

# Agency Agreement on Agent's Duties in Rendering Services to Foreign Students Enrolled in One-year Intensive Course of Czech for Foreigners

concluded under the provisions of Section 1747, Act No. 89/2012 Coll., Civil Code

by and between

Masaryk University

with its registered office at Žerotínovo náměstí 617/9, 601 77 Brno

company ID No.: 00216224

Language Centre

with the registered office at Komenského náměstí 2, Brno

represented by

Masaryk University is a public higher education institution not entered in the Companies Register

(hereinafter referred to as "MU")

and

Student Dreams Czechia Ltd.

company ID No.: 19360282

with its registered office at Praha, Korunní 2569/108, 101 00 Praha - Vinohrady

represented by Carlos Cepeda, Director

Bank Branch: Raiffeisenbank, INC

Bank Address: Vodičkova 38, 110 00 Nové Město

Account Name: CARLOS FELIPE CEPEDA CARDENAS

IBAN: CZ85 5500 0000 0020 0121 1212

SWIFT: RZBCCZPP

Acc Number: 2001211212/5500

hereinafter referred to as the "Agency"

as follows:

## I

### Purpose

- 1.1 MU is a legal entity organizing the One-year Intensive Course of Czech for Foreigners as part of a lifelong learning programme.
- 1.2 The Agency is entitled to mediate study in the One-year Intensive Course of Czech for Foreigners (hereinafter referred to as the "Course") to potential clients from abroad.
- 1.3 The purpose hereof is to stipulate rights and duties of the contracting parties in mediating the participation in the Course and to set out rights and duties involved in rendering services to the clients during the Course period.
- 1.4 The Course participants – clients shall not have the student status under the legal regulations valid in the Czech Republic.

- 1.5 A participant to the Course is a person interested in taking the Course who concluded or will conclude a contract with MU pursuant to which MU shall provide the Course to the participant.

## **II**

### **Subject of Agreement**

- 2.1 Pursuant hereto, the Agency undertakes to mediate the possibility to conclude a Contract for Provision of Educational Services (hereinafter referred to as the "Contract") between MU and potential clients from Colombia, Ecuador, Venezuela, Peru, Turkey, Middle East-Africa and Kazakhstan concerning the participation in the Course, whereas the result of the agency work shall be enrolment of foreign students in the Course and conclusion of the Contract. MU undertakes to conclude the Contract with a potential client and pay to the Agency remuneration for the mediation and for other services provided to the client pursuant hereto. Mediation shall mean ensuring the participation in the Course of a client who shall conclude the Contract with MU as a result of the Agency's work, and who shall pay the Course fee.
- 2.2 MU undertakes that pursuant to the Contract for Provision of Educational Services, it shall provide education in the Course, whose content is the teaching of Czech language to foreigners who intend to study at a higher education institution in the Czech Republic. MU is not obliged to render any other services to the clients than education in the Course; all the other care and services shall be provided by the Agency on the basis of a contract with the clients.
- 2.3 The Agency undertakes to provide organizational work and services of a guide for the clients in the minimal scope stipulated by this Agreement, in particular by Section V hereof.
- 2.4 MU is entitled to charge a fee for the provision of the Course to the students. The Agency is entitled to a commission for the mediation, and remuneration for its organizational work and services of a guide under the terms hereof.

## **III**

### **Duties of MU**

- 3.1 MU is obliged to provide to foreign students the Czech language instruction and specialized preparation for their further studies. Passing the Course shall not guarantee admission of the student to further studies; the successful passing of the Course shall not constitute an entitlement to be admitted to further studies.
- 3.2 The Course shall be held only if at least 5 participants are found by the Agency. In case the Agency fails to find the minimum number of participants and MU doesn't have enough additional students to open the course, MU shall be entitled to cancel the Course and refund the Course fee to the potential clients who paid the fee. In such case, the Agency shall not be entitled to any commission or remuneration for its work.
- 3.3 The conditions and content of the Course are specified in Appendix No. 1, which forms an integral part hereto.

## **IV**

### Other Duties of MU

1. MU further undertakes to:
  - a) Provide to the Agency the **Certificates of Study in a Lifelong Learning Programme** on the basis of an advance payment of 50% of the Course fee and the list of the participants with mandatory data, sent to MU.
  - b) Give information about the study at Masaryk University to the Course participants that will facilitate them the process of applying for study at MU.
  - c) Provide suitable space for teaching the Course including providing the students with access cards, which enable them entry to the building where the classrooms are located.
  - d) Secure teachers for the Course.
  - e) Provide textbooks of Czech for foreigners, practice books and other teaching/learning materials to support the teaching/learning process.
  - f) Ensure that the Course is well organized and administered.
  - g) Help the clients book accommodation for the period of the Course in case there are vacancies in MU's halls of residence. If there are no vacancies in MU's halls of residence, MU cannot provide accommodation to the clients; the clients have to find accommodation in the Czech Republic by themselves or with the help of the Agency.
  - h) Keep student records in the Information System that will enable the students to use information centres and libraries and to communicate with the provider through its e-mail interface.
  - i) Conclude a separate Contract with the Course participants no later than 14 days before they commence the studies. The students shall be bound to respect the terms of the Contract. MU reserves the right to terminate the studies of a student who breached the Contract in a gross manner.
  - j) MU undertakes to issue the **Certificate of Completion of an Extended Language Programme**, specialization **Intensive Course of Czech for Foreigners** to all students who will meet the minimum obligatory attendance and successfully pass the final test.
  - k) Upon a request by the Agency, MU shall inform the Agency of the attendance of students whose participation in the Course was mediated by the Agency.

### V

### Duties of the Agency

1. The Agency undertakes to:
  - a) Mediate enrolment in the Course to students by sending their mandatory data, which will be part of the Contract for Provision of Educational Services.
  - b) Cooperate with MU in communication with and smooth administration of students when they commence the Course and during the studies.
  - c) Inform the students of the Cancellation Policy regarding the Course, which forms an integral part hereof, and request their written consent to the terms stated in Appendix No. 2.
  - d) The Agency shall bear legal liability for the students for the entire duration of their student visa.

- e) Submit a power of attorney from parents of underage participants (those who have not reached the age of 18 at the moment of commencement of the studies) which shall clearly state that the Agency is entitled to represent the student and shall be liable to the parents for incompetent representation. To be recognized as an official document, the power of attorney shall bear an officially verified signature, shall be attached an apostille or another legalization and shall be translated into Czech by a certified translator. The Agency shall authorize a person who shall bear legal liability for underage students and shall represent them before authorities and during the administration of their studies in the Czech Republic.
  - f) Inform MU on an ongoing basis about the numbers of potential clients with whom the Agency negotiates, and of the final number of mediated participants; to deliver the list of the participants to MU no later than 30 days before the start of the Course.
2. The Agency is also obliged to provide to the participant:
- a) Full legal consultancy (possibilities and conditions of studying and living in the Czech Republic, requirements for filing an application for long-term stay / residence permit for the purpose of study, recognition of certificates etc.)
  - b) Support and coordination of obtaining the residence permit, sending documents and certificates
  - c) Issuing recommendation and preparing for an interview at the Czech consulate

## VI

### Course Fee and Maturity

- 6.1 The price of the Course is **EUR 3,990** (in words three thousand nine hundred and ninety euro) per student, which shall be paid by the Agency/student as follows: The Agency/student shall fill in the registration form. Then the Agency/student shall obtain information about payment with the link to the MU Shopping Centre. The Agency shall create an order, which shall be paid by payment card or bank transfer in the amount of 50% of the Course fee.

The remaining 50% shall be paid by the Agency/student no later than 3 weeks before the start of the Course. In case the fee is not paid prior to the commencement of the Course in full, MU shall be entitled to withdraw from the Contract for Provision of Educational Services with immediate effect; in such case, the Agency shall not be entitled to the commission mentioned in this Section.

- 6.2 The Agency is entitled to a commission for the mediation, and remuneration for organizational work and services rendered to the clients. The amount of the commission and remuneration is 399 VAT inclusive per student.
- 6.3 The Agency shall become entitled to the commission after the Agency/student pays the full fee of the Course to the account of MU and the minimum number of participants have signed up.
- 6.4 The Agency shall bill the commission and remuneration through a tax document, whereas the stipulated price includes the VAT; if the VAT rate changes, the price shall remain the same. The maturity of the tax document shall be 21 days following its delivery to MU. The tax document shall contain all requisites stipulated by law, otherwise it is not a document eligible for payment and shall be returned to the Agency for correction. MU is not obliged to pay the commission or remuneration until a due tax document is issued.

- 6.5 The commission and remuneration shall cover all costs of the Agency expended in connection with the performance hereof.
- 6.6 In case a student terminates their participation in the Course for any reason and MU refunds the Course fee or a proportionate part thereof, the Agency shall refund a proportionate part of the commission to MU.

## **VII**

### **Term**

- 7.1 This Agreement is concluded for the purpose of cooperation on the preparation of courses in the academic years 2025/2026.
- 7.2 The contracting parties agree that the cooperation may be extended for the next academic year pursuant to an amendment hereto.
- 7.3 This Agreement shall come into effect as of the day of its publication in the register of contracts. The rights and duties established hereby shall continue to be binding upon both contracting parties after the end of the academic year, however, no longer than 5 years after the end of the last academic year.

## **VIII**

### **Governing Law**

- 8.1 This Agreement is governed by Czech laws.
- 8.2 The Agency is obliged to ensure the personal data protection in the minimum extent stipulated by Czech legal regulations. The Agency acknowledges that a breach of data protection regulations may significantly affect the property of MU, in particular due to potential penalties imposed by public authorities, and that the value of such penalties may exceed the fulfilment under this Agreement many times. The Agency is obliged to inform the potential clients about the Masaryk University Directive No. 1/2018 – Personal Data Processing and Protection.
- 8.3 The contracting parties agree that any dispute arising from this Agreement shall be decided by Czech courts with material and territorial jurisdiction, as determined for MU.
- 8.4 If a certain provision hereof becomes invalid, the contracting parties undertake to replace such a provision with a new provision within 30 days of a request by any party, and this new provision shall supersede the invalid text so that it expresses the common will of the parties.

## **IX**

### **Final Provisions**

- 9.1 This Agreement is drawn up in two counterparts, of which each contracting party shall receive one. If there are more language mutations hereof, the Czech version shall prevail. The governing law for this Agreement shall be Czech law. Any dispute shall be decided by Czech courts, whose territorial jurisdiction shall be determined according to MU's registered office.
- 9.2 This Agreement shall be published in the register of contracts. This Agreement shall enter into force on the day of its execution by both contracting parties. The Agreement shall enter into effect as of its publication.

- 9.3 Any amendments hereto may only be made in writing.
- 9.4 The contracting parties declare that they have read this Agreement and that it corresponds to their true and free will, in witness whereof they affix their signatures.

In Brno on June 30

In Prague on June 3

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Masaryk University

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Agency

## Appendix No. 1

### **One-year Intensive Course of Czech for Foreigners**

The Course is intended for foreign students who wish to pursue higher education in the Czech Republic. No previous knowledge of Czech is needed; the Course is designed for complete beginners.

#### **Content**

The students will learn to actively communicate in common life situations as well as attain communication basics in the area of their specialization. Specialized preparation for studies will be in the form of individual consultations and e-learning. Emphasis will be put on self-study.

One of the main outcomes of the Course is to contribute to the successful passing of entrance examinations to a university or another higher education institution. The scope of the Course is much wider and will enable integrating the students into Czech society without any worries about social, cultural and language barriers. Individual approach to the students and their needs is emphasized. The Course will be completed by passing the final exam.

- Grammar, vocabulary, pronunciation
- Everyday life situations
- Czech history and culture
- Side events (university lectures and seminars, cultural events)

#### **Goals**

The Course aims at fast mastering and deepening language, social and cultural knowledge and skills. The main goal is to prepare the students for future higher education studies conducted in Czech.

#### **Admissions requirements**

- fill in and send an electronic application and a copy of the passport
- submit a document proving the completion of secondary education, no later than at the beginning of the Course
- pay the Course fee
- confirmation of admission will be issued upon payment
- in case visa is not granted, the Course fee shall be refunded in full
- information about visa issues

#### **Completion**

The Course will be completed by passing the final examination and obtaining the certificate of completion.

#### **Scope**

**700 lessons (596 + 4 consultation hours + 100 e-learning lessons)**

**1.9.2025 – 8.5.2026**

Classes will not be held on:

National holidays – 27.10. – 29.10.2025, 17.11.2025, 1.5. and 8.5.2026

Christmas holidays – 19.12.2025 – 4.1.2026

A week in January – to be determined

Spring vacation – 16.2. – 22.2.2026

Easter – 3.4. – 6.4.2026

Week of preparation for the final exam – 4.5. – 8.5.2026

**Price:** 3,990 EUR (includes teaching/learning materials, does not include accommodation)

### **Teaching/learning materials**

The nature of the Course enables tailoring the teaching/learning materials to the users' needs. Both the traditional textbooks of Czech as a foreign language and supplementary and authentic resources will be used.

### **Attendance**

Students will be admitted to the final examination only if their attendance has not dropped below 70%.

### **Final examination**

- Final examinations:
- B2 level – 11.5. – 15.5.2026
- B1 level – 18.5. – 22.5.2026
- First resit: 20.6. – 24.6. 2026
- Second (paid) resit: 1.9. – 4.9. 2026
- upon successfully passing the final exam, the students will get a certificate of completion of the Course and of the final exam according to the level achieved
- if a student fails the final exam, there is a possibility to resit; the second resit is subject to a fee of 2,550 CZK / 100 EUR
- **this is not the Final State Examination!**

### **Teachers**

The Course will be taught by lecturers of Masaryk University Language Centre, who have long-term experience in teaching as well as systematic study of didactics, resulting in the most efficient language instruction and support.



## Appendix No. 2

### Cancellation Policy

#### **In-person courses:**

1. The student as a consumer is entitled to withdraw from the Contract without stating a reason within 14 days after the conclusion of the Contract. The student is not entitled to withdraw from the Contract later than 14 after its conclusion. The moment of creating the order for the course in the MU Shopping Centre is considered the moment of concluding the Contract.
2. If the student does not receive a visa for in-person study of the intensive course of Czech by the start date of the course or if the student cannot participate in the course in person, he/she shall be obliged to take the course online, including the final examination. In such case, the student shall not be refunded the course fee.
3. The student is allowed to join the in-person study during the course if the situation allows (the visa is granted etc).
4. If the student who takes part in the in-person form of the course fails to actively participate in the course and his/her attendance is lower than 70%, he/she shall be sent 2 notification e-mails at the most. If he/she does not increase his/her attendance to the required 70% even after being sent the e-mails, MU shall report the situation to the Foreign Police.