

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is made on the 5th day of June 2026

BETWEEN:

- (1) **Nanyang Polytechnic**, (UEN: T08GB0032G), a statutorily incorporated educational institution, established pursuant to the Nanyang Polytechnic Act 1992, with its registered Office 180 Ang Mo Kio Avenue 8 Singapore 569830 (hereinafter referred to as “NYP”);

And

- (2) **Institute of Technology and Business in České Budějovice (VŠTE)** a public institution of higher education, with its registered Office Okružní 517/10370 01 České Budějovice (hereinafter referred to as “VŠTE”)

Each a “**Party**” and collectively, the “**Parties**”

Whereas:

- A. NYP is an institute of higher learning offering full-time diploma courses and a range of continuing educational programmes;
- B. VŠTE is an institute of higher education offering Bachelor’s and Master’s degree programs focusing on the areas of Technology and Business
- and
- C. Recognising the value of promoting mutual co-operation, Parties wish to strengthen collaboration and to share knowledge. Parties agree to cooperate with each other in fields which include but are not limited to fields of Business Management.

In consideration of the rights and obligations of the Parties herein, the Parties agree as follows:

1. AREAS OF COLLABORATION

- 1.1 Subject to mutual consent, the areas of collaboration will also include any programme offered by either Party and which will contribute to the fostering and development of the cooperative relationship between the Parties. Collaboration may be carried out through programmes such as:

- 1.1.1 Academic faculty attachment programmes
- 1.1.2 Student Exchange programmes
- 1.1.3 Student Internship programmes
- 1.1.4 Short-term educational programmes
- 1.1.5 Joint academic research activities and publications
- 1.1.6 Participation in joint academic co-development, co-design & delivery of seminars /lectures
- 1.1.7 Any other activities which mutually agreed by both parties.

2. DEFINITIVE AGREEMENTS

- 2.1 The terms of cooperation for each specific activity implemented under this MOU shall be mutually discussed and agreed upon in writing by the Parties prior to the initiation of any specific activity. Any commitment of resources, financial or otherwise, in support of these activities must be addressed and discussed in subsequent activity specific agreements.

2.2 Any such specific agreement will detail including, but not limited to the following contributions expected from each Party:

- a. Objectives and framework;
- b. Technical aspects;
- c. Schedules and duration;
- d. Intellectual property rules, confidentiality and communication aspects;
- e. Financial aspects, including housing, travel, insurance and other costs.

2.3 Each Party will designate a person in charge of the cooperation program (Program Coordinator) within each specific agreement.

3. TERM

3.1 This MOU will come into effect from the date of mutual signing, remains in force for a period of 5 years (the “**Term**”) and may be reviewed on an annual basis. Either Party may choose to terminate this MOU and its participation in the programme by giving thirty (30) days written notice to the other Party at any time during the Term.

4. TERMINATION

4.1 Either Party may terminate this MOU immediately if the other Party commits any material breach of this MOU and fails to remedy that breach within twenty-one (21) days of written notice of that breach or any other date to be agreed by the Parties. The twenty-one (21) day period only applies where a breach is capable of remedy. If the breach is incapable of remedy, the MOU may be terminated with immediate effect by written notice.

4.2 The termination of this MOU shall not prejudice any programme already undertaken pursuant to this MOU prior to such termination.

5. CONFIDENTIALITY

5.1 Each Party shall undertake to observe the secrecy and confidentiality of confidential information received from or supplied to the other Party during and after the period of implementation of this MOU and made pursuant to this MOU and shall not disclose or give references to such information to any other person.

5.2 For the purposes of this MOU, “confidential information” means any information disclosed by a Party (the “**disclosing Party**”) to the other Party (the “**receiving Party**”) of this MOU whether prior to or subsequent to the signing of this MOU, on technical, business, marketing, policy, know-how, planning, project management, personal and other information, data and/or solutions in any form, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be confidential for the knowledge of the receiving Party or if orally given, is given in the circumstances of confidence; unless such information:

- a. is or later becomes public knowledge other than by breach of the foregoing paragraph, or
- b. is in the possession of the receiving Party with the full right to disclosure prior to its receipt from the disclosing Party, or
- c. is independently received by the receiving Party from a third party having full right to disclosure prior to this agreement, or

- d. is required by a court of law or other competent public body or by statute or any regulations having the force of law.

6. PERSONAL DATA PROTECTION

- 6.1 The Parties shall collect, process, use, disclose and otherwise manage personal information only for the purposes of fulfilling their obligations under this MOU. The Parties shall ensure that personal information is not used for any purpose other than that for which it is collected.
- 6.2 The Parties will undertake to and shall ensure that they will comply fully with all applicable data protection laws including applicable government internal policies and where appropriate, implement administrative, organisational, physical and technical measures to protect personal data collected, used and disclosed for the purposes of this MOU.

7. INTELLECTUAL PROPERTY

- 7.1 Each Party shall remain the owner of all intellectual property; Including but not limited to copyrights, patent and trade secrets; ("IP") which was already under the ownership or control of that Party prior to the disclosure to the other Party. Nothing in this MOU shall be deemed to grant, whether expressly, impliedly or otherwise, ownership of, rights of use of, or any other interests to, such IP to the other Party.
- 7.2 IP developed pursuant to this MOU shall be owned according to each Party's contribution and in any event with the percentages of ownership and other details to be agreed between the Parties in a separate agreements.
- 7.3 No Party shall grant a commercial license to any third party in jointly owned IP without the written consent of the other Party.

8. NON-BINDING

- 8.1 While no binding commitments have been made save for Clauses 3, 4,5,6, 7, 9, 11 and 12, the Parties sign this MOU in recognition of our common interests and agree to periodically discuss the status of our collaboration.

9. LIABILITY

- 9.1 Neither Party shall have any liability for any losses or damages which may be suffered by the other Party unless caused by the wilful action or gross negligence of the first Party. To the full extent allowed by law, neither Party shall be responsible for any cost or damage caused indirectly or are of a consequential nature howsoever arising including whether the same arises in contract or tort.
- 9.2 Neither Party shall be liable for any delay or failure in performing its duties under this MOU caused by a force majeure event, The affected Party must provide the other Party written notice on becoming aware of a force majeure event, such notice to contain details of the circumstances giving rise to the force majeure event.

10. NOTICES

- 10.1 Any notices, demands or other communications under this MOU shall be made in writing by email or sent by registered mail to the following addresses or such other address as may be notified by one Party to the other in writing:

If to NYP:

Address: 180 Ang Mo Kio Avenue 8 Singapore 569830

Email:

Attention:

If to VŠTE:

Address: Okružní 10, 37001 České Budějovice

Email:

Attention:

- 10.2 Any notice, request, demand or other communication by a Party to be given or made under this MOU shall be given in writing and may be sent by post, electronic mail or be delivered by hand addressed to the other Party at their respective addresses specified above. Any such notice shall be deemed to have been received at the expiry of two days after posting (in the case of notice given by post) or if delivered by hand on delivery, or if made by electronic mail, when acknowledged by the addressee

11. JURISDICTION AND RESOLUTIONS

- 11.1 If any question or situation should arise which is not expressly provided for in this MOU, the same shall be resolved by consultation between the Parties in the spirit of mutual cooperation.

If any matter cannot be resolved by consultation between Parties, the Parties submit to the exclusive jurisdiction of the courts of Singapore. This MOU shall be governed and construed in accordance with the laws of the Republic of Singapore.

12. GENERAL TERMS

- 12.1 Any variation to this MOU shall be mutually agreed by the Parties in writing.
- 12.2 Nothing in this MOU shall be deemed or implied to create a joint venture or partnership of any kind between the Parties. No Party shall have the right to contract on behalf of or bind the other Party or make any commitment, representation, or warranty for or on behalf of the other Party.
- 12.3 A person who is not a party to this MOU shall have no right to enforce or enjoy the benefit of any term of this MOU or at all.
- 12.4 Neither Party may make any public announcement in relation to this MOU without first obtaining the approval of the other Party.
- 12.5 No provision of this MOU will be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of this MOU or that provision.
- 12.6 Nothing in this MOU shall limit the freedom of either Party to pursue similar activities with any third party.
- 12.7 Neither Party may assign this MOU or any of its rights under this MOU without prior written consent from the other Party.

12.8 This MOU may be executed in one (1) or more counterparts by the duly authorized representatives of the Parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

12.9 Each Party must pay its own costs and expenses in respect of the negotiation, preparation, execution and delivery of this MOU.

12.10 All documents and communications between the Parties shall be in the English language.

In witness whereof, the Parties hereto have executed this MOU on the date first written above:

**For and on behalf of
Nanyang Polytechnic,
Singapore**

**For and on behalf of
Institute of Technology and Business in
České Budějovice, Czech Republic**

Name: Chan Wai Meng (Russell)

Name: Marek Vochozka

