

PARTNERSHIP AGREEMENT

The Parties:

Name: **Brno University of Technology** (hereinafter the “**BUT**”)
With its seat at: Antonínská 548/1, 601 90 Brno
For the component part: **Faculty of Information Technology of the BUT** (hereinafter the “**FIT BUT**”)
With its seat at: Božetěchova 1/2, 612 66 Brno (mailing address)
Represented by: Prof. Dr. Ing. Pavel Zemčík, Dean of the Faculty
Id. No.: 00216305
Tax Id. No.: CZ00216305
Bank details: Komerční banka a.s., account No.: 27-8684040287/0100
(hereinafter the “**FIT BUT**”)

and

Name: [TO BE SPECIFIED]
Registered office: [TO BE SPECIFIED]
Registration in the Commercial Register: [TO BE SPECIFIED]
Represented by: [TO BE SPECIFIED]
Id. No.: [TO BE SPECIFIED]
Tax Id. No.: [TO BE SPECIFIED]
Bank details: [TO BE SPECIFIED]
(hereinafter the “**Partner**”)

hereby enter, pursuant to Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended, into this Partnership Agreement (hereinafter the “**Agreement**”):

Whereas co-operation with the industry in education, research and development and other areas is a key priority for the BUT's strategic plan, and the Partner is a company that is interested in co-operating with the FIT BUT in the abovementioned areas, the Parties enter into this Agreement.

**Article I.
Subject of the Agreement**

1. Under the terms and conditions defined in this Agreement and the Terms of the Partner Programme of the FIT BUT (hereinafter the “Terms”), the FIT BUT agrees to enable the Partner to participate in the Partner Programme, i.e. to provide the FIT BUT with the services defined below.
2. The Partner agrees to pay the annual membership contribution for participation in the Partner Programme of the FIT BUT based on the type of partnership under the Terms.

**Article II.
Type of Partnership and Membership Contribution**

1. The Partner hereunder becomes:

REGULAR PARTNER / BRONZE PARTNER / SILVER PARTNER / GOLD PARTNER

2. For the membership, the Partner agrees to pay a membership contribution in the amount of:

CZK [TO BE SPECIFIED] excl. VAT

**Article III.
Additional Performance**

1. The Partner may also ask to be provided with other or additional services beyond the scope of the services provided within the Partner’s type of partnership. These services shall be provided on the basis of prior written agreement of the Parties, specifying their scope and subject. If the capacity of the FIT BUT does not permit this, such a service need not to be provided.

**Article IV.
Payment Terms**

1. The annual membership contribution under Article II of this Agreement shall be paid by the Partner of the FIT BUT on the basis of a duly issued tax receipt (hereinafter an “invoice”).
2. In accordance with Act No. 235/2004 Coll., on value added tax, as amended (hereinafter the “VAT Act”), the FIT BUT shall add VAT to the invoiced amount excl. VAT.
3. Each invoice shall comprise all the statutory requisites and shall be issued within 30 days of execution of the Agreement. Each invoice shall be payable within 30 days of the date of its delivery to the Partner.

**Article V.
Term of the Agreement**

1. This Agreement is concluded for a fixed term, specifically for the period from the date of execution hereof to 31 December 2019.
2. This Agreement may be terminated by written agreement of the Parties. The agreement on termination of this Agreement must include the date on which this Agreement terminates and the manner of mutual settlement of the rights and obligations of the Parties.
3. Each of the Parties may terminate this Agreement without giving reasons by a three-month notice, where the notice period commences on the first day of the month following after the month in which the notice was delivered to the other Party. The notice must be made in writing.

4. If the Partner breaches the provisions of this Agreement or the Terms, the FIT BUT may withdraw from the Agreement with immediate effect.
5. The Partner acknowledges that in case of termination of the Agreement pursuant to paragraphs 3 and 4 of this Article, the Partner will not become entitled to reimbursement of a proportional part of the membership contribution, regardless of the volume of the services used.

Article VI. Student Work

1. If the Partner makes use of the option to announce a Student Work, the Partner acknowledges its duty to ensure the continuity of professional consultations (by commissioning a suitable person) for officially assigned Student Works even in case of expiry or termination of the Agreement, unless the Parties agree otherwise in writing.
2. The Partner acknowledges that a Student Work has the nature of an academic work pursuant to Act No. 121/2000 Coll., the Copyright Act, as amended, with all the consequences both for its copyright status and for the rights of the FIT BUT to use it.
3. The authors of Student Works assigned based on a topic announced by the Partner can enter into an agreement on any further use with the Partner unless such an agreement would limit the rights of the FIT BUT.

Article VII. Final Provisions

1. The following Annexes shall form an integral part of this Agreement:
 - a) Annex 1 – The Terms of the Partner Programme of the FIT BUT

The Parties agree that in case of any inconsistencies or contradictions, the provisions of the Agreement take precedence over any annexes to the Agreement. Furthermore, the Parties agree that in case of any inconsistencies or contradictions between individual annexes, the annex whose numerical designation specified in this paragraph is lower, shall prevail.
2. The contact persons for matters related to this Agreement are:

For the FIT BUT: [TO BE SPECIFIED], Tel. No.: [TO BE SPECIFIED], e-mail: [TO BE SPECIFIED]
For the Partner: [TO BE SPECIFIED], Tel. No.: [TO BE SPECIFIED], e-mail: [TO BE SPECIFIED]
3. By execution hereof, the Parties confirm that they are aware that this Agreement is subject to publication pursuant to Act No. 340/2015 Coll., on the Contracts Register, as amended. Its publication in the Contracts Register shall be ensured by the FIT BUT.
4. This Agreement enters into force upon its execution by both Parties. The Parties acknowledge that this Agreement enters into effect not earlier than on the date of publication of the Agreement in accordance with the Contracts Register Act.
5. The Parties declare that they do not consider the facts specified in this Agreement to be commercial secrets and grant their consent to their use and publication without any further conditions.
6. The Parties agree to resolve any variances by agreement. Only if the Parties are unable to reach agreement, the matter shall be resolved by the court having substantive jurisdiction under Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, before the court having substantive jurisdiction within whose district the seat of the FIT BUT is located.
7. The Parties have agreed on termination of Framework Co-operation Agreement No. XXXXXX/201X/00, entered into on XX. XX. 201X as of the effective date of this Agreement.

8. This Agreement is executed in two (2) original counterparts, one for each of the Parties.
9. Having carefully read this Agreement, the Parties declare that they agree with its contents and that the Agreement has been drawn up on the basis of true information and their true and free will, and not under duress and strikingly unfavourable conditions. In witness thereof, the Parties affix their respective signatures.

In Brno, on

In [TO BE SPECIFIED], on

Prof. Dr. Ing. Pavel Zemčík
Dean of the FIT BUT
For the FIT BUT

[TO BE SPECIFIED]
[TO BE SPECIFIED]
For the Partner