

BSU20180728

AGREEMENT

between

**Masaryk University,
Faculty of Sports Studies**
Address: Žerotínovo nám. 9, 602 00 Brno, Czech Republic,
represented by [REDACTED]

[REDACTED]
Account holder: Masaryk University, Žerotínovo nám. 9
Bank: Komerční banka Brno, nám. Svobody 21

According to the Act No. 111/1998 (Amended and Consolidated) on Higher Education amending certain acts, as amended, (hereinafter Higher Education Act), Masaryk University is a public high education institution (legal subject) and is not listed in the business register

(hereinafter referred to as FSpS MU)

and

BEIJING SPORT UNIVERSITY
Address: No. 48 Xinx Road, Haidian District
Beijing Sport University
100084 Beijing
P. R. China
[REDACTED]

(hereinafter referred to as BSU)

1. Duration of the Agreement

- a) This agreement is dated the August 1, 2018.
- b) The duration of this agreement is two years in the first instance with effect from August 1, 2018.

2. Scope of the Agreement

- c) This document records an agreement between FSpS MU and BSU to develop an institutional relationship whereby the two parties recognize each other as Partner Institutions. The relationship is seen as being of benefit to both institutions and to the students.
- d) This agreement recognizes both parties as independent institutions.

3. Aims of The Partnership

- a) The aim of the partnership is to identify routes between academic programs delivered at FSpS MU and BSU to enable students of BSU to progress to study on FSpS MU.
- b) Under the terms of this Agreement, the FSpS MU recognizes named awards delivered by Beijing sport University as appropriate for entry to named programs at the FSpS MU, thereby providing a basis for individual applications to the FSpS MU's program. The agreed awards and programs are listed in section scope of educational provision of this Agreement.

4. Status of the Agreement

- a) It is agreed by FSpS MU and BSU that this Agreement is legally binding and that a breach of the Agreement by either party may lead to its termination under clause 11.2.
- b) Prior to the production of this Agreement, both parties have exchanged a range of information about their respective institutions which, in signing this Agreement, they confirm to be accurate. Where any changes to this disclosed information affects the terms of The Partnership or any subsequent educational provision, each party undertakes to immediately inform the other party and to agree amendments to this Agreement to reflect such changes.
- c) FSpS MU and BSU shall each be responsible for compliance with national law of their home countries and other laws and regulations as applicable to the partnership.
- d) It is acknowledged that FSpS MU and BSU may enter into other agreements with educational institutions and that this Agreement is not intended to be an exclusive arrangement.
- e) This Agreement is specifically limited to the courses and qualifications listed in section 5. Any further courses or qualifications will be subject to a further agreement. FSpS MU will not support any serial arrangements

5. Conditions of Study

5.1. Scope of Educational Provision

Long Life Learning: Football Referee

- a) Long Life Learning: Football Referee (LLL: Football Referee) for BSU students to undertake one year of study at FSpS MU. Detailed schedule of the program is outlined in the Appendix 4 of this agreement.

- b) 1 year LLL: Football Referee program at FSpS MU. BSU students transfer the credits gained at FSpS back to BSU and are awarded a BSU Undergraduate Degree.
- c) Part of the LLL: Football Referee is also an internship provided in cooperation with the Football Association of the Czech Republic.
- d) Students who successfully complete the program will be entitled the Certificate of the program completion and Transcript of Records.
- e) For every group of 18 students from BSU attending the LLL: Football Referee at the FSpS MU, FSpS MU will welcome one visiting scholar from BSU for the whole stay of the BSU students at FSpS MU. If requested, FSpS MU will arrange the accommodation for a visiting scholar. All expenses for a visiting scholar including travel costs, accommodation and meals shall be covered by BSU.

5.2. Admissions

- a) Responsibility for all admissions decisions relating to the FSpS MU programs cited in this Agreement will rest solely with FSpS MU.
- b) Students who have successfully completed at least one year of studies at BSU will be eligible to study at the FSpS MU in above-mentioned program.
- c) BSU students are not required to prove proficiency in either English or Czech, since translation will be provided together with the courses at the FSpS MU.
- d) Students have to prove proficiency B1 English and football terminology for inclusion to subject Referee practice I and Referee practice II (inclusion on football match).
- e) Arrangement is subject to formal approval.
- f) Students, on admission to FSpS MU, shall be subject to the regulations of FSpS MU, including those related to academic appeals, discipline and complaints. FSpS MU reserves the right to amend the regulations from time to time. BSU will be informed of any significant, pertinent amendments. Prior to admission to FSpS MU, students shall be subject to the regulations of BSU.
- g) FSpS MU will accept minimum of 14 BSU students and maximum of 18 BSU students per academic year.

5.3. Students rights and responsibilities

- a) Students shall be subject to the rules and regulations of the FSpS MU. FSpS MU has the right to terminate the study period of the students who perform substantially below the standard set by the regulations of the FSpS MU.
- b) All travel costs, visa expenses and other expenses relating to the exchange, housing arrangements and living expenses shall be covered by BSU and payable as listed in section 10.
- c) Students are required to apply for a long-term visa for a purpose of studies and be in possession of a visa at the time of entering the Czech Republic. FSpS MU will assist and provide the students all the documentation necessary for getting the visa.
- d) All students are required to purchase a health travel insurance plan which complies with Czech Republic visa requirements. Students will receive further details on the health travel insurance after acceptance to MU.

6. Accommodation and meals

- a) The understanding between the Parties is that all students will wish to have accommodation in FSpS MU housing. The students' contractual relationship for FSpS MU student accommodation shall be with the FSpS MU. Students will be subject to FSpS MU's Policies and Regulations in this and all other respects and FSpS MU invoice will identify the student as the debtor.
- b) FSpS MU will invoice BSU for accommodation fees. Any invoices/charges for damages will be raised by FSpS MU, using standard procedures. The relevant contracts will be between FSpS MU

and the students, but BSU will be financially liable for any damages. FSpS MU will take all reasonable steps to ensure BSU is kept informed of any problems.

- c) BSU will manage the communication between FSpS MU and the student regarding accommodation prior to the student's registration and enrolment at the FSpS MU. BSU will pay FSpS MU sufficient payment to cover the halls deposit and their first instalment, in accordance with the requirements of the FSpS MU invoice. Subsequent payments will be made by the Beijing Sport University directly to FSpS MU, again in accordance with standard FSpS MU requirements.
- d) The FSpS MU will not charge a fee for placing a student in FSpS MU accommodation over and above the standard residential charges.
- e) The Parties agree that there is no requirement for students to be accommodated in a contiguous block of FSpS MU student accommodation.
- f) FSpS MU shall seek to house students in ways that will minimize the need to change room during the period of the agreed tenancy, but cannot guarantee this.
- g) FSpS MU will provide the BSU students with meal vouchers for every working day (except weekends and Czech public holidays which are listed in Appendix 2) of their stay at FSpS MU. The meal vouchers can be used to purchase food in the student Cafeteria or at restaurants and supermarkets.

7. Quality Assurance

- a) FSpS MU shall thereafter be responsible for managing and monitoring the quality and standards of provision subject to these articulation arrangements in accordance with FSpS MU's Quality Assurance and Enhancement procedures. This will include at least one discussion per annum with BSU regarding the operation of The Agreement and a summary report produced by the Institute for FSpS MU's Academic Partnerships Committee.
- b) Both Partners will ensure that any relevant periodic internal review or Partnership Review makes reference to the arrangements covered by this Agreement.
- c) FSpS MU and BSU will appoint a key contact who, together, will be responsible for ongoing liaison in order to implement and oversee the arrangement. Their names will be listed in Appendix 3 to this Agreement and updated annually.

8. Information Exchange

- a) BSU will be responsible for maintaining student records for its programs. BSU will send FSpS MU copies of transcripts for all students who successfully complete the identified years of the BSU program and wish to transfer to FSpS MU under the terms of this Agreement.
- b) At the end of year 1 and by **30 April** prior the academic year at the latest, BSU will notify FSpS MU of students who have met the requirements for progression to Study abroad year at FSpS MU, and wish to study with FSpS MU.
- c) At the end of each academic year and by **31 July** at the latest, FSpS MU will notify BSU of students academic standing.
- d) Upon successful completion of the program, FSpS MU will issue to each student a transcript summarizing the detailed achievement including the overall credit achieved at each level during the period of study with FSpS MU. Students who successfully complete the award will also receive a Certificate.

9. Publicity and Marketing

- a) BSU and FSpS MU agree to use all reasonable endeavors to promote the reputation of the other and, in particular, to promote the collaborative activities developed through this Agreement.
- b) FSpS MU will provide to BSU all relevant information, materials, publications and guidance in relation to the programs concerned.

- c) BSU will draw to the attention of students enrolled on the BSU programs all relevant documentation relating to the opportunities for progression.
- d) Advertising and publicity (including web-based marketing), relating to the arrangements developed under this Agreement will be jointly agreed between BSU and FSpS MU. All marketing material produced by either Partner will be forwarded to the relevant Head of Institute for approval prior to dissemination.
- e) No trademarks, logotypes, kite marks, symbols or other emblems owned or awarded by FSpS MU may be used by BSU on any advertising without prior written permission from FSpS MU or vice versa.

10. Tuition Fees and Payment Conditions

- a) Financial arrangements are outlined in Appendix 1 of this Agreement.
- b) Each institution will be responsible for all their respective internal costs with regards to the Program covered by this Agreement.
- c) The costs and fees set out in Appendix 1 will be reviewed by FSpS MU on an annual basis and may be increased in line with FSpS MU's charging policy. The FSpS MU Director of Finance and Resources (or nominee) will communicate in writing the fees to BSU's Chief Executive (or nominee) no later than **31 December** of the preceding academic year. Appendix 1 will be amended and restated to incorporate any changes to the financial arrangements.
- d) FSpS MU will collect all student tuition fees, including accommodation, directly from BSU. This will be invoiced annually by **1st September**.
- e) Costs and fees will be communicated and charged in EURO (EUR).
- f) Any payments due are exclusive of any VAT and bank charges that may be chargeable. If either party fails to pay any agreed invoice by the due date the other party may charge interest in respect of the sum overdue at a rate of 4% above the base rate from the due date for payment to the date of actual payment.
- g) The parties agree that any payments made under this Agreement shall, unless otherwise agreed in writing, be subject to an annual inflationary increase in accordance with the Office for Budgetary Responsibility's forecast for RPI-X, such increase to apply from 1 August in each calendar year of the Agreement.
- h) BSU students will not be eligible for FSpS MU scholarships.

11. Final Regulations

11.1. Date of Review

- a) This agreement shall be reviewed before the end of the 2018/19 academic year, with the review completed by 31 July 2019.
- b) FSpS MU reserves the right to revisit the agreed arrangements under any circumstances where the performance of students or any other evidence raises questions about the maintenance of standards on the partner institution's program.
- c) BSU agrees to inform FSpS MU immediately of any changes to its programs which might affect the mapping between the two institutions' programs.
- d) In the event of any changes to the FSpS MU programs listed in this Agreement, FSpS MU will review of the mapping between the two institutions' programs and discuss the implications with BSU and keep BSU updated in writing. For any major consequences caused by the changes, FSpS MU shall provide BSU with appropriate solutions, to honor their commitments to BSU students registered on programs covered by this agreement.

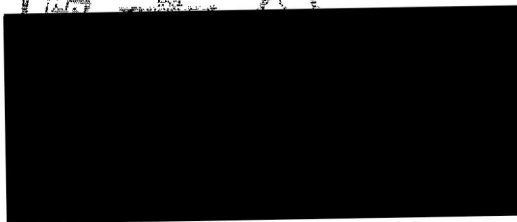
11.2. Section B: Termination

- a) After the first year of operation, either party may withdraw from this Agreement by giving the other party one academic year's notice (the period September to June being deemed to be an academic year for these purposes) in writing. Such termination shall be subject to arrangements to be agreed between BSU and FSpS MU, and will take due regard of the interests of students studying on BSU programs at the time of the termination. Notice of termination shall be addressed to the Vice Dean or equivalent at BSU.
- b) In the event of a breach by either party of the terms of this Agreement, the affected party may give immediate notice of its intention to terminate the Agreement at the end of the academic year during which the breach occurs and will negotiate with the other party proper arrangements for current students affected by the termination. Prior to taking such action, the affected party will investigate the circumstances with the party in breach to ascertain whether the situation can be remedied.
- c) Should either party to this Agreement be prevented by circumstances beyond its control from fulfilling its obligations, this Agreement may be suspended by the mutual consent of both parties, subject to proper arrangements being for current students affected. Should the circumstances which led to the suspension of the Agreement persist and be considered sufficient to continue to frustrate the operation of the Agreement, the Agreement will be terminated, as above.

12. Others

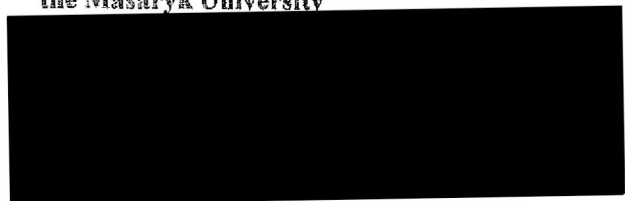
- a) According to the Act no. 340/2015 on the Contract Repository, MU is obliged to publish the text of the contract. The contract shall be made accessible to the general public, but personal data, signatures and bank account information shall be omitted.
- b) BSU is responsible for the Chinese literal and interpretive translation of the agreement. The English version of the agreement is superior to the national version. The English version will be used to solve the interpretations. This Agreement has been made in 6 (six) identical copies valid as originals of which Chinese party will receive 4 (two in English, two in Chinese) and Czech party will receive 2 (one in English, one in Chinese).

Agreed on behalf of Beijing Sport
University



Date 2018.10.9

Agreed on behalf of Faculty of Sports Studies at
the Masaryk University



Date 25.9.2018



Appendix 1: DRAFT Finance

1. FSpS MU will collect all student tuition fees and accommodation, meals and local transfer costs (transport from/to airport, public transportation in Brno) from BSU for the students and teacher included in this Agreement.
2. In 2018 FSpS MU will cover one return air ticket for all students so to allow them to fulfil respective study duties between semesters at BSU.
3. The 2018-19 fee payable to FSpS MU for BSU students included in this Agreement will be 8575 EUR/per student for tuition fees, 4925 EUR/per student for accommodation, meals and transfer costs, 6500 EUR/per teacher for accommodation and meals. Total cost will be 249500 EUR.
4. The census date for the purpose of calculating the number of Students registered is 1 August in each year. FSpS MU will invoice BSU after that date, and payment is due within 60 days of receipt of an agreed invoice.

Appendix 2: Czech public holidays

Czech public holidays 2018

<i>Day (format dd-mm)</i>	<i>Weekday</i>	<i>Holiday</i>
01.01.	Monday	Czech Republic Independence Day
30.03. *	Friday	Good Friday
02.04. *	Monday	Easter Monday
01.05.	Tuesday	May Day
08.05.	Tuesday	Victory Day
05.07.	Thursday	St. Cyril and St. Methodius Day
06.07.	Friday	Jan Hus Day
28.09.	Friday	Czech Statehood Day
28.10.	Sunday	Czechoslovak Republic Independence Day
17.11.	Saturday	Freedom and Democracy Day
24.12.	Monday	Christmas Eve
25.12.	Tuesday	Christmas Day
26.12.	Wednesday	Boxing Day

*yearly changing date

Czech public holidays 2019

<i>Day (format dd-mm)</i>	<i>Weekday</i>	<i>Holiday</i>
01.01.	Tuesday	Czech Republic Independence Day
19.04. *	Friday	Good Friday
22.04. *	Monday	Easter Monday
01.05.	Wednesday	May Day
08.05.	Wednesday	Victory Day
05.07.	Friday	St. Cyril and St. Methodius Day
06.07.	Saturday	Jan Hus Day
28.09.	Saturday	Czech Statehood Day
28.10.	Monday	Czechoslovak Republic Independence Day
17.11.	Sunday	Freedom and Democracy Day
24.12.	Tuesday	Christmas Eve
25.12.	Wednesday	Christmas Day
26.12.	Thursday	Boxing Day

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