

# FRAMEWORK AGREEMENT ON COOPERATION

contract number of the Faculty: 006243/2018/00

## I. Contracting Parties

**Brno University of Technology**  
**Faculty of Information Technology (FIT BUT)**  
Božetěchova 1/2, 612 66 Brno  
Company Reg. No.: 00216305, Tax Ident. No.: CZ00216305  
Bank account: XXX, Account number: XXX  
Represented by: prof. Dr. Ing. Pavel Zemčík, dean of FIT BUT  
(hereinafter referred to as the "**Faculty**")

and

**Moravia IT s.r.o.**  
Registered office: Příkop 262/15, 602 00 Brno  
Company Reg. No.: 03251853, Tax Ident. No.: CZ03251853  
Represented by: XXX based on an authorization dated XXX  
(hereinafter referred to as the "**Partner**")

(The Faculty and the Partner are hereinafter jointly referred to as "Parties" and individually as "Party".)

conclude in accordance with the provisions of Article 1746 Para. 2 of Act No. 89/2012 Coll., The Civil Code this Framework Agreement on Cooperation (hereinafter the "Agreement"):

## II. Scope of the Agreement

With a view to strengthening their bilateral relationship, the Parties undertake to hold a comprehensive dialogue and promote further cooperation between them on all sectors of mutual interest, mainly in the fields of education and scientific research. The exact terms of the specific forms of cooperation and the settlement of mutual costs beyond this Agreement may be covered by separate ad hoc contracts. For the purpose of this Agreement the object of a close cooperation is further specified as follows:

1. Assigning of specialized topics of the so-called Student works (seminar, bachelor's, diploma and dissertation theses, project topics and other tasks for students) by the Partner through the Faculty, including the possible professional consultation of these Student works.
2. Participation of the Partner in education, in the form of lectures and seminars.
3. Cooperation in the field of scientific research consists of joint research activities in the form of a joint application when applying for funding projects and in the form of an economic cooperation in research.
4. Cooperation in the service sector is considered a mutual provision of services in the area of education and research.
5. Cooperation in the field of ensuring student internship placement for students of the Faculty and securing the scientific scope of such a placement, as well as cooperation on organizing competitions and other events for students.

6. Promotion of the Partner by the Faculty on its premises.
7. Further collaboration.

### **III.**

#### **The rights and obligations of the Parties**

1. In connection with the assigning of a topic of Student Work, the Partner undertakes to provide the students with facilities, equipment, software and consultation to the extent appropriately given to the scope and purpose of the Student Work. The Faculty undertakes to provide adequate pedagogical guidance for the Student Work.
2. For the purpose of cooperation in the area of education, the Partner undertakes, after the Parties mutually agree, to participate in the educational process. The Faculty then ensures the facilities for training and technical support of the educational process, or alternatively the integration into the educational program of the Faculty.
3. Cooperation in scientific research will be regulated by other contractual relationships according to the needs. The Faculty and the Partner undertake to support each other when requesting funding from providers of research funding.
4. Cooperation in the field of services will be adjusted according to the needs by further contractual relationships. After a mutual agreement, the Faculty and the Partner commit to provide each other services in the area of scientific research, experimental work, education, etc.
5. Upon a mutual agreement, the Partner undertakes to offer the Faculty a possibility of professional traineeships in its facilities for the students of the Faculty. Furthermore, the Partner will, after a mutual agreement, collaborate and sponsor student competitions and other events. The Faculty agrees to adequately enable the promotion of the Partner during these events.
6. The Faculty will promote the Partner by displaying logo of the Partner on its premises within duration of the Agreement and the Partner undertakes to pay remuneration for advertising in accordance with article IV.2 of the Agreement.

### **IV.**

#### **Participation in the economic benefits of cooperation**

1. The Parties expect significant economic benefits of cooperation specified in article II. of this Agreement.
2. The Partner undertakes to pay an annual payment in the amount of CZK 30,000 plus statutory VAT for advertising of the Partner as stipulated in article III.6 of the Agreement. The invoice will always be issued to March 31<sup>st</sup> of the current year with a 15-day payment, otherwise within 30 days from the effective date of the contract, if this occurs after March 1<sup>st</sup> of the current year.
3. The Partner will not be charged the above mentioned annual payment in the case, when the amount for direct use in the budget of the Faculty (eg. the amount from a contract research, donations, etc.) paid by the Partner on the account of the Faculty in the previous calendar year exceeded CZK 30,000.
4. If the Faculty and the Partner participate in a grant project where the amount of the grant received by the Faculty exceeds CZK 800,000 in the previous calendar year, the Partner has the possibility to apply for a waiver from the regular annual payment for the given year. Withdrawal from the regular annual payment must be made by a written amendment.

**V.**  
**Final Provisions**

1. This Agreement is concluded for an indefinite period of time. Each Party may terminate the Agreement with three month's notice period, which begins on the first day of the month following the delivery of the notice. The withdrawal must be made in writing. Termination of this Agreement does not affect the obligation to meet the obligations of validly executed sub-implemented contracts.
2. This Agreement may also be terminated by a mutual agreement of the Parties. The Termination Agreement must include the date on which this Agreement is terminated and the method of mutual settlement of the rights and obligations of the Parties.
3. This Agreement shall enter into force and effect on the date of signature by both Parties.
4. Any amendments or additions to this Agreement must be made in the form of written, numbered amendments signed by both Parties.
5. The Parties agree that this Agreement and legal relationships not governed by this Agreement shall be governed solely by the relevant laws of the Czech Republic, in particular the relevant provisions of Act No. 89/2012 Coll., The Civil Code.
6. This Agreement is executed in two counterparts, each of which shall be authentic. The Partner and the Faculty will each receive one copy.
7. An integral part of this Agreement is a so called *Code partnership with FIT* (Annex 1.), by signing this Agreement, the Partner manifests, that he read the text and agrees with the content.
8. By signing this Agreement, the Parties acknowledge that they are aware that this Agreement is subject to the obligation to publish it under Act No. 340/2015 Coll., the Register of Contracts, as amended. The Faculty shall make the publication in the register of contracts.
9. This Agreement shall enter into force on the date of signature by both Parties. The Parties acknowledge that this Agreement shall enter into effect no earlier than the date of publication of the Contract in accordance with the Register of Contracts Act.
10. The Parties declare that the facts contained in this Agreement are not considered business secrets and grant permission to use and publish them without any other conditions.
11. The Parties declare that the Agreement was drawn up on the basis of their true, solemn and free will, in witness whereof they attach their signatures.

Faculty:

Partner:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
prof. Dr. Ing. Pavel Zemčík  
dean of FIT BUT

\_\_\_\_\_  
XXX  
CIO

## Annex 1.

### Code partnership with FIT

Code partnership with FIT defines a common interest of the Faculty and the Partner to provide the students with space, conditions and opportunities for a quality comprehensive education.

1. The Partner has an interest in high-quality education of the student.
2. The Partner supports the professional growth and professional skills of the students due to the content of the cooperation.
3. The Partner sets a student with such working hours, in order for him to be able to attend all lessons.
4. The Partner sets the work load for the student during lecture and examination period in a way, that the student has a chance to prepare for lectures, perform school work and prepare for exams.
5. In case a student gets into difficulties with the fulfilment of his study requirements (eg. upon completion of projects, exam preparation), the Partner will provide the student needed study time.
6. The Partner presents himself in the faculty premises within the agreed terms.