



Univerzita Palackého  
v Olomouci

## COOPERATION AGREEMENT

### **PALACKY UNIVERSITY OLOMOUC ("UP")**

Křížkovského 8, 779 00 Olomouc

ID. No.: 61989592, Tax Id. No.: CZ 61989592

represented by the Dean of the UP Faculty of Arts **prof. PhDr. Zdeněk Pechal, CSc.**  
(hereinafter only the "UP")

and

### **Bc. Christopher Vigneron**

Švermova 1002/1, 779 00, Olomouc

Id. No: 74400223

e-mail: [REDACTED]

as registered in the Trade Register kept by the Metropolitan Authority of Olomouc  
(hereinafter only the "Teacher")

hereby enter into this Cooperation Agreement, pursuant to Section 1746 (2) of Act No. 89/2012 Sb.,  
the Civil Code:

#### **I.**

#### **Introduction**

In line with the Strategic Plan of Palacký University (hereinafter only the "UP") the Parties have agreed  
on the following cooperation in terms of language education.

#### **II.**

#### **Subject-matter**

This Agreement is concerned with provision of teaching services in group and one-on-one language  
courses for the general public, which Palacký University Olomouc, Faculty of Arts, offers through  
UPLIFT Language School (hereinafter only the "UPLIFT FF UP").

### III.

#### Rights and obligations of the Parties

As part of this Cooperation Agreement on provision of the agreed language education, the Parties agree to create suitable conditions for the activities hereunder as follows:

Bc. Christopher Vigneron agrees to:

1. provide teaching of languages, i.e. teach English as a foreign language in group and one-on-one courses organised by UPlift FF UP, in the minimum extent of 0 and maximum extent of 30 lessons per week, in accordance with the timetable handed over to the Teacher, in advance and with a confirmation of its hand-over by the Teacher's signature, by [REDACTED] (hereinafter only the "Methodology Specialist").
2. Use study materials in accordance with the instructions of the Methodology Specialist.
3. Cooperate with the Methodology Specialist on recording the studies by handing over the attendance sheets and lesson overview in standard forms made by the UPlift FF UP, at least once per month.

Palacky University Olomouc agrees to:

1. Provide the Teacher with all information on the group and one-on-one courses, on the students and the timetable of the lessons.
2. Provide the Teacher with textbooks and teaching tools for the above specified teaching activities.

### IV.

#### Payment terms

1. The remuneration for one 60-minute lesson equals 330 CZK (in words: three hundred and thirty).
2. The Teacher will always invoice the remuneration by 5<sup>th</sup> of each calendar month at the latest, based on the written lesson overview and attendance sheet (number of lessons) prepared by the Teacher and confirmed by the signature of the Methodology Specialist.
3. The maturity period of the invoice is 14 days of the date of its delivery to UP.

### V.

#### Miscellaneous provisions

The Dean of the Faculty of Arts of Palacky University Olomouc hereby empowers the Methodology Specialist, who is responsible for the agreed language education, to deal with the related matters, assign the tasks, check and take over the performance of the Teacher hereunder.

### VI.

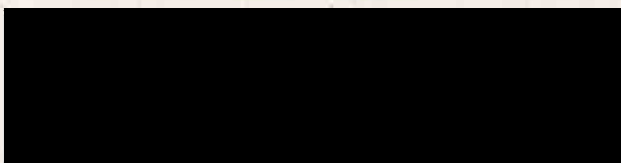
#### Duration and termination of the Agreement

This Cooperation Agreement is made for a definite period of time until 31 August 2021, whereas the Agreement may be terminated either by written agreement of the Parties, or by notice of one of the Parties without stating the reasons, with a notice period of one month, which starts running on the first day following the day of the delivery of the notice to the other Party.

**VII.**  
**Final provisions**

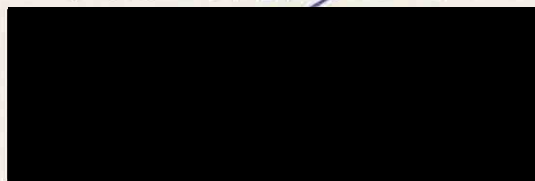
1. This Agreement has been drawn in the Czech language in three counterparts, where UP will obtain two counterparts and the Teacher will obtain one counterpart.
2. The Parties acknowledge that this Agreement must be mandatorily disclosed pursuant to Act No. 340/2015 Sb., on Special Conditions of the Effect of some Contracts, Disclosure of such Contract and on Register of Contracts (Act on Register of Contracts).
3. The Agreement becomes effective upon the day of its registration in the Register of Contracts set up within the meaning of Section 4 of the Act on Register of Contracts; the Parties are obliged not to commence any performance hereof prior to the date of the effect of the Contract.
4. UP, which will secure the registration of the Agreement in the Register of Contracts, shall send the information of completion of the registration to other Party to the email specified above in the heading of this Agreement immediately thereafter.
5. This Agreement may be assigned only based on a prior written consent of the other Party hereto.
6. The Parties acknowledge that they take the risk of a potential change of circumstances pursuant to Section 1765 (2) of the Civil Code; Section 1765 (1) and Section 1766 of the Civil Code will, thus, not apply and the Parties are not entitled to claim from each other any renegotiation of this Agreement if there occurs any material change of circumstances that may cause especially severely disproportionate disadvantage to one of the Parties in terms of the rights and obligations of the Parties as a consequence of disproportionate increase of the costs of the performance hereunder or as a consequence of disproportionate decrease of the value of the subject of the performance; nor shall the Parties become entitled to apply to a court to decide to change the relationship hereunder by means of restoring the balance of the rights and obligations of the Parties, or to cancel the relationship as of a date and under conditions determined in the decision of the court.
7. Provision of Section 573 of the Civil Code will not apply to either Party, i.e. a delivered shipment sent in relation to this Agreement by means of postal service provider will not be considered automatically delivered on the third working day from the day of sending.
8. The Parties declare that they agree with the contents of this Agreement, that it has been made based on their true and free will, in witness whereof they sign the Agreement by their own hand.

In Olomouc on 6. 11. 2018



prof. PhDr. Zdeněk Pechal, CSc.  
FF UP Dean

In Olomouc on 31. 10. 2018



Degree, Name, Surname  
Teacher