

CONTRACT

between

Palacký University Olomouc, with its head office at

Křížkovského 511/8

771 47 Olomouc

Czech Republic

represented by Prof. Mgr. Jaroslav Miller, M.A., Ph.D., hereafter referred to as '**the Institution**'

and

the **European University Association (EUA)**, acting on behalf of the **Institutional Evaluation Programme**, hereafter referred to as '**IEP**'

114 rue du Rhône

Case Postale 3174

CH-1211 Geneva 3

Switzerland

represented by [REDACTED] Secretary-General,

Whereas

IEP is an independent membership service of the EUA and a full-member of the European Association for Quality Assurance in Higher Education (ENQA) and is listed in the European Quality Assurance Register for Higher Education (EQAR);

The mission of IEP, consistent with institutional autonomy, is to support higher education institutions in developing their strategic leadership and capacity to manage change through a process of voluntary institutional evaluations;

The Institution has registered for an IEP evaluation with special focus on management of research and use of research results throughout the period from **1 September 2017 to 31 August 2018** and is committed to allocate all the required leadership and resources to ensure the success of the evaluation;

The following has been agreed:

Article 1

Subject

Throughout the period indicated above and at the request of the Institution, IEP shall conduct an institutional evaluation of the institution (hereafter referred to as '**the Evaluation**'). The scope and objectives, methodology, timeline and expected outcomes of the Evaluation are outlined in the **IEP Guidelines for Institutions: evaluation with a special focus on management of research and use of research results 2017** (hereafter referred to as '**the Guidelines**') appended as an **Annex**, which are an integral part of this contract.

Article 2

Obligations of IEP and of the Institution

- (1) IEP and the Institution commit to carry out the activities as outlined in the Guidelines.
- (2) In particular, IEP shall:
 - a. Select the Evaluation team,
 - b. Prepare the Evaluation team in coordination with the Institution,
 - c. Run two site visits in the premises of the Institution,
 - d. Deliver an oral report at the end of the second visit,
 - e. Issue a final Evaluation report which shall be published on IEP's website,
 - f. Respect the time line set forth in the Guidelines; unless otherwise agreed by IEP and Institution.
- (3) In particular, the Institution shall:
 - a. Appoint the self-evaluation group and the institutional liaison person with IEP,
 - b. Run the self-evaluation process and issue a self-evaluation report,
 - c. Prepare at Rectorate, faculties, staff and students' levels for each site visit,
 - d. Provide the required support to IEP at all times during the Evaluation process,
 - e. Respect the time line set forth in the Guidelines, unless otherwise agreed by IEP and the Institution,
 - f. On a best efforts basis, address the recommendations made in the final Evaluation report and submit to IEP a progress report one year after the evaluation is completed.

Article 3

Limitation of liability

- (1) IEP shall carry out the Evaluation to the best of its experience and ability.
- (2) The Institution acknowledges that the Evaluation is a voluntary and context-driven process determined by the specific goals and objectives of the Institution, the continuous participation of the Institution being a key success factor. The Institution further acknowledges that while the aim of the Evaluation is to improve quality and develop

strategic leadership, the effective achievement of such goals is not guaranteed by IEP, even if all recommendations made in the final Evaluation report are properly addressed and follow-up by the Institution.

- (3) IEP shall not be liable if the Institution does not meet its quality and/or ranking objectives even if these have been disclosed to and discussed with IEP.
- (4) No claim whatsoever may be brought against the members of the IEP Evaluation team individually.

Article 4

Duration

- (1) This contract covers the period from 1 September 2017 to 31 August 2018 which is expected to be sufficient to run through the whole Evaluation process according to the Guidelines.
- (2) The contract enters into force on the date on which it is signed by the last party.
- (3) The contract can be extended or modified on the agreement in writing of both parties.

Article 5

Fee, Terms of payment and Expenses

- (1) The Institution will pay IEP a flat fee of € 33.000 to carry out the services specified in the Guidelines (hereafter referred to as '**the Fee**'). The Fee is used to cover the international travel expenses of the Evaluation team members and the cost of the IEP programme administration, including the training of pool members. Team members (other than the team coordinator) are not paid for their time devoted to the Evaluation.
- (2) Payment of the Fee must be made by 01 September 2017 unless otherwise agreed upon, by bank transfer only, according to the details set out in the accompanying invoice.
- (3) In addition, the Institution will organise and cover all the costs of accommodation (hotel with a meeting room at the Evaluation team's disposal), meals, local transportation, and airport transfers (including accommodation close to the airport if required by the travel schedule) for the members of the Evaluation team.
- (4) If the dates of the visits have to be changed after arrangements have been made, the party who initiates the change is responsibility for covering the additional costs of the change.

Article 6

Termination

The contract may be terminated under the following conditions:

- A) In case the Institution wishes to terminate the contract, IEP shall be notified both by registered mail and by email stating the reasons for the cancellation. IEP is entitled to retain a portion of

the Fee deemed to cover the expenses already incurred for the implementation of the contract, including staff costs, as follows:

- a. Termination before the sending of the self-evaluation report to IEP: 20 % of the Fee;
 - b. Termination before the second site visit: 50 % of the Fee;
 - c. Termination before the issuance of the draft final report by IEP: 80 % of the Fee.
- B) In case IEP wishes to terminate the contract, the Institution shall be notified by registered mail. IEP is permitted to terminate the contract if the Institution does not pay the Fee on time, if the self-evaluation report is not delivered on time, or if it becomes apparent that the Institution does not understand or respect the nature of the Evaluation. In such case IEP is entitled to retain a portion of the Fee, in accordance with the scale set forth at paragraph A above.
- C) The contract shall also be considered terminated if the interval between the first and second Evaluation visits exceeds 9 months, without prior agreement between IEP and the Institution. In such case IEP shall notify the termination to the Institution by registered mail, and shall retain 50% of the Fee.

Article 7

Confidentiality

- (1) Except for the final Evaluation report, which shall be published on IEP's website (www.iep-gaa.org) after it has been finalised and which may be distributed by the Institution widely amongst its stakeholders, all the Evaluation process shall be treated as confidential.
- (2) The self-evaluation report, the contents of the meetings during the site visits, the findings of the Evaluation team other than those included in the final Evaluation report, any recording or videotaping of the presentation of the oral report (as the case may be) and the progress report shall be used for strictly internal purposes only by the Institution and IEP, and may not be published or communicated to third parties in any way.

Article 8

Intellectual Property

- (1) The name Institutional Evaluation Programme (IEP) and the corresponding logo are the exclusive property of the European University Association, and are registered with the European Office for Harmonization in the Internal Market under nr. 011058005.
- (2) The Institution may use the "Evaluated by – Institutional Evaluation Programme" icon on its website and other informational products to signify the completion of the Evaluation. The icon may be used for up to five years after the receipt and publication for the final Evaluation report.

Article 9

Notifications

Except where this contract provides that notifications must be made by registered mail, each party may communicate with the other by mail, fax, or electronic mail to the following addresses:

A) If to the Institution:

Palacký University Olomouc
Křížkovského 511/8
771 47 Olomouc
Czech Republic

Attention: [REDACTED] Liaison person

B) If to IEP:

European University Association
Institutional Evaluation Programme
114 rue du Rhône
Case Postale 3174
CH-1211 Geneva 3
Switzerland
Tel. [REDACTED]
Fax [REDACTED]

Attention: [REDACTED] Director of IEP

Article 10

Governing Law and Jurisdiction

- (1) This contract shall be governed by Swiss law, to the exclusion of any substantial law referred to by its rules of conflicts of laws.
- (2) Any dispute regarding the terms, interpretation and execution of this contract shall - failing an amicable settlement between the parties - be submitted to arbitration in Geneva by a sole arbitrator under the Swiss Rules of International Arbitration of the Swiss Chambers Arbitration Institution. The language of the arbitration proceedings shall be English.

Done in Geneva in two original copies [REDACTED]

For Palacký University Olomouc, [REDACTED]

Prof. Mgr. Jaroslav Miller, M.A., Ph.D.
Rector
Date: 10.08.2017

For European University Association,
[REDACTED]

Secretary General
Date: 22.08.2017

Annex: Institutional Evaluation Programme Guidelines for Institutions – Evaluations with a special focus on management of research and use of research results 2017

[REDACTED]