- by October 31 of each year;

- by March 31 of each year.

1. The commission will be invoiced by the Agency after October 31 and March 31. Payment will be due within 21 days upon receipt of the invoice. VAT (Value Added Tax) will be applied in accordance with the pertinent legal regulations.

The Agency’s invoice will contain as its Annex a bilaterally approved the List of Students. The currency used for invoicing and payments is the Czech Koruna (CZK – Czech Crown) or US Dollar (USD). Agency will invoice in Czech Korunas (CZK) or equivalent in US Dollars (USD) according to the central bank of the Czech Republic (Czech National Bank) exchange rate valid for the invoicing date.

1. The UCT Prague School of Business shall collaborate properly and communicate on a timely basis with the Agency in all above stated points.

**V.**

## Studies at UCT Prague

1. Program entry requirements for the bachelor ‘s degree program are
* High school (previous education) graduation
* Completion of UCT Prague Application form
* Fulfilment of the admissions criteria for specific Study Program and Academic Year (required English proficiency is B2 level based on CEFR - Common European Framework of Reference for Languages)
* Nostrification (validation) of previous education
* Other documents specified by UCT Prague (the list of these documents can be changed slightly every Academic Year)
1. Program entry requirements for the master’s degree program are
* Bachelor ‘s Degree (previous education) graduation
* Completion of UCT Prague Application form
* Fulfilment of the admissions criteria for specific Study Program and Academic Year (required English proficiency is B2 level based on CEFR - Common European Framework of Reference for Languages)
* Nostrification (validation) of previous education
* Other documents specified by UCT Prague (the list of these documents can be changed slightly every academic year)
1. The terms and conditions of the study at UCT Prague will be the subject of an agreement, which UCT Prague will conclude separately with each individual student. This agreement will also determine payment of the applicable tuition and fees.
2. UCT Prague and the Agency will provide each individual student with required information on accommodation, living conditions and social life in the Czech Republic and in Prague; however, each student is individually responsible for their accommodation and living conditions during their studies.

**VI.**

**Concluding Provisions**

1. UCT Prague reserves the right to change information materials and terms of study for the students. UCT Prague undertakes to always inform the Agency of a possible modification of the information and study conditions for the next academic year no later than by December 15 of each calendar year. Any changes in the commercial terms shall not apply to students already enrolled unless there is a legal or regulatory obligation for UCT Prague to do so.
2. The Agreement is valid on the date it is signed by the last of the contracting parties and goes into effect on the date it is published in the register of the contracts in compliance with the Register of contract Act No. 340/2015 Coll. as amended.
3. The Agreement is concluded for a fixed period of time, until June 30, 2028. Any contracting party is entitled to terminate the Agreement without giving any reason; the termination period of the Agreement is one month, beginning from the first day of the calendar month following delivery of notice to the other contracting party. The Agreement termination does not have any effect on the fulfilment of obligations, terms and conditions as stated in the Agreement related to the students admitted or enrolled by UCT Prague already.
4. Any alterations and amendments to the Agreement are only possible in writing, pursuant to an agreement of the contractual parties.
5. The contracting parties have agreed explicitly and unconditionally that settlement of issues not directly regulated in the present Agreement shall be subject to Czech Law, especially of the Civil Code, in its valid wording and any possible disputes shall be settled by Czech Republic court.
6. The Agreement is printed in two copies in the English language; each contracting party shall keep one copy.

In Prague

Signed on behalf of Signed on behalf of

UCT Prague by: POLMAR EXCHANGE by:

xxxxx xxxx

rector

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_