

**Contract on Commercial Representation  
No. 1/2020**

made in compliance with Clause 652 of Act No. 513/1991 Coll. (Commercial Code) as amended between  
and by the following contractual parties:

1. Comenius University in Bratislava (hereinafter referred to as „CU“)  
Šafárikovo námestie 6, 814 99 Bratislava, Slovak Republic

the Jessenius Faculty of Medicine in Martin

Malá Hora 4A, 036 01 Martin, Slovak Republic

Represented by: Prof. Andrea Čalkovská, M.D., DSc., the Dean of the Faculty

Registration Number: 00397865

Tax Registration Number: 2020845332

VAT ID Number: SK2020845332

Bank Connection: State Treasury, Radlinského 32, 810 05 Bratislava, Slovak Republic

Beneficiary: Comenius University in Bratislava, Šafárikovo námestie 6, 818 06 Bratislava,  
Slovak Republic

BIC: SPSRSKBAXXX

IBAN: SK10 8180 0000 0070 0024 4103

(hereinafter referred to as „JFMED CU “or “Faculty“)

and

2. Name of Company: SVM Studienplatzvermittlung s. r. o.  
Registered Office: Cintorinska 12, 81108 Bratislava, Slovakia  
Registered in: Bratislava  
Represented by: Andreas Zehetner  
Registration Number: 52623696  
Tax Registration Number: 2121112345  
VAT ID Number: SK2121112345  
Bank Connection: Tatra Banka  
SWIFT/BIC: TATRSKBX  
IBAN: SK82 1100 0000 0029 4608 9818

(hereinafter referred to as „Commercial Representative“)

**Article 1  
Purpose of Contract**

- 1.1 The purpose of the Contract is to engage the Commercial Representative in conducting paid activities for JFMED CU with the intent to find applicants for higher education study offered by JFMED CU in the study program “General Medicine” taught in English language (hereinafter referred to as „Applicant(s)“).
- 1.2 JFMED CU 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**

### **Obligations of Commercial Representative**

- 2.1 The Commercial Representative undertakes to search out and obtain for JFMED CU applicants interested in study offered by JFMED CU. The Commercial Representative is bound to do so in an honest manner, with professional care, in good faith, according to instructions by JFMED CU and in agreement with the interests of JFMED CU. The activities under this Contract will be conducted by the Commercial Representative in the territorial area of Germany, Austria and Japan
- 2.2 The Commercial Representative is bound to search out the applicants for study from among reliable persons who may be realistically expected to respect internal regulations of CU, internal regulations of JFMED CU, as well as the laws of the Slovak Republic.
- 2.3 The Commercial Representative must keep JFMED CU continuously informed without delay of any ascertained facts that could affect or change the instructions or interests of JFMED CU.
- 2.4 The Commercial Representative is bound to report fully and truthfully to JFMED CU information and all facts ascertained in the performance of this Contract that could affect the considerations concerning reliability of the Applicant. The Commercial Representative is responsible for the damage caused to JFMED CU arising from the breach of the obligations set forth in the previous clause - this responsibility will last also after the expiration of duration of this Contract or after a cancellation of the Contract by any of the contractual parties.
- 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 JFMED CU.
- 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 JFMED CU without any delay.
- 2.8 During the term of the legal relations established by this Contract the Commercial Representative is bound to cautiously keep all the supporting documents and instruments received from JFMED CU and to return them to JFMED CU no later than 15 days after the expiration of these legal relations, unless, with respect to their nature, these have been exhausted in the performance of the Commercial Representative's obligations.
- 2.9 The Commercial Representative is bound to maintain for the benefit of JFMED CU all documents obtained in relation with his/her activities for such period of time during which the documents may be significant for the protection of interests of JFMED CU.
- 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 reputation or interests of JFMED CU. The Commercial Representative may not disclose the information obtained from JFMED CU to any other persons or use it to his/her benefit even after termination of the contractual relations. The Commercial Representative undertakes to use the information obtained from JFMED CU only in compliance with the purpose of this Contract.
- 2.11 The Commercial Representative must inform JFMED CU in writing, no later than 30 days before the date of the entrance examination, on the number of Applicants who will take the entrance exam and send their name list with birth dates and addresses of their permanent residence.

## **Article 3**

### **Obligations of JFMED CU**

- 3.1 JFMED CU must act honestly and in good faith in relation to the Commercial Representative.

- 3.2 JFMED CU must provide for the Commercial Representative all the necessary and up-to-date information, all supporting materials and aids (information brochures) necessary for the fulfillment of the obligations arising from this Contract.
- 3.3 JFMED CU will inform the Commercial Representative on the date, place, and time of the entrance examination.
- 3.4 JFMED CU must provide the Commercial Representative with lists of the Applicants recruited by him/her who have been admitted and who have not been admitted to study at JFMED CU.
- 3.5 JFMED CU must pay to the Commercial Representative a commission in accordance with Article 4 of this Contract.

#### **Article 4 Commission**

- 4.1 The contractual parties have agreed that for the performance of the activities, i.e. for each admitted student recruited by him/her who enrolls in study at JFMED CU (hereinafter referred to as "Student(s)"), the Commercial Representative shall be entitled to a one-off commission of 10 % of one-year tuition fee prescribed for the study program of General Medicine in English language at JFMED CU (hereinafter referred to as „Commission“). The Commercial Representative has no right for commission for further years of university study of admitted and enrolled students.
- 4.2 The amount of commission is always calculated from the amount of tuition fee as of the date of enrollment of applicants to study. The commission includes all the costs of the Commercial Representative related to his/her activities under this Contract.
- 4.3. The entitlement to the commission will arise after the applicants have paid the tuition fee for the first year of study (i.e. after the sum representing the tuition fee has been credited to the account of JFMED CU).
- 4.4 JFMED CU will mail to the Commercial Representative, usually no later than 14 days after the enrollment day, the name list of students who enrolled in study in particular academic year.
- 4.5 Under Clause 660 of the Act No. 513/1991 Coll. (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 in two copies must be sent by the Commercial Representative to JFMED CU within 14 days after delivery of the name list of students who enrolled in study in particular academic year.
- 4.6 The Commercial Representative shall be entitled to a commission for each admitted applicant who enrolled in study at JFMED CU no later than 6 months after the termination of this Contract, provided that this has occurred as a result of the activities of the Commercial Representative.
- 4.7 The Commercial Representative shall not be entitled to reimbursement of any additional costs.

#### **Article 5 Information on Organization and Structure of Study**

- 5.1. The Commercial Representative agrees to represent the Faculty and inform the applicants about:
  - requirements for admission to study in particular academic year in accordance with internal regulations by the Dean,
  - conditions for taking the entrance examination,
  - their duty to submit within deadline the application form and the necessary supporting documents (Secondary School Certificate Advance Level with Apostille – original or a copy certified by a Notary Public and its authorized translation to Slovak language, photocopy of birth certificate certified by a Notary Public and its authorized translation to Slovak language, photocopy of

passport, medical report, 4 passport-size photographs, possibly other documents required by JFMED CU).

- further process of Nostrification of Secondary School Certificate Advance Level by District Office Department of Education in Žilina.

- 5.2 The Commercial Representative undertakes to inform the applicants in accordance with instructions by JFMED CU about the conditions for study at the Faculty, in particular about the organization and structure of study, language requirements, the length of study, organization of the academic year, terms and conditions of payments (including the mechanism of tuition fee payment and conditions for reimbursement of paid fees), requirements for due completion of the study, the requirements for the award of academic degree, and other matters related to study.
- 5.3 The Commercial Representative further undertakes to inform the applicants about the following requirements:
  - a) to cover, by their own means, the travel expenses to and from the venue of the entrance examination and the place of study, including the transportation of their luggage and local transport expenses,
  - b) to comply with the obligations under Act No. 404/2011 Coll. governing residence of aliens, and to submit, within specified periods of time, the proofs of compliance with these requirements,
  - c) to undergo the initial health examination, paying the costs of such examination to the health care center in which the medical examination took place (this concerns only the applicants who are citizens of countries outside EEC),
  - d) to arrange for the insurance coverage in the Slovak Republic, including accident insurance and other types of insurance at their own costs.
- 5.4 The Commercial Representative undertakes to advise the applicants who have met the admission requirements of their responsibility to follow the laws of the Slovak Republic, internal regulations of CU and internal regulations of the Faculty.
- 5.5 Detailed conditions of study, rights and responsibilities of the applicants and JFMED CU shall be governed by generally binding legal regulations, the Higher Education Act, and internal regulations of CU and JFMED CU.

## **Article 6**

### **Duration of Contract**

- 6.1 This Contract has been made for a specified period of time, i.e. from 01. 08. 2020 to 31. 7. 2025.
- 6.2 The Contract shall terminate by expiration of its duration for which it has been made. The contractual parties agree to leave out the second sentence of the disposition provision of Clause 667 of Act No. 513/1991 Coll. (Commercial Code) as amended. That means that the duration of the Contract shall not be automatically extended, even though the contractual parties may adhere to the Contract. The duration of this Contract may be extended exclusively by a written amendment as a manifestation of mutual consent of both contractual parties.
- 6.3 Before expiration of its duration this Contract may terminate by agreement of the contractual parties, by cancellation, by death of the Commercial Representative, or dissolution of the Commercial Representative.
- 6.4 JFMED CU may terminate 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 contractual parties shall be governed by Act No. 513/1991 Coll. (Commercial Code) as amended, in particular the provisions of Clause 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 contractual parties agree that these contractual relations shall be governed by the laws of the Slovak Republic. Any possible disputes shall be settled primarily by negotiations and agreement of the contractual parties and if no agreement can be reached, the contractual 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 Slovak language and two counterparts in English language; both language versions are of equal legal status. Each contractual party shall receive one counterpart in Slovak language and one counterpart in English language.
- 8.2 Any changes and amendments to this Contract must be made in writing subject to the consent of both contractual parties.
- 8.3 This Contract shall become valid on the day of its signing by both contractual parties and into force on the day following its publication in the Central Register of Contracts administered by the Government Office of the Slovak Republic in accordance with Clause 47 Section 1 of Act No. 40/1964 Coll. (Civil Code) as amended.
- 8.4 This contract is subject to disclosure under the Act No. 211/2000 Coll. on Free Access to Information as amended. The contractual parties expressly agree with the publication of this Contract in its entirety including any amendments and annexes in the Central Register of Contracts administered by the Government Office of the Slovak Republic.
- 8.5 The Contractual Parties hereby declare they read the Contract before signing it and understood its contents, is is clear and understandable for them, none of the Contractual Parties acted under pressure, and they agree with its terms as evidenced by their signatures.

In Martin, on 01. 08. 2020

In Bratislava, on 01. 08. 2020

For the Jessenius Faculty of Medicine

For SVM Studienplatzvermittlung s. r. o.

Prof. Andrea Čalkovská, M.D., DSc.,  
the Dean of the Faculty

Andreas Zehetner