



International Education Society Ltd., with established place of business One George Yard, London EC3V 9DF, United Kingdom, registered in The Registrar of Companies for England and Wales Companies House under section 710A, Company nr., 05209753,

Branch: International Education Society Ltd. - branch, seated Videňská 119, 619 00 Brno, Czech Republic, registered in the Companies Register at the Court of the Brno City in the Division A, File No. 17230, Id.No. 269 43 948, Tax Id. No.: CZ26943948

Represented by Mr. Milan Seifert, Head of branch

Czech Crown bank account No. 2600261713 / 2010, Fio banka Brno,
EUR: bank account No. 2400261698 / 2010, Fio banka Brno,

Thereinafter **IES** (as the First Contracting Party)

and

Name of the educational institution: Středná odborná škola polytechnická

Address of the educational institution: Demánovská cesta 669, 030 01 Liptovský Mikuláš, Slovakia

Name and position of the representative: Ing. Malvína Fuzáková Dvorožňáková, director

Id.No.: 00491942, Tax Id. No.: 2020427838

Bank Acc.: SK438180 0000 0070 0048 0480

Thereinafter **educational institution** (as the Second Contracting Party)

Have closed on the day, month and year as stated below in accordance with section 1724 Para. 1 of the Act No. 89/2012 Gaz. (Civil Code) the following

Co-operation contract

Article 1 Preamble

In accordance with their mutual interest, the Contracting Parties express herewith their willingness and will to co-operate on the development of the Project Certificate owned by the IES. The implementation of the program is described in detail in the Annex No. 1 Rules on Co-Operation between IES and the Educational Institution (thereinafter Project Implementation) that shall form an integral part of the present Contract.

Article 2 Subject of the Co-Operation

1/ The educational institution is interested in the framework of the project Certificate in following items:

- a/ certification of the educational institution and awarding of the certification grade (rating)
- b/ certification of educational programs and institution awarding of the certification grade to these programs
- c/ issuing of international certificates IES to their graduates

Other items that are connected with the above mentioned are specified in the Rules of Co-Operation, Art. 4 below.

2/ The educational institution is entitled to use the brand IES (International Education Society) and the picture of the trade mark (IES logo) and certification label IES, these within exactly specified rules settled by "Manual for presentation of certification" that will be awarded to the educational institution after the closing of the certification procedure. Together with the manual the educational institution will receive from IES the picture of the trade mark (IES logo) and certification label IES in electronic form.

3/ On the basis of the demand of the educational institution the IES shall inform about the certification carried out as well as about its eventual changes all institutions and enterprises under the condition that the educational institution will deliver to IES max. 100 contact addresses of these institutions and enterprises in the region and/or outside the region of the educational institution.

Article 3

Price of the co-operation and terms of payment

1/ Fees summary and payment terms are defined under Article 4 of the Rules of cooperation.

2/ After announcing to IES the requirements on commitment of actions in accordance with the Rules of Co-Operation by the educational institution, the IES will submit to the educational institution an invoice with the essentials of an tax document by that it shall state an account for the respective fees. The educational institution shall pay for the invoice in advance, i.e. before carrying out the actions, according to the invoice maturity by a cashless transfer to the IES account.

3/ The Contracting Parties have agreed that in the case where the educational institution shall be in delay with the payment of some of the fees for more than 30 days IES shall be entitled to withdraw from the present Contract.

Article 4

Terms in the Certification Procedure

1/ The parties have agreed that the educational institution will submit complete documentation for the certification of the institution and certification of the educational programs (see Article 1 and 2 of the Rules of Co-Operation) no later than by **15. 7. 2017** to the address of IES: IES, Videňská 119, 619 00 Brno, Czech Republic.

For the case the educational institution should not submit in the due date to IES the entire documentation necessary for the certification of the educational institution and of the educational programs the Contracting parties have agreed that IES shall be entitled to withdraw from the Contract.

2/ The contracting parties have agreed that IES will close the certification procedures no later then by **15. 8. 2017**.

Article 5

Period of Co-Operation

1/ The contract comes into force on the day of its signature by the authorized representatives of the Contracting Parties.

The duration of the contract shall not be limited by time.

Both IES and the educational institution can terminate the Contract in written without the specification of reasons. The termination period shall be 3 month starting from the first day of the month following the delivery date of the termination by the second Contracting Party. The termination notice shall be send by registered mail.

2/ The Contracting Parties can withdraw from this Contract unilaterally in cases agreed upon in the: Art. 3 Para. 3/, Art. 4 Para. 1/, Art. 5 Para. 2, Art. 6 Para. 1/, Art. 6 Para. 2/, Art. 7 Para. 2/, Art. 7 Para. 3/; the Parties can eventually cancel the Contract in mutual agreement if there should occur circumstances making the fulfilment of the Contract impossible.

3/ The educational institution can withdraw from the contract without statement of reasons in the case of the settlement of all obligations towards IES.

Article 6

Protective Measures

1/ The Project Certificate is protected in the meaning of the Authorial Act. A breach of the Act on the part of the educational institution gives rise to the possibility of unilateral withdrawal by the IES.

2/ The protection of business secret shall enjoy also the data provided by to IES by the educational institution. An abuse of the data provided on the part of IES gives reason to unilateral withdrawal from the Contract by the educational institution.

3/ If a principal change of the data provided should occur in the course of the participation of the educational institution in the Certificate Project which could lead to a shift of the rating value the latter shall notify the changes without delay to IES.

4/ The educational institution shall be fully liable for any information it passes to IES as the basis for the inclusion of the educational institution in and the educational programs in the Certificate Project. The educational institution shall be also liable for the correctness of the data for the issue of certificates to the graduates of the certified programmes, i.e. of the international IES certificates.

5/ IES is entitled to control the correctness of data provided by the educational institution

Article 7 Provision of Sanctions

Following the above stated provisions the Parties agree with the following sanctions:

1/ For the case of a breach of business secret concerning the data of the educational institution by the IES, IES shall pay to the educational institution a penalty of 5.000 EUR.

For business secret shall be held especially the abuse of syllabus and curricula, abuse of personal data on the lecturers, personal data on the graduates, the abuse of information on internal criteria of subjects under certification. The above penalty shall cover separately every breach of the business secret.

2/ If the educational institution should state incorrect data in the course of the certification procedures or if it should not notify IES a change in the data that could lead to the provision of incorrect and distorted information on the educational institution, this shall constitute a reason for unilateral withdrawal from the present Contract by the IES and the educational institution shall pay a penalty of 1.000 EUR. This penalty shall apply separately to every breach.

3/ If the educational institution do not respect "Manual for presentation of certification" and should provide to third persons or make in any way public incorrect or distorted data concerning IES and the educational institution, e.g. incorrect grade or quotation of the rating, classification within the Certificate Project, issue of own documents on the education containing IES elements etc., this should create reasons for unilateral withdrawal from the present contract by IES; the educational institution shall pay to IES a penalty of 1.000.-EUR. This penalty shall apply separately to every breach.

IES is entitled to ask for compensation of damages caused by the breach of the obligation to that a penalty applies. IES is entitled to demand a compensation of all damages that should exceed the amount of the penalty.

4/ If the educational institution should get in delay with the payment of any fee according to Art. 4 of the IES Rules on Co-operation the fully educational institution shall pay to IES a penalty that amounts to 3% of the amount due for every commenced month of the delay. IES is entitled to ask for compensation of damages caused by the breach of the obligation to that a penalty applies. IES is entitled to demand a compensation of all damages that should exceed the amount of the penalty.

5/ If the educational institution fails to provide information in accordance with Article 6, paragraph 6 of the Rules on cooperation, the educational institution is obliged to pay a 200 € penalty.

Article 8 Final Provisions

1/ Material Law of the Contract

The present Contract shall be governed by the law of the Czech Republic as the material law. The Parties have agreed that the Contract shall be governed by the Act No. 89/2012, Civil Code in its actual wording.

2/ Settlement of Disputes - Arbitration clause

The Contracting Parties agree that any property disputes originating from the present Contract in the future, even if this Contract will have been terminated or withdrawn from it by that time (hereinafter referred to as "disputes"), shall be decided in arbitration in accordance with Act No. 216/1994 Coll., on Arbitration and Execution of Arbitral Awards. The Parties agree that the dispute will be decided by a single arbitrator, namely JUDr. Mgr. Petr Macháč, MBA, LL.M., with registered office at 28. října 150, Ostrava – Moravská Ostrava, post code 702 00, registered in the list of arbitrators maintained by the Ministry of Justice of the Czech Republic under No. 152. In accordance with the provisions of Section 19(1) of Act No. 216/1994 Coll., the Parties agree that the dispute will be decided without oral

hearing, on the basis of written evidence submitted by the Parties. However, if the arbitrator does not consider the written materials to be sufficient, he is entitled to order the oral hearing.

The Parties agree that the arbitrator will be paid the arbitration fee of 4.5 % of the claimed amount, however, at least CZK 5,000 + VAT. In the same way as to the other Party, in the arbitration proceedings there might arise costs associated with performance of evidence (e.g. expert fee, etc.) as well as costs associated with legal representation of the Party in the proceedings, whereas the costs will be awarded by the arbitrator under the relevant provisions of the Civil Procedure Code and the Ministry of Justice Decree No. 177/1996 Coll., provided that these costs are awarded according to the success rate of the Party in the dispute. The arbitration fee is payable in advance by the claimant.

The arbitrator will send the claim including a notice for his statement to the defendant, who is obliged to make his statement within 10 days of the delivery of the notice and provide evidence in support of his statement at the same time. The Contracting Parties expressly instruct the arbitrator to decide the dispute in accordance with the principles of justice. Furthermore, the Parties agree that service in arbitration shall be governed by the relevant provisions of Act No. 216/1994 Coll., on Arbitration and Execution of Arbitral Awards, as amended. The place of arbitration is the city of Ostrava. The proceedings will be held in Czech. In matters not covered in this clause, the arbitrator will proceed adequately according to the Civil Procedure Code. The Party unsuccessful in the proceedings is obliged to pay compensation for the costs of the successful Party, including the arbitrator's fee.

The arbitration award is enforceable upon delivery.

3/ Language of the Contract

This Contract shall be closed in the English and Czech language and the Czech version shall be the authentic version.

4/ All modifications and amendments of the present Contract shall be made by written numbered amendments that shall be signed by authorised representatives of both Contracting Parties.

After becoming acquainted with the above text the Contracting Parties add their signatures in own hand that shall express their free and genuine will. The Contract is signed in two copies with the validity of original, whereas each Party shall receive one copy. The Annex No 1 – Rules on Co-Operation between IES and the educational institution shall be attached to the present Contract as its integral part.

Annex No. 1
RULES ON CO-OPERATION BETWEEN IES
AND THE EDUCATIONAL INSTITUTION

Introduction

IES offers to the educational institutions participation in the Project "Certificate".

Activities of IES are governed by single rules. Every educational institution involved in the Project "Certificate" shall obey this single rules; the breach thereof shall mean its exclusion from the Project so that the system shall not be impaired and a uniform environment for other educational institutions will be preserved.

The code under which the educational institution is registered contains certain amount of data. The respective value of data is directly related to the described feature.

Own methodology is used by IES for the determination of the code whereas it denominates exclusively the features that shall be the subject-matter for its creation. It is obvious that only a certain exactly specified set of features can be placed within the code.

The quality of the educational institution is not a single valued and pre-defined term, its perception depends on what the future graduate, future employer etc. expect from the educational institution. Therefore IES marks not the quality of the educational institution or the one of its products, neither specifies if one or another educational institution or educational program is good or bad; it solely describes the exactly pre-defined criteria.

Article 1
Certification of educational institution

1/ The educational institution asking for registration to the IES database and for assigning a rating will elaborate the online **Questionnaire for evaluation of the educational institution and the List of internal and external lecturers**.

The educational institution will enclose certified copies of all documents necessary for an impartial evaluation:

- a/ articles of association, registration certificates
- b/ awards, diplomas, certificates as well as:
- c/ **brief description of the development of educational institution from its foundation up to the present**, with emphasis put on successful results reached /up to 30 lines/
- d/ **brief forecast for the following 5-year period** /up to 30 lines/
- e/ photo – documentation

The above materials serve as the basis for the work of the team of experts who will assess the documentation under written obligation of non-disclosure of business secrets. The educational institution will send the completed questionnaire together with all documents in the term defined by the Contract between IES and the educational institution

2/ The IES team of experts will assess the questionnaire and the documentation sent by the educational institution and in the term defined by the Contract notify the educational institution on the result of the evaluation. In case of the approval the inclusion of the educational institution in the CERTIFICATE Project and awarding of the rating, the educational institution will receive the Institutional Certificate (format A3), information panel (format A1), Information board (80 x 100 cm), and will be offered other advertising materials according to the current offer.

3/ Every educational institution is entitled to ask for awarding of a higher rating; the condition for the request is the expiration of the period of 6 month at least since the awarding of the last rating. The educational institution will only add new documentation to the request, and/or arguments that can justify the awarding of a higher rating to the educational institution.

4/ Also in this case a team of experts of IES will assess the request and materials sent by the educational institution and within four weeks since their receipt notify to the educational institution the result of the evaluation. In the case of awarding of the higher rating the educational institution will receive a new Institutional Certificate.

Article 2
Certification of educational programs

1/ For the evaluation of every educational program the educational institution will submit in the term defined by the Co-operation contract an online Application for certification of an educational program.

The online application shall include:

- a/ title,
- b/ number of hours,
- c/ main topics,
- d/ names, education and length of practical experience of the lecturers

2/ IES will assess the educational program in the term defined by the Co-operation contract. Thereafter the educational institution will be notified the certification grade of the educational program and at the same time the educational program will be included in the IES.

3/ Any educational institutions can ask for awarding higher certification grade to an educational program. The request can be submitted without time limitations, i.e. immediately after changes made in any part of the educational program syllabus, inclusive the changes on the place of lecturers.

Article 3
Issuing of IES international certificates to the educational institution's graduates

1/ All graduates of the certified educational programs are entitled to receive the IES international certificate. IES international certificates will be issued in uniform English version and in translation to the official language. The graduates can ask also for translation into a World Language to their certificates in accordance with the current offer shown in the IES web site (www.ies-info.com).

2/ IES international certificates can be issued exclusively by the IES Central Office, this on the basis of a request made by the educational institution (on-line order). Graduates may ask for the certificate only through the educational institution and not by themselves.

3/ If the educational institution should ask for IES international certificates already for the educational program closing ceremony, it has to send the documents necessary for preparation of the certificates no later than 10 days prior to the completion of the educational program. In this case the IES will prepare the international certificates for all applicants. If some of the applicants should not pass the final exam the certificate will be not awarded to him, by the educational institution and the amount paid by him for the certificate will also not be refunded to him. The certificates not awarded have to be returned immediately to the IES Office for shredding.

4/ If it should not be possible for the educational institution to ask for issuing of the international certificates in advance, IES can prepare the certificates only after the completion of the educational program and send them thereafter to the educational institution or to individual graduates.

5/ IES will issue and send the international certificates within 24 – 48 hours after the payment for the certificates ordered. The confirmation of the payment can be sent by fax or by e-mail.

6/ If IES should not keep the term stated in Para. 5 of the present article, it shall refund to the educational institution the fee paid according to the Fees Summary (Art. 4 of this Rules) in the full amount.

7/ IES international certificate can be awarded to graduates also retrospectively without time limitation. It is, however, conditioned by the certification of the educational institution continuously from the date of the graduate's completion of studies.

8/ Files of the owners of the IES international certificates are kept in the IES computer database and on the Internet.

9/ Request for issuing the IES international certificate can be sent only via the on-line order on our website (www.iescertificate.com).

10/ If an IES international certificate should be issued with mistakes caused by the educational institution, the latter is obliged after finding out the mistake to notify it without delay to IES and return the original of the certificate including its translations to IES. IES will issue for the educational institution a new certificate with translations only if the educational institution will pay the relevant fee acc. to Art. 4 below for this new issuing of the certificates with translations.

11/ If an IES international certificate should be issued with mistakes caused by IES, IES will issue to the educational institution free of charge a new international certificate with translations. The educational institution shall return the original of the wrong certificate including its translations to IES.

**Article 4
Fees Summary**

1/

1	Evaluation of educational institution by teams of experts	2400 €
2	Awarding of rating, inclusion of educational institution to the IES database + issuing of Institutional Certificate + information panel and banner	300 €
	If the complete documentation is submitted until 15.7.2017	
	If the complete documentation is submitted after 15.7.2017	1000 €
3	Assessment of educational program, its inclusion to the IES database + awarding of the certification grade	Free of charge
4	Issuing of IES international certificate in English original (printed and electronic version) and in the official language for the name of the graduate + inclusion to the IES database	60 €
5	Issuing of an electronic version of the IES certificate in English + its insertion into the IES database	60 €
6	Issuing of an additional copy of the IES international certificate in English	20 €
7	Issuing of an additional copy of the IES international certificate in the official language	10 €
8	Small set of certificates (English original in printed and electronic version, translation to the official language, one version of translation into another language)	70 €
9	Large set of certificates (English original in printed and electronic version, translation to the official language, selected versions of translation into other languages - 5)	100 €
10	Additional issuing of a IES international certificate translation to other language in accordance with the current offer shown in the IES web site (www.iescertificate.com)	30 €
11	Mailing of IES international certificate to a private customer's address	8 €
12	Assessment of the request of educational institution for the awarding of a higher certification grade	400 €
13	Awarding of a higher certification grade to the educational institution + issuing of the new Institutional Certificate	400 €
14	Assessment of the request of educational institution for the awarding of a higher certification grade to an educational program	Free of charge
15	Awarding of a higher certification grade to an educational program + inclusion to the IES database	Free of charge
16	Additional issuing of the Institutional Certificate (change of the institution name, change of rating etc.)	Free of charge
17	Monthly fee for the registration of educational institution in the IES computer database, for evidence of the educational institution's graduates in the IES computer and Internet database, for keeping of data archive, using of IES logo and brand, for advertisement of the educational institution's participation in the Certificate Project etc.	* 60 €

* Discount from the monthly administrative fees and the IES bonus in dependence on the number of the IES certificates (English originals) issued in the preceding calendar year:

Number of issued certificates in a calendar year	Monthly administration fees after reduction
◆ 20 – 49	40 €
◆◆ 50 and more	20 €

◆ In addition, the educational institution is entitled to a bonus in the form of a free IES certificate for the best student nominated by the institution. A student will receive a certificate in the English original and official language together with a letter of congratulations from IES Director.

◆◆ In the case of a one-time order the educational institution is entitled to a bonus in the form of an immediate 5% discount off the order.

A default calendar year for assessing a number of issued IES certificates (the originals in English) is 2017.

2/ Postage is charges in accordance with the actual tariffs of postal and courier services. Package fee amounting to 1 – 5 € according to the consignment size is charged.

3/ The fees can be modified in subsequent years on the end of a quarter of year. **Fees are understood without the VAT.**

4/ All payments will be issued using a fixed currency exchange rate set by the Czech National Bank as to 2. 1. 2017, which is 27,020 CZK for 1 EUR. The prices in Paragraph 4 (the Rules on Co-operation, Fees Summary) shall be converted according to the above-mentioned fixed currency exchange rate. In case of an unstable exchange rate of EUR towards CZK, IES can (by announcing so via e-mail or post) turn to invoicing with a current daily rate, the educational subject will be delivered the cancellation of a fixed currency exchange rate by post or e-mail. The changes in invoicing will be valid starting the day of sending this notice. The invoices will be issued in CZK or EUR.

Article 5

Forms of Payment for the Monthly Administrative Fee

The first payment of the monthly administrative fee will be paid by the educational institution after the completion of the evaluation of educational institution on the basis of an invoice issued by the IES. Subsequent monthly administrative fees in accordance with Art. 4, Para. 15 shall be paid by the educational institution always in advance as follows:

- a) quarterly
- b) every half-year
- c) yearly

The monthly administrative fees will be payable in the amount corresponding to the number of months for that they should be paid, thus, there are due by:

Sub a) January 10 for the 1st quarter of a calendar year, April 10 for the 2nd quarter of a calendar year, July 10 for the 3rd quarter of a calendar year, October 10 for the 4th quarter of a calendar year

Sub b) January 10 for the 1st half of a calendar year, July 10 for the 2nd half of a calendar year

Sub c) January 10 for a calendar year

IES will issue an invoice for the educational institution in that the relevant fees will be put to the account.

The fees will be paid cashless to the IES account:

Czech Crown bank account No. 2600261713 / 2010, Fio banka Brno,
EUR: bank account No. 2400261698 / 2010, Fio banka Brno.

16/ If an IES international certificate should be issued with mistakes caused by the educational institution, the latter is obliged after finding out the mistake to notify it without delay to IES and return the original of the certificate including its translations to IES. IES will issue for the educational institution a new certificate with translations only if the educational institution will pay the relevant fee acc. to Art. 4 below for the new issuing of the certificate with translations.

**Article 6
Final provisions**

- 1/ All assessment and awarding acts of the IES company incl. the issuing of certificates can be implemented only after fulfilment of all conditions on the part of the educational institution.**
- 2/ IES international certificates can be issued only for the graduates of certified educational institutions and certified educational programmes.**
- 3/ The educational institution is entitled to increase the price of the IES international certificate for its own margin the amount of which is not limited by IES. The price increase can be implemented only in the event the educational institution has legislative conditions for such a measure.**
- 4/ The educational institution is not entitled to issue IES international certificates separately as these are strictly registered in a single number code of the IES database.**
- 5/ The data on the graduates of educational programs registered in the IES database may be used only in connection with the certification.**
- 6/ IES is entitled to perform periodical or non-periodical verifications of the value of certification grades awarded both to educational institution and to its educational programs. Educational institution is obliged to cooperate with IES and support desired information in given term.**
- 7/ If the co-operation should be terminated the educational institution is obliged to return to IES the requested materials (e.g. Institutional Certificate, Information panel etc.).**
- 8/ All provisions provided for by the present Rules on Co-Operation between IES and the Educational Institution form an integral part of the Co-operation contract Between IES and the Educational Institution.**

Co-operation contract

**Article 1
Preamble**

In accordance with their mutual interest, the Contracting Parties express herewith their willingness and will to co-operate on the development of the Project Certificate owned by the IES. The implementation of the program is described in detail in the Annex No. 1 Rules on Co-Operation between IES and the Educational Institution (hereinafter Project Implementation) that shall form an integral part of the present Contract.

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- a/ certification of the educational institution and awarding of the certification grade (rating)
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- c/ issuing of international certificates IES to their graduates

Other items that are connected with the above mentioned are specified in the Rules of Co-Operation, Art. 4 below.

2/ The educational institution is willing to use the brand (IES International Education Society) and the picture of the trade mark (IES logo) and certification label IES, these items exactly specified rules defined by "Manual for presentation of certification" that will be awarded to the educational institution after the closing of the certification procedure. Together with the manual the educational institution will receive from IES the picture of the trade mark (IES logo) and certification label IES in electronic form.

3/ On the basis of the demand of the educational institution the IES shall inform about the certificates carried out, as well as about its eventual changes of institutions and enterprises under the condition that the educational institution will deliver to IES max. 100 contact addresses of these institutions and enterprises in the region and/or outside the region of the educational institution.