

Contract
concluded according to § 1746 of Act No. 89/2012 of the Coll. of Laws (Civil Code) in
valid wording

The Contracting Parties:

Masaryk University
resident in: Žerotínovo nám. 9, CZ-601 77 Brno,
represented by: prof. MUDr. Martin Bareš, Ph.D., Dean of the Faculty of Medicine,
Masaryk University, Kamenice 5, CZ-625 00 Brno-Bohunice,
Czech Republic
Identification No.: 00216224
Tax Identification No.: CZ00216224
Bank connection: [REDACTED]

(hereinafter referred to as “The Faculty”)

and

Diamond Medical Education Agency
represented by: Nazih Abdallah
address: 2325 Hurontario street, Suite 249, Mississauga, ON, L5A 4K4, CANADA.
Company Registration No.: 002542559
VAT No.: RT0001 - 002542559
Bank connection: [REDACTED]
Account Name: [REDACTED]
Account Number: [REDACTED]
SWIFT : [REDACTED]
IBAN No.:

(hereinafter referred to as “ Agency”)

have concluded the following agreement:

I.
Subject of the contract

The contracting parties undertake to co-operate in the recruitment of foreign students for **regular studies** of accredited study programmes of the Faculty of Medicine, Masaryk University in its **English language programmes of General Medicine, Dentistry and Physiotherapy.**

II.
Undertakings by the Contractual Parties

In accordance with the article I the parties undertake the following:

1. Undertakings by Agency:

1. Agency shall actively promote The Faculty and its study programmes. Agency shall search for potential applicants with excellent learning potential.
2. Agency shall acquaint the concerned applicants with the study programmes carried out at The Faculty, with their plans of studies, the rules of studies and conditions for entrance procedure.
3. Agency shall ensure that the concerned applicants submit all the necessary documents required by The Faculty for the entrance procedure: a submitted online application, certified copies of secondary school reports including the final (school-leaving) certificate, originals of medical certificates of negative HbSAg.
4. Agency shall participate in organizing the entrance procedure by:
 - A) ensuring that the candidates appear for the entrance examinations at The Faculty, or by
 - B) organizing the entrance procedure in the candidates' country or in any other place agreed by the contracting parties.
5. The applicants' costs connected with the entrance examinations, including travel expenses and other costs (accommodation, etc.) connected with their travel to the entrance examination and back, shall be settled directly between Agency and the applicants.
6. Agency shall ensure due payment of tuition fees by the admitted students to The Faculty's account. Payment is a prerequisite for the enrolment on studies at The Faculty.
7. Agency shall ensure that the students admitted appear at The Faculty not later than on the day of the beginning of tuition in the respective academic year.

2. Undertakings by The Faculty:

1. The Faculty shall provide Agency with all the necessary information on the conditions of study at The Faculty, including the entrance examination conditions, the detailed descriptions of study programmes (study catalogues). All these materials will be provided in English.
2. The Faculty shall negotiate with Agency at least 5 months ahead the place and date of the entrance examinations.
3. The Faculty shall send one to two representatives to carry out the entrance examinations if these are to be held outside Brno.
4. The Faculty shall admit successful applicants to regular full-time studies basing on conditions established in article IV.

III. Commission

1. For each student enrolled for studies by means of Agency, The Faculty shall pay to Agency a commission in the amount of
 - 15 % from the amount of money actually paid by each General Medicine and Dentistry students and 10 % by each Physiotherapy student recruited by Agency, as a tuition fee for the first-year study at The Faculty;
2. The Agency is entitled to a commission after the payment of the set tuition fee by the enrolled students.
3. The claim for payment of the commission arises after verification of the fulfillment terms and conditions. Verification of the fulfillment of terms and conditions will be regularly executed by the contracting parties:
 - on the date of 31 October of the calendar year;
 - on the date of 31 March of the calendar year.
4. The commission will be invoiced by Agency on the dates of 31 October and 31 March. The term of payment is agreed to be due within 21 days from the day of receipt of the invoice by The Faculty. The VAT tax will be applied in accordance with the valid legal regulations. Agency's invoice will contain as its Annex a bilaterally approved list of students, including the amount of the set tuition fees covered by the given date. The currency used for invoicing and payments is Czech Koruna (CZK – Czech Crown).
5. The tuition fee for the study programme of “**General Medicine**” is **CZK 280, 000.00** per year. The Faculty undertakes to keep the fees unchanged over the whole period of study. The tuition fees do not comprise costs of accommodation, food, insurance of students, and the like. Such expenses have to be carried by the students themselves.
6. The tuition fee for the study programme of “**Dentistry**” is **CZK 330, 000.00** per year. The Faculty undertakes to keep the fees unchanged over the whole period of study. The tuition fees do not comprise costs of accommodation, food, insurance of students, and the like. Such expenses have to be carried by the students themselves
7. The tuition fee for the study programme of “**Physiotherapy**” is **CZK 195, 000.00** per year. The Faculty undertakes to keep the fees unchanged over the whole period of study. The tuition fees do not comprise costs of accommodation, food, insurance of students, and the like. Such expenses have to be carried by the students themselves.
8. All tuition shall be provided in the English language.

IV.

Enrolment and studies at The Faculty

1. The number of admitted applicants is limited and depends on current capacity of The Faculty. Decision as to admission shall be made by the Dean of the faculty. In the case that the number of applicants will be higher than capacity of The Faculty, all applicants from all countries shall be order according to results from entrance examination. The position of the applicant in the ranking shall be the only consideration for acceptance of the applicant. There shall not be any positive or negative discrimination of the applicant relating to his country.
2. Admitted applicants shall be entitled to enrolment on the first semester of study programmes under this conditions: Students successfully finished their secondary education and paid the tuition fee.
3. The terms and conditions of the actual study at The Faculty shall be the subject of an agreement which The Faculty shall conclude separately with each admitted student. This agreement shall also settle payment of the respective tuition fees.
4. Taking care of accommodation for the candidates admitted to study shall be a private business of the individual students. The Faculty shall be helpful in accommodating individual students if possible.
5. All tuition shall be provided in the English language

V.

Special Arrangements

1. The Faculty reserves the right to change one-sidedly the amount of the set tuition fees. The Faculty undertakes to always inform The Agency of a possible modification of the tuition fees for the next academic year not later than by 15 December of the current calendar year. Possible changes of the tuition fees shall not apply to students already admitted to studies.

VI.

Concluding Provisions

1. This Contract is being concluded for an indefinite period of time. It may be terminated by agreement or by notice in writing handed in by any one of the contracting parties. For this case a eight months' notice is negotiated which begins to run from the first day of the calendar month following its delivery to the other contracting party.
2. Parties acknowledge that the Faculty is an obligated subject under the Act no. 340/2015 Coll. of the Czech Republic, on special conditions for the effectiveness of some contracts, the disclosure of these contracts and the Registry of contracts (Act on the Registry of contracts). Parties declare that they agree that the Contract and all its amendments will be published by the Faculty in the Register of contracts under the conditions of the Act on the Register of contracts.
3. Parties declare that the confidential parts of the Contract and its amendments will not be published in the Register of contracts. If Parties will not disclose the

Contract or its parts in the Register of contracts under the Act on the Register of contracts they are pursuing the mutual protection of legitimate interests.

4. Any alterations and amendments to this Contract are only possible in writing, pursuant to an agreement of the contractual parties.
5. The parties to the contract have settled, that this agreement and relating legal relations shall be subject to Czech Law. The parties to the contract have settled, that all disputes which may arise from this agreement will be submitted to the competent court in Czech Republic.
6. This Contract is printed in four copies in the English language. Both contracting parties shall keep two copies.

Done in Brno, 26.10.2018

Signed on behalf of
The Faculty by:

Prof. MUDr. Martin Bareš, Ph.D.

Dean



Signed on behalf of
The Agency by:

Dr. Nazih Abdallah

