

Translation

Annex No. 3

Contract of Commercial Representation

made in compliance with § 652 ff. of Act No. 513/1991 Zb.(Commercial Code) as amended
between and by the following Parties:

1. Comenius University, Bratislava („UK“)
Šafárikovo námestie č. 6, 818 06 Bratislava, Slovak Republic

Comenius University, Bratislava Faculty of.....
....., Slovak Republic

Represented by the Dean
IČO (Registration Number).....
DIČ (Tax Reg. Number).....
IČ DPH (VAT ID Number):.....
Bank Connection:
Recipient of Payment:.....
SWIFT Code:.....
IBAN:.....
Account Number:.....
Cross Border Transfer Bank:.....

(„Principal“ or „Comenius University Faculty of “or “Faculty“)

and

2. Company Name....., legal form.....
Registered Office:
Registered in
Represented by
IČO (Registration Number):.....
DIČ (Tax Reg. Number).....
IČ DPH (VAT ID Number)¹:.....
Bank Connection:Account Number:

Contact information: tel. fax. e-mail

(„Commercial Representative“)

¹ To be shown if the Commercial Representative is a VAT payer.

Article 1 Purpose

- 1.1 The purpose of the Contract is to engage the Commercial Representative in conducting recurring paid activities for the Principal with the intent to find foreign self-paying applicants („Foreign Applicant(s)“ or „Applicant(s)“) interested to participate in the programs of higher education study offered by the Faculty of of Comenius University in the field(s) of studyseeking to be admitted for(bachelor, master, bachelor-master combined programs of study in conformity with § 53 para. 3 of Act No. 131/2002 Z. z. governing higher education and amending some other laws, as amended („Higher Education Act“), and “medical doctoral” or PhD. programs of study). The Commercial Representative undertakes to carry on the activities aiming to conclude the contracts of provision of programs of higher education study to Foreign Applicants.
- 1.2 The contracts of provision of programs of higher education study will be concluded with the Applicants for study who have satisfied admission requirements set forth by the generally binding statutory regulations of the Slovak Republic, in particular the Higher Education Act, and those selected by the Principal for admission to higher education programs from among the Applicants searched out by the Commercial Representative. The contracts of provision of programs of higher education study will stipulate the rights and responsibilities of the Principal and the Foreign Applicants in agreement with the applicable statutory regulations and the Principal’s internal rules.
- 1.3 The Principal undertakes to pay to the Commercial Representative for the activities carried on under para. 1.1 a commission the amount and conditions of which are specified in Article 4 of this Contract.

Article 2 Commercial Representative’s Obligations

- 2.1 The Commercial Representative undertakes to search out and obtain for the Principal Foreign Applicants interested to participate in the programs of higher education study offered by the Faculty of of Comenius University. The Commercial Representative is bound to do so in an honest manner, with professional care, in good faith, according to reasonable instructions and in agreement with the interests of the Principal. The activities under this Contract will be conducted by the Commercial Representative in the territorial area of.....².
- 2.2 The Commercial Representative is bound to search out the future Foreign Applicants for study from among reliable persons who may be realistically expected to fulfill the obligations of the contracts to be concluded with the Principal, to respect Comenius University internal rules, the Faculty internal rules, and all the laws of the Slovak Republic.
- 2.3 The Commercial Representative must keep the Principal continuously informed without delay of any ascertained facts that could affect or change the Principal’s instructions and/or the facts that might affect the Principal’s decision concerning the contract of provision of the program of higher education study.

² The Contract may also specify the actual size of commercial deals.

- 2.4 The Commercial Representative is bound to report fully and truthfully to the Principal all the information and the facts ascertained in the performance of this Contract that could affect the considerations concerning reliability of the Applicant and the decision to conclude the contract of provision of the program of higher education study. The Commercial Representative is responsible for the Principal's damage arising from the breach of the obligations set forth in the previous clause - this responsibility will last also after the expiration of the Term of this Contract or after a cancellation of the Contract by one Party.
- 2.5 In addition to the obligations specified in 2.3 and 2.4, the Commercial Representative is obligated to submit, within the fixed time limit, any information directly requested by the Principal in writing or sent by fax, or e-mail.
- 2.6 The Commercial Representative must conduct the activities specified in this Contract in person; no authorization or use of any third persons other than the Commercial Representative's employees performing the duties of their employment are admissible for the purpose of this Contract.
- 2.7 In the event of the Commercial Representative's inability to conduct the activities under this Contract, the Commercial Representative must report this to the Principal without any delay.
- 2.8 The Commercial Representative is bound to cautiously keep, during the term of the legal relations established by this Contract, all the supporting documents and instruments received from the Principal, and to return them to the Principal no later than 15 days after the expiration of these legal relations, unless, with respect to their nature, the legal relations have been discharged by the performance of the Commercial Representative's obligations.
- 2.9 The Commercial Representative is bound to maintain, for the benefit of the Principal, the documents obtained in relation with his/her activities for such period of time during which the documents may be significant for the protection of the Principal's interests.
- 2.10 The Commercial Representative is obligated to keep confidential all the facts, data and information obtained in the performance of his/her activities, except for any publicly available information, and to refrain from any activities that may be detrimental to the Principal's good name, reputation or interests. The Commercial Representative may not disclose the information obtained from the Principal to any other persons or use it to his/her benefit after termination of the contractual relations. The Commercial Representative undertakes to use the information obtained from the Principal only in compliance with the purpose of this Contract.
- 2.11 The Commercial Representative must refrain from accepting, without the Principal's written consent, any performance from a third party.
- 2.12 The Commercial Representative must inform the Principal in writing, no later thanof the academic year, of the number of Applicants who will take entrance tests/interviews organized by the Faculty.
- 2.13 The Commercial Representative undertakes to cover the costs of the admission procedure.³

Article 3
Principal's Obligations

- 3.1 The Principal must act honestly and in good faith in relation to the Commercial Representative.

³ It is recommended to specify the costs to be covered by the Commercial Representative; the number of persons whose costs will be covered; the period of time during which the Commercial Representative will cover such costs, etc.

- 3.2 The Principal must provide for the Commercial Representative all the necessary and up-to-date information, all supporting materials and aids.....⁴ necessary for the fulfillment of the obligations arising from this Contract.
- 3.3 The Principal will set up a committee for entrance interviews/tests responsible for the selection of Foreign Applicants for.....(bachelor, master, bachelor and master combined (under § 53 para. 3 of the Higher Education Act), medical doctoral and PhD. study programs) in the study field of The Dean, upon agreement with the Commercial Representative, will determine the place and time of the admission procedure.
- 3.4 The Principal must notify the Commercial Representative informing him/her which of the Applicants have been admitted and which have not been admitted, or of those with whom a contract of provision of program of higher education study has or has not been made.
- 3.5 The Principal must pay to the Commercial Representative a commission, to which the Principal's entitlement arises under Article 4 of this Contract.

Article 4 Commission

- 4.1 The Parties have agreed that for the performance of the activities, i.e. for each bargained and concluded contract of provision of the program of higher education study with a Foreign Applicant, the Commercial Representative will be entitled to a lump-sum commission of% of the tuition prescribed for the relevant higher education program of study for one academic year („Commission“). The amount of commission is always calculated from the amount of tuition fee as of the date of signing the contract with the Foreign Applicant. The Commission includes all the costs of the Commercial Representative related to his/her activities under this Contract.
- 4.2 The entitlement to a Commission will arise after the Foreign Applicant, with whom the Principal has concluded a contract of provision of the program of higher education study, has paid tuition fee for the first year of study (i.e. after the sum representing the tuition has been credited to the Principal's account).
- 4.3 The Principal will mail a statement to the Commercial Representative, no later than 15 days from payment of the tuition, confirming the admission of the foreign student to a program of study and the payment of tuition, together with the itemized account of expenses necessary for the calculation of the Commission. Such statement will be sent by mail, fax or e-mail.
- 4.4 Under § 660 of Act No. 513/1991 Zb. (Commercial Code) as amended, the Commission is payable no later than on the last day of the month following the end of the quarter in which the entitlement to the Commission arose. For payment of the Commission, an invoice must be sent by the Commercial Representative to the Principal in two copies within 15 days after delivery of the statement under para. 4.3.
- 4.5 No agreements between the Principal and the Foreign Applicant concerning the continuation of the particular program of higher education study in the following academic years, will give rise to any commission for the Commercial Representative.
- 4.6 The Commercial Representative will be entitled to a Commission for each contract of provision of the program of higher education study concluded during the Term of this Contract

⁴ It is recommended to specify the materials, their number and the time limit within which they must be provided.

as a result of his/her activities, and subsequently no later thanweeks/months after the termination of this Contract, provided that it has occurred as a result of the activities of the Commercial Representative.

- 4.7 The Commercial Representative will not be entitled to a commission where a contract with a third party has been concluded without the Commercial Representative's assistance. The Commercial Representative will not be entitled to reimbursement of any additional costs other than the Commission.

Article 5

Information on the Organization and Structure of the Program of Study

- 5.1. The Commercial Representative agrees to describe the Faculty and inform the Applicants for study in accordance with the Principal's instructions concerning admission requirements, admission procedure, the deadlines for the submission of the application for study and the necessary accompanying documents⁵ and to take the entrance test in compliance with the Higher Education Act. All required documents must be officially certified and translated into the Slovak language by an official translator. The Commercial Representative is responsible for compliance with these requirements by all Applicants.
- 5.2 The Commercial Representative undertakes to inform the Applicants in accordance with the Principal's instructions concerning the conditions of programs of study offered by the Faculty, in particular of the organization and structure of study, language requirements, the length of study, organization of the academic year, terms and conditions of payment, requirements of regular completion of the study, the requirements for the award of academic degree upon the completion of the study and other matters related to the programs of study.
- 5.3 The Commercial Representative further undertakes to inform the Applicants of the following requirements:
- a) to cover, by their own means, the travel expenses to and from the venue of the entrance test and of the place of study, including the transportation of their luggage and local transport expenses,
 - b) to comply with the obligations under Act No. 48/2002 Z. z. governing residence of aliens, and to submit, within specified periods of time, the proofs of compliance with these requirements,
 - c) to go through the initial examination of health conditions, paying the costs of such examination to the health care center in which the medical examination took place,
 - d) to arrange for the insurance coverage in the Slovak Republic, including accident insurance and other types of insurance at their own costs.⁶
- 5.4 The Commercial Representative undertakes to advise the Applicants who have satisfied the admission requirements of their responsibility to abide by the laws of the Slovak Republic, Comenius University internal rules and the Faculty internal rules.
- 5.5 Detailed conditions of the study, rights and responsibilities pertaining to the Applicant and the Principal in conformity with the applicable statutory regulations and the internal rules will be governed by the contract of provision of the program of higher education study, the rules of study, Comenius University internal rules and the Faculty internal rules.

⁵ It may be necessary to specify the documents in greater detail.

⁶ Other obligations may also be specified where necessary.

Article 6

Term of Contract

- 6.1 This Contract has been made for a specified period of time, i.e.years⁷.
- 6.2 The Contract will terminate by expiration of the Term for which it has been made. The Parties agree to leave out the second sentence of the disposition provision of § 667 of Act No. 513/1991 Zb. (Commercial Code) as amended. That means that the Term of the Contract will not be automatically extended, even though the Parties may adhere to the Contract. The Term of this Contract may be extended exclusively by a written amendment as a manifestation of mutual consent of both Parties.
- 6.3 Before the expiration of its Term, this Contract may terminate by agreement of the Parties, by cancellation, by death or dissolution of the Commercial Representative.
- 6.4 The Principal may cancel this Contract, if the Commercial Representative has breached any obligation specified in Articles 2 and 5.

Article 7

Governing Law

- 7.1 In matters not expressly provided for in this Contract, the Parties will be governed by Act No. 513/1991 Zb. (Commercial Code) as amended, in particular, its provisions of § 652 and ff., generally binding statutory regulations currently in force in the Slovak Republic and generally established commercial practices used in the Slovak Republic.
- 7.2 The Parties agree that these contractual relations will be governed by the laws of the Slovak Republic. Any possible disputes will be settled primarily by negotiations and agreement of the Parties, and if no agreement can be reached, the Parties may seek a decision of the relevant court of the Slovak Republic.

Article 8

Final Provisions

- 8.1 This Contract has been made in two counterparts in the Slovak and two counterparts in the English language; both language versions are of equal legal status. In case of any ambiguity or discrepancy between the interpretation/construction of the Slovak and English provisions, the legal relations will be governed by the Slovak version.
- 8.2 Any changes in and amendments to this Contract must be made in writing subject to the consent of both Parties.
- 8.3 This Contract will enter into force and effect on the day of its signing by both Parties.
- 8.4 The Parties have become familiarized with the content of the Contract and indicating their consent without any reservations, have signed it below. Each Party will receive one counterpart in the Slovak and one counterpart in the English language.

⁷ The maximum Term of this Contract is 5 years (Article. 9 para.4 of Rector' Directive governing the term and conditions of contracts made in relation to foreign students studying at Comenius University).

In Bratislava, dated

.....
Principal

.....
Commercial Representative