

THIS AGREEMENT IS FOR PREVIEW ONLY, PLEASE DO NOT SIGN IT

Vysoká škola finanční a správní, a.s. (University of Finance and Administration)

(further referred to as "VŠFS")

On one side

and

Name and surname

Date of birth:

Permanent residence:

Citizen ID card no. (passport no.):

(Further referred to as the "Student")

On the other side

Concluded on the below mentioned day, month and year

this

Agreement on Study (further referred to as the "Agreement"):

I.

Subject of the Agreement

The subject of this Agreement is an agreement of the Contracting Parties on the conditions of the Student's study at Vysoká škola finanční a správní, a.s., (University of Finance and Administration), registered office in Prague 10, Vršovice, Estonská 500/3, postal code 101 00, business ID no. (IČO): 04274644, in full-time study commencing from the academic year 2021/2022.

II.

1. The Student is admitted to study at VŠFS in a bachelor's study and in a study programme specified in the Decision on the admission to studies that will form an annex and integral part of this Agreement following the fulfilment of the conditions specified in Article 48 et seq. of the Act No. 111/1998 Coll., on Higher Education Institutions, as amended (further referred to as the "Conditions for issuing a Decision on the admission to studies"). The Contracting Parties have agreed that the study programme can be changed by the new Decision on the admission to studies.
2. VŠFS will provide the Student with education under this Agreement from the academic year 2021/2022.
3. The bachelor's study programmes are focused to prepare highly qualified experts from the fields of business, finance, public administration and information technologies with deep theoretical base, real knowledge of practical implementation procedures and techniques, developed practical professional skills, adequate communication skills and high quality language competence. The study is completed by a defence of a bachelor's thesis and final state examination.
4. Standard period of study in full-time bachelor's study programme is three years in accordance with the accredited study programme.
5. On the basis of a written request for an extension of the study a standard period of study may be extended to the Student in accordance with applicable laws and internal regulations of the school. During that period, the Student fulfils study requirements provided by a study plan of the relevant study programme, including a bachelor's thesis defence and passing of the final state examination. Specific terms and conditions will be concluded in amendment to this agreement on study.
6. The Student who has successfully completed undergraduate studies at VŠFS has the right to use designation of a graduate - "Bachelor" degree (Bc.) before his/her own name.

III.

VŠFS undertakes to:

1. Ensure quality professional study providing a comprehensive and systematic theoretical knowledge of given sectors at the current quality level, which qualifies graduates for demanding professional activities in the corporate and financial sector, state administration and local government and in the field of informatics,

2. Select teachers with regard to their professional knowledge, pedagogical skills, and previous work experience,
3. Ensure all operation and school equipment corresponding to technical and material facilities,
4. Provide the Student with studies in accordance with generally binding laws and regulations, the Statute, Study and Examination Rules, Scholarship Regulations, Disciplinary Code and other internal regulations of VŠFS and this Agreement,
5. Publish the current version of internal rules.

IV.

The Student undertakes to:

1. Study properly and fulfil all obligations under this Agreement, generally binding laws and regulations and internal regulations of VŠFS currently in force (Statute, Study and Examination Rules, Scholarship Regulations, Disciplinary Code, etc.)
2. Timely pay the tuition fee and administrative fees associated with the study, which are approved by the statutory body and subsequently issued by an internal regulation before the commencement of each academic year,
3. Pay VŠFS damage, which he/she could cause to VŠFS by negligence or intentionally,
4. Ensure at his/her own expense books, study materials and tools required by the school
5. Get familiar with the current version of internal regulations of VŠFS.

V.

1. The Contracting Parties to this Agreement have agreed to cover the costs associated with the study by paying the tuition fee and the administrative fees in the amount set by VŠFS.
2. The fee for the first year is agreed in the amount of
 - for full-time studies CZK 82 000 (in words: eighty-two thousand Czech crowns)
3. The above-mentioned study fee applies also to the second and third year of study, whereas its amount may be, depending on inflation, increased as follows: if the consumer price index according to the Czech Statistical Office notification for any calendar year, in which the study is ongoing, exceeds 1.5 %, the tuition fee for the academic year, beginning in the following calendar year, may be increased. The extent of the increase will be decided by 30 April of each calendar year by the statutory body of VŠFS, whereas the increase index of a newly set tuition fee for the next academic year against the currently applicable tuition fee for the current academic year will not exceed the above consumer price index. The current study fee for the next academic year will be published no later than 31 May of the given year on the bulletin board of VŠFS. The Student agrees with the tuition fee for the study set up in this way always for each year of study, undertakes to get acquainted with the current amount, and pay the tuition fee in the above amount.
4. The tuition fee is paid by wire transfer to the VŠFS account no.: 177659927/0300. Information concerning the identification of payments of the tuition fee will be sent to the Student's e-mail address stated in the questionnaire for choosing the method of tuition fee. The Student confirms that he/she was familiarized with this and undertakes to follow the prescribed method of payment identification; otherwise he/she is liable for possible consequences.
5. The fee for issuance of student ID card is set for CZK 100 including VAT and is due along with the first instalment of tuition fee in accordance with this Agreement (further referred to as the "Fee for student card").
6. The Student undertakes to pay the tuition fee for the first year to VŠFS based on the invoice sent to the Student to the given contact e-mail address as follows:

- The first instalment of the tuition fee amounting to 50 % of the total tuition fee at the latest by 31 July 2021 in case of contracts entered into by 17 July 2021, or more precisely within two weeks from the signature of this Agreement in case of contracts concluded later than 17 July 2021, whereas the payment of at least this first instalment of the tuition fee and the fee for a student card is a condition this Agreement entering into force under Article VI. (17.)
- The second remaining instalment of the tuition fee at the latest by 30 September 2021.
- If the Student pays full (100 %) tuition fee for the first year of study by 30 June 2021, the Student will get an early bird bonus of CZK 5 000 (in words five thousand Czech Crowns) to be set off against the first year tuition fee, i.e. the Student will pay CZK 77 000. No bonus is granted for any later payment of the tuition fee which will then be paid in the bonus-free amount as specified in Article V. subs. 2 hereof;
- If the Student pays 50 % of the tuition fee for the first year of study by 30 June 2021 and the remaining 50 % by 30 September 2021, the Student will get an early bird bonus of CZK 3 000 (in words three thousand Czech Crowns) to be set off against the first year tuition fee, i.e. the Student will pay the first instalment of CZK 41 000 by 30 June 2021 and the second instalment by 30 September 2021. No bonus is granted for any later payment of the tuition fee which will then be paid in the bonus-free amount as specified in Article V. subs. 2 hereof;

The Student undertakes to pay the tuition fee in the actual amount in accordance with paragraph 3 of this Article for the second and third year to VŠFS on the basis of an invoice sent electronically to the e-mail address in the Information System of VŠFS (further referred to as the "IS VŠFS"), which is assigned to the Student at the study matriculation, in two instalments, as follows:

- The first instalment of the tuition fee amounting to 50 % at the latest by 30 June 2022 for the second year and by 30 June 2023 for the third year;

- The second instalment of the remaining tuition fee at the latest by 30 September 2022 for the second year and 30 September 2023 for the third year.
7. In case of the second instalment of the tuition fee the Student has the right to request a repayment schedule in accordance with the valid internal regulations. The Student is required to pay for the repayment schedule a related administrative fee in accordance with the currently valid tariff of administrative fees approved by the Board of Directors and submit a written request no later than 30 days before the due date of the second instalment of the tuition fee. There is no legal entitlement for the provision of repayment schedule. If the Student fails to pay any instalment under the relevant repayment schedule duly and on time, VŠFS is entitled to seek reimbursement of the entire remaining second instalment of the tuition fee (the so-called loss of benefits of instalments) and proceed by legal means, including the enforcement of contractual penalties specified in paragraph 10. For the avoidance of doubt, the Contracting Parties have agreed that as of the date of interruption, abandonment, or other termination of studies by the Student, all future quantified and invoiced amounts of costs associated with the study, including any future instalments of the remaining second instalment are automatically without any further due, whereas the Student agrees with this procedure, which he/she believes is reasonable and waives the right to seek a reduction in the tuition fee in court.
 8. If the Student with the standard period of study fails to meet the study requirements given by the curriculum plan of the respective study programme and requests the extension of the study pursuant to Article II. (5) of this Agreement and his/her request is granted, he/she shall pay for each additional academic year the tuition fee for the academic year determined and publicized in accordance with paragraph 3 in accordance with the terms and conditions agreed in annex to this agreement on study.
 9. If the Student within the standard period of study meets the study requirements given by the curriculum plan of relevant study programme and is yet to pass only the final state examination (the whole or any part of it) and requests an extension of studies according to Article II. (5) of this Agreement and his/her request is granted, he/she will only pay an administrative fee for the conclusion of an amendment to the Agreement and fee for taking the final state examination according to the currently valid tariff of administrative fees approved by the Board of Directors and in accordance with the terms and conditions agreed in the annex to this agreement on study.
 10. If the Student fails to pay the prescribed fee for study or its instalment within the agreed term, VŠFS may require for every commenced month of delay in addition to the tuition fee or its individual instalments within a prescribed amount also an extra amount of CZK 1 000 specified in paragraph 4. The right to damages is not affected by the above-mentioned agreement of the Contracting Parties. The Student considers the above-mentioned amount (the amount of contractual penalty) and the amount of additional administrative fees reasonable and hereby waives the right to seek their reduction in court.
 11. If the student fails to settle any of his/her financial obligations towards VŠFS and if VŠFS hands on the receivable to its representing collection company to collect it from the student, the student will be charged the costs which are related to the collection of receivables of the amount of CZK 1 000 without VAT.
 12. The failure to pay any outstanding obligations of the Student towards VŠFS, in particular the failure to pay the incurred damages pursuant to Article IV. (3) of this Agreement, the tuition fee and the administrative fees in the agreed amount and deadlines, as well as any other breach of this Agreement or any other agreement concluded between the Student and VŠFS, constitutes the reason, for which VŠFS may withdraw from this Agreement. The withdrawal from the Agreement, however, does not affect the claim for damages arising from breach of the Agreement, or claims incurred until the date of withdrawal from the Agreement. Another reason for the withdrawal of VŠFS from this Agreement may be the failure to meet the conditions for issuing the Decision on admission to study. The Contracting Parties have agreed that if the Student fails to meet the condition for issuing the Decision on admission to study due to the failure to deliver the validation clause (“nostrifikační doložka”) at the latest by 30 September 2021, the Student will be on 1 October 2021 enrolled into the relevant lifelong learning programme within the accredited bachelor's degree programme as specified in the Decision on admission to study (further referred to the “CŽV programme”). The duration of the CŽV programme is one year. VŠFS will award the student with certificate upon completion of the CŽV programme. The current conditions of the CŽV programme will be posted on the website of VŠFS, or they will possibly be available at the study department of VŠFS. For the study in the CŽV programme the Student will pay an annual tuition fee of CZK 82 000 (in words: eighty-two thousand Czech crowns), whereas the payment of this tuition fee for the first year will be made with priority by means of offsetting against any possible and already paid amount of the tuition fee or part thereof for the first year of study under paragraph 2 of Article V of this Agreement. The Student agrees that in cases where he/she terminates or leaves any CŽV programme the paid tuition remains with VŠFS. For the avoidance of doubts, the Contracting Parties have agreed that as of the date of leaving or other termination of CŽV studies by the Student all future quantified and invoiced amounts of costs associated with CŽV studies, including any future instalments of the tuition fee, are payable automatically without further due, whereas the Student accepts this procedure, considers it reasonable and hereby waives the right to seek a reduction in the tuition fee at court. The Contracting Parties to this Agreement have agreed that upon fulfilment of the CŽV programme student will be, based on application form, accepted to bachelor's study programme. After decision on acceptance to the 1st year, exams or any other study commitments within the CŽV programme will be recognized to successful candidates (at least 40 credits) based on request and they will be allowed to enroll to the 2nd year of bachelor's study.
 13. The obligation of the Student to pay tuition fee in accordance with Article V. (6) to (9) of this Agreement shall be deemed fulfilled also in the event that other third party (e.g. employer) pays the tuition fee on behalf of the Student in the amount and terms stipulated in this Agreement. The Student undertakes to separately agree with a third party, which pays for him/her the tuition fee under this paragraph that this person will do it for him/her and that such third party will ever require a refund of the tuition fee for VŠFS studies because it is a person different from the Student and for other reasons. In breaching this obligation the Student carries the responsibility, including potential liability for damages towards VŠFS.
 14. The Student agrees that in cases where he/she is not enrolled in study to the corresponding year within the period specified by VŠFS, he/she will be refunded the study fee upon the written request filed in the academic year 2021/2022, whereas the amount

paid shall be reduced by administrative fee according to the valid tariff of administrative fees approved by the Board of Directors.

15. The Student agrees that in cases where during the academic year he/she terminates, leaves, or interrupts the study for any reason, the paid tuition fee remains with VŠFS in accordance with the currently valid decision of the rector. Interruption of the study will be permitted until the payment of the entire tuition fee for respective academic year. Only in cases deserving particular consideration, the chairperson of the board of directors may permit an exception. The Student agrees that in the event of expelling from the studies in accordance with the internal regulations of the school, he/she is in no way entitled to a refund of the tuition fee.
16. If an invoice for the tuition fee is at the request of the Student issued to a person other than with whom the Agreement is concluded (in particular employer) or an invoice is demonstrably paid by person other than for whom an invoice is issued, in case of issuance of a credit note the funds will be refunded to a person who paid this invoice. If the funding is to be transferred to a person other than the one who paid the invoice, or to another account, this person needs to agree with it in writing.
17. The Student who was permitted to interrupt or repeat the study will pay the tuition fee for the academic year, in which he/she will continue a study after interruption or for an academic year, which will be repeated, in terms, manner, and to the extent, which is valid for the relevant year.
18. The Student hereby confirms that he/she is familiar with the current applicable rate of VŠFS administrative fees associated with studies in accordance with the currently valid tariff of administrative fees approved by the Board of Directors and agrees with them without reservation.

VI.

1. By his/her signature on this Agreement the Student confirms that he/she is obliged to get familiar with internal regulations of VŠFS (Statute, Study and Examination Rules, Scholarship Regulations, the Disciplinary Code, etc.) without undue delay and further undertakes to continuously familiarize himself/herself with the current versions thereof.
2. Contractual Parties agree that in the case the education in VŠFS is restricted or cancelled due to government measures adopted as a result of the epidemic, other extraordinary circumstances or quarantine beyond control of VŠFS, VŠFS will have no obligation to provide any tuition discount, compensation or repay the tuition to the Student and the Student waives any such claim for compensation. By signature hereof the Student agrees with the provisions above.
3. VŠFS processes the Student's personal data in accordance with provisions of Article 13 Regulation (EU) 2016/679 of the European Parliament and of the Council. Personal data processing is essential particularly for the purpose of performing the contract and making the fulfilment of the parties' mutual financial obligations transparent and conclusive, as well as for the purpose of carrying out the legal duties in respect of competent state authorities. The period of processing the personal data relies on respective legal regulations as subsequently amended, particularly Czech Act No. 111/1998 Sb., on universities, and Czech Act No. 326/1999 Sb., governing the foreigners' stay in the Czech Republic. The Student as the right of access to their personal data. In case of any incorrect or incomplete processing the Student has the right to have the personal data corrected; in the case of any excessive processing of personal data the Student has the right to have the excessive data deleted. The Student has also the right to file a complaint with a supervisory authority, particularly the Czech Office for Personal Data Protection, pplk. Sochora 27, Prague 7. Failure to provide personal data may frustrate the performance hereof resulting in denied admission of the Student in VŠFS.
4. In accordance with Act No. 592/1992 Coll., on Contributions into Public Health Insurance, the student also takes into account that VŠFS will provide Všeobecná zdravotní pojišťovna České republiky (the Czech General Health Insurance Company) with all the necessary data about him/her as a person for whom the state pays the health contributions and Czech Social Security Administration in respect of the social security contributions.
5. The Student undertakes to report VŠFS in writing to include in IS VŠFS any changes concerning his/her identification data presented in this agreement on study, and do so within 30 days of the change.
6. The relations established by this Agreement expire by general ways of terminating obligations under applicable laws and regulations, in particular by:
 - Due completion of studies by passing the final state examination,
 - Expelling from the study,
 - Other legal termination of studies (e.g. notification of a Student's dropout)
 - Termination of the contractual relationship established by this Agreement, agreement between the Contracting Parties or withdrawal from the Agreement in accordance with Article V (12) hereof.
7. This Agreement and relationships established by it are governed by the Czech law. The rights and obligations of the Contracting Parties and their mutual relations are governed by the Act No. 89/2012 Coll., Civil Code, as amended.
8. The Contracting Parties have agreed that the delivery address to the Student is the address specified in IS VŠFS (address given by the Student to school). The Student is obliged to immediately inform VŠFS of the change of address so that continuous interaction can be ensured in accordance with the Higher Education Institutions Act, Act No. 500/2004 Coll., Administrative Code, and Study and Examination Rules.
9. The date of payment of the tax document (invoice) and any other obligation of the Student towards VŠFS means the day of crediting the amount to the account of VŠFS. In case of incorrectly issued tax document (invoice), the Student is required to notify the VŠFS in writing (and with specific reservations), which is obliged to immediately issue and deliver corrected tax document (invoice) to the Student.

10. The Parties to this Agreement agree that none of them will provide any third party with any information related to the contents of this Agreement for any purpose (further referred to as the „the confidential information“), or will use the confidential information, or will make use of it, or provide any person with it, without a prior written consent of the other Party, with the exception of those cases where releasing or providing the confidential information is requested by law or by another legal regulation.
11. This Agreement may be amended or modified only by means of a numbered written amendment signed by both Contracting Parties. The change of the Agreement is deemed invalid due to the failure to comply with the form. This Agreement fully repeals and replaces everything that preceded the conclusion of this Agreement and concerned the same subject (performance) as this Agreement. Only relevant provisions of a deed duly signed by Contracting Party shall be significant for any relationships of the Contracting Parties of the Agreement or in connection with, with the exclusion of Article 566 (2) of the Civil Code. Any other documents, including e-mail correspondence are without any legal significance.
12. If any provision of this Agreement becomes or appears invalid, void, or apparent, such invalidity, void, or apparent nature shall not affect the validity of the remaining provisions of this Agreement. The Contracting Parties shall replace such invalid, void, or apparent provisions of the Agreement with valid and effective provision that by its economic impact will be as close as possible (to the maximum extent permitted by applicable laws and regulations) to the provision to be replaced and the original intention of the Contracting Parties, and do so within 10 days of the receipt by any Contracting Party of a relevant request of the other Contracting Party of the Agreement.
13. The Student understands that, due to maintaining good quality and academic correctness, his/her seminar works and qualification works (hereinafter „works“) will be put into the anti-plagiarism system „Turnitin“. By signing this Agreement the Student agrees with his/her works being put into the above mentioned system.
14. The Student declares that as of the date of signing of this Agreement he/she:
 - a) has ensured suitable accommodation for the standard period of studies within the territory of the Czech Republic,
 - b) has underwritten a health insurance policy which includes and covers, among other things, also sick-nursing related to COVID-19 disease,
 - c) has duly arranged to leave the territory of the Czech Republic, which involves the case of leaving the territory of the Czech Republic with the assistance of the State administration authorities as well.

In case that, following the measures taken by the Ministry of Healthcare, eventually other State authorities of the Czech Republic, any demonstrable costs arise on the side of VSFS while ensuring accommodation, health care and/or departure of the Student under this provision, the Student undertakes to reimburse such costs to the account of VSFS on the basis of the invoice sent electronically onto the email address in the Information system of VSFS respectively within 21 days from the day of notification.
15. Both Contracting Parties assume the risk of changes in circumstances to their detriment; neither Contracting Party possesses the right under Article 1765 of the Civil Code.
16. This Agreement is executed in two counterparts, of which each Contracting Party shall receive one. Each of the Contracting Parties confirms by its signature that it has received one counterpart.
17. This Agreement shall come into force on the date of its signature by last of the Contracting Parties. However, this Agreement comes into effect at the earliest on the date of payment of at least the first instalment of the tuition fee for the first year and the fee for a student card, all according to Article V (5) and (6) hereof.
18. After having read it, the participants to this Agreement declare that they agree with its contents, that it was written on the basis of true data and their true and free will and in witness whereof they attach their signatures.

In Prague on

.....
Signature of an university representative

.....
Student