



Došlo na právní oddělení ČZU dne:

2 9. 03. 2018

## Agreement on Cooperation

(hereinafter referred to as the „Agreement“)

concluded in accordance with Art. 1746 sub. 2 and subsequent Act No. 89/2012 Coll.,  
Civil Code, as amended  
(hereinafter referred to as “Civil Code“)

Between

1) **MSM GROUP s.r.o.**

Address: U Sluncové 12a/666, 186 00 Praha 8 - Karlín, Czech Republic

Identification Number: 27355462

VAT: CZ27355462

Represented by: Ing. Yevgen Kolesnyk

Registered by Municipal Court in Prague, section C, file 195762

(Further „Party A“)

And

2) **Česká zemědělská univerzita Praha**

Faculty of Economics and Management

Address: Kamýcká 129, 165 00 Prague - Suchdol, Czech Republic

Identification Number: 60460709

VAT: CZ60460709

Represented by Ing. Jana Vohralíková, bursar

(Further „Party B“)

(hereinafter collectively referred to as the "Parties")

### Object of Agreement

With the aim of enhancing cultural exchange and educational cooperation between the Czech Republic and foreign countries, Party B desires to contract the promotion services of Party A, in order to recruit foreign students for studies at the Faculty of Economics and Management. Party A will conduct promotion activities in outside of the Czech Republic and will be awarded 24 000 CZK per BSc student, 31 500 CZK per MSc student, 39 000 CZK per Ph.D. The party A will also be awarded 15 750 CZK per exchange student per one semestr or 31 500 CZK per two semesters.

The amount will be paid on the base of invoice after the tuition fees have been paid by the recruited student who has acquired his visa and has been enrolled at the Faculty of Economics and Management. Party B will advise Party A in the procedures of acquisition Czech study visa for these students who recieved a Letter of Acceptance from Party B. Both parties agree to cooperate closely in order to facilitate all legal procedures for students enrolled in any of English programmes offered at Faculty of Economics and Management. This agreement is valid until 31th December, 2019.

## Payment arrangements

Remuneration will be paid by the Party B on the basis of a tax document – an invoice, by a bank transfer to the bank account of the Party A. Party A is obliged to issue the invoice within 30 days of the student's registration.

The tax document – invoice should contain all details of a regular accountant and tax document as described in the relevant legal regulations, in particular the Act No. 235/2004 Coll., On the value added tax, as subsequently amended. In case the invoice does not include all the appropriate requirements, Party B has the right to return it to Party A before the payment deadline in order to have the missing data filled in, while making sure there is no delay with the payment. The payment deadline starts anew from the moment the invoice is re-delivered to Party B.

The due date of invoice is 30 days from the date of verifiable delivery to Party B. Party A is obliged to deliver the invoice to the following address: Ceska zemedelska univerzita v Praze, Kamycka 129, 165 00 Praha – Suchdol. Any other type of delivery will not be considered as appropriate and Party B will not be obliged to settle the payment for the invoice delivered in a different manner.

The day of deduction of the invoiced amount from the bank account of Party B in favour of the bank account of Party A will be considered the day of payment.

Should Party A be subject to VAT payment the payment settlement in favour of Party A will be carried out to the account of Party A published by the tax administrator in accordance with Section 98 Act No.235/2004 Coll. On value added tax, as subsequently amended. The payment will be implemented to the account number published by tax administrator even if the invoice shows a different account number. In case Party A is subject to VAT but does not have an account number published by tax administrator in accordance with Section 98 Act No. 235/2004 Coll. On value added tax, as subsequently amended, Party B will proceed with the payment to the account number only after it is published by the tax administrator, while making sure there is no delay in the payment. Party A will immediately inform Party B that the Tax Administrator has published the account number of Party A.

## Final provisions

This Agreement shall enter into force on the date the of its publication in the register of contracts in accordance with Act No. 340/2015 Coll., on register of contracts, as amended. This Agreement may be terminated by either Party by 30 days written notice to the other Party.

The relations of Parties are governed by Czech law. Matters which are not specifically dealt with in this Agreement, are solved in accordance with the provisions of the Civil Code and other binding legal provisions, applicable within Czech law.

The Agreement is drawn up in 4 (four) identical copies, each copy having the value of the original. Each party will receive 2 (two) identical copies of the Agreement.

Any changes or amendments to this Agreement are possible only on the basis of a written agreement of the Parties. Addendums to the Agreement must be dated, numbered and signed by both Parties.

If the reason for invalidating the Agreement is based solely on specific provisions of this Agreement, only the specific provisions may be invalidated, provided that from their character, contents or circumstances, in which they were agreed upon, cannot be separated from the remaining contents of the Agreement.

Party A agrees wholeheartedly with the publication of the full text of this Agreement so that this Agreement can be deemed information provided pursuant to Act No. 106/1999 Coll., on Freedom of Access to Information, as amended and Act No. 340/2015 Coll., on register of contracts, as amended.

Party A is aware and agrees with the fact that he is a person bound by the duty of financial control, in accordance with Art.2, Letter e) of the Act No. 320/2001 Coll., as amended. Party A is obliged to fulfill all conditions which are related to his person as stipulated in the above mentioned Act.

The Parties declare that before signing hereunder they have read the Agreement and unreservedly agree to its contents.

The Agreement is an expression of their true, genuine, free and serious will. The proof of the authenticity and veracity of these statements to be provided by the authorized representatives of the Parties in the form of their signatures.

**In Prague,**

Signature of Party A:

7.3.2018

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Ing. Yevgen Kolesnyk

**MSM GROUP s.r.o.**  
U Sluncové 666/12a  
186 00 Praha 8 - Karlín  
IČ: 27355462

Signature of Party B:

07-03-2018

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Ing. Jana Vohralíková, bursar

