



Tomas Bata University in Zlín

**Implementing Agreement No. 1 to the Partnership Agreement
Agreement on Provision of Specialized Internships
concluded in compliance with § 1746 of the Act No. 89/2012 Coll., Civil Code, as
subsequently amended (hereinafter referred to as “Civil Code”), between the following
contracting parties:**

MANN+HUMMEL Innenraumfilter CZ s.r.o.

Registered office: Nivnická 2616, Uherský Brod , Postal code: CZ-68801

Identification No.: -274 08 159

Included in the Companies Registry kept by the Regional Court Brno, Section C, Entry 58542

Acting on behalf of the company/Acting upon a power of attorney: Bernd Kolb and Milan Božík

(hereinafter referred to as “**Provider**”)

and

Tomas Bata University in Zlín

Public higher education institution, legal entity not included in the Companies Registry

Registered office: nám. T. G. Masaryka 5555, 760 01 Zlín

Identification No.: 70883521

Represented by Prof. Ing. Petr Sáha, CSc., Rector of TBU in Zlín

(hereinafter referred to as “**University**”)

as follows:

I. Introductory provisions

- 1) The contracting parties jointly declare that on they concluded the relevant Partnership Agreement the main purpose and goal of which is the implementation of mutual interest of both contracting parties, i.e. to ensure permanent development and prosperity of each institution, to maintain and improve the competitiveness in the Czech Republic and abroad, as well as of the mutual interest in contributing to an enhancement of the general benefit by active participation in R&D activities, in innovation processes and in the development of scientific disciplines within the scope of their competence.
- 2) In compliance with Article 6 Paragraph (1) of the above-mentioned Partnership Agreement, the contracting parties enter into this Implementing Agreement, the subject matter of which is the specification of rights and obligations of the contracting parties to be observed during the organization of specialized internships of TBU students taken in the Provider’s company/institution, and that in compliance with Article 4 Paragraph (1) of the relevant Partnership Agreement.

II. Subject matter of the Agreement

- 1) The subject matter of this Agreement is the obligation assumed by the Provider, i.e. to enable four selected students of TBU (hereinafter referred to as “**students**”) per year to take specialized student internships (hereinafter referred to as “**internships**”) under the agreed conditions set out below. For the purposes of this Agreement, the contracting parties have agreed that the above-mentioned annual period starts to run on the day on which the authorized representatives of both contracting parties sign this Agreement.
- 2) The purpose of this Agreement is to enable the selected students to take internships and to gain practical experience.
- 3) The contracting parties have agreed that the eligible students shall be selected by the Provider at his/her discretion; the names of the eligible students and other information necessary shall be given to the Provider by the University sufficiently in advance before the expected start of the relevant internship.
- 4) The University is required to collaborate with the Provider (and with the students) in order to guarantee that the internships are taken in a proper and efficient manner.
- 5) The eligible students will participate in internships organized by the Provider during the agreed period and according to the agreed schedule, to the best of their knowledge and abilities, and that in accordance with the aim of this Agreement.

III. Conditions of the placement

- 1) A detailed description of the activities to be carried out by the eligible students during their internships, allocation of the students to the internships as well as the duration of the internships are included in Appendix 1 to this Agreement – Conditions of the Placement.
- 2) The Provider shall specify the particular date on which the relevant internship shall start and the working hours of the relevant internship per day, and that as agreed with the relevant student before the start of his/her internship.
- 3) Students shall take internships at the seat of the Provider given in the heading of this Agreement (unless otherwise agreed between the contracting parties).
- 4) The contracting parties have agreed that the internships taken by students in the Provider’s company/institution shall be unpaid. Neither the University nor the Provider are entitled to receive any type of monetary or non-monetary remuneration related to the internship. However, a financial remuneration may be paid to the respective student by the Provider, and that upon mutual agreement between the student and the Provider.
- 5) The Provider and the eligible student may agree upon detailed conditions of the internship in a separate agreement; nevertheless, the content thereof must not be contradictory to the principles mentioned in this Agreement.

IV. Rights and obligations of the contracting parties

- 1) The Provider undertakes to ensure safety and health protection for students during the internship with regard to the risks of possible danger to their health and life and concerning the internship to be taken. The Provider undertakes to provide basic staff training to the eligible students before the start of the internship and to inform them about the relevant regulations on safety and health protection to be observed during the internship, and also to provide the students with all information necessary and advise them of any possible risks. The Provider is obliged to inform the eligible students about all related legal regulations, facts and information that may be relevant to the internship from the practical point of view.
- 2) The University is obliged to inform the eligible students about the content of this Agreement and to require that these students make a declaration in writing by which they undertake to meet those obligations which are considered indispensable with regard to the internship to be taken. The contracting parties have agreed that these are the following obligations:
 - During the internship, the student undertakes to obey the instructions given to him/her by the Provider and by the person in charge appointed by the Provider, unless these instructions contradict the relevant legal regulations.
 - The student undertakes to take his/her internship in the Provider's company/institution to the best of his/her knowledge and belief, skills, competences and gained experience, and that in accordance with the aim of this Agreement.
 - The student undertakes to maintain secrecy about facts provided to him/her by the Provider and related to the internship taken, in the event that such facts are marked as confidential by the Provider.

The University will provide the Company with a copy of this declaration in writing signed by the eligible students.

- 3) Both contracting parties undertake to maintain secrecy about facts provided to them by the other contracting party and related to the performance of this Agreement, in the event that such facts are marked as confidential by the other contracting party.
- 4) Both contracting parties undertake to inform the other contracting party without delay about all significant facts occurring during the relevant internship or in direct relation to it.

V. Contact persons

- 1) The contracting parties have approved the following contact persons authorized to conduct the subsequent relevant negotiations, to provide information and to manage the internships (the latter applies to the Provider):

On behalf of the Provider:

Karel Telisek, karel.telisek@mann-hummel.com, phone: 572 666 337; Production Manager of MANN+HUMMEL Innenraumfilter CZ s.r.o.

On behalf of the University:

Doc. Ing. Adriana Knápková, Ph.D., knapkova@fame.utb.cz, **Mobile phone No.:** 739 329 960, Tel. No.: 576 032 216, Vice-Rector for Social Affairs, Tomas Bata University in Zlín

- 2) In the event that a new contact person is appointed, the other contracting party shall be informed about the new contact person in writing without unnecessary delay. No amendment to the Agreement is required in order to appoint a different contact person.

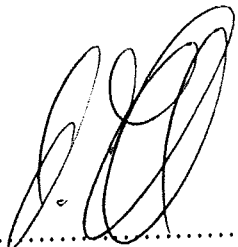
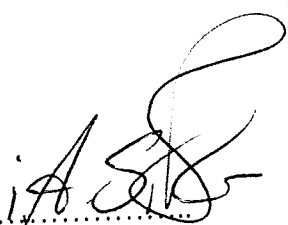
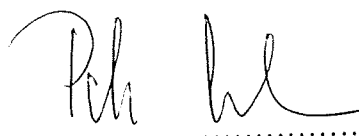
VI. Legal regulations

- 1) The legal relations between the contracting parties arising from this Agreement and not explicitly regulated in the text of this Agreement are regulated by the Civil Code and by related regulations, in particular by the Act No. 111/1998 Coll., on higher education institutions (hereinafter referred to as "AHEI"), as subsequently amended, and by the Act No. 262/2006 Coll., Labour Code (hereinafter referred to as "LC"), as subsequently amended.
- 2) In compliance with the provision of § 62 Paragraph 2 of the AHEI, general regulations on safety and health protection at work and on working conditions for women apply to students who participate in practical trainings and internships.
- 3) In compliance with the provision of § 391 Paragraph 1 of the LC, students of a higher education institution are liable to the same higher education institution or to the relevant legal or physical entity for any damage inflicted on the mentioned institution/entity during practical training or theoretical classes and/or in direct relation to them.
- 4) In compliance with the provision of § 391 Paragraph 4 of the LC, the relevant legal or physical entity is liable to the students of a higher education institution for any damage inflicted on the students due to a breach of legal obligations or due to injury, if the damage was incurred during practical training or theoretical classes organized by the same legal or physical entity.

VII. Final provisions

- 1) Should any provision of this Agreement be or become ineffective, the remaining provisions of this Agreement are not affected and remain in effect. In this case, the contracting parties undertake to replace the ineffective provision by a new and effective provision which is the most similar in content and meaning to the content and meaning of the ineffective provision.
- 2) This Agreement has been drawn up in 2 copies; each contracting party shall receive one copy thereof.
- 3) Alterations and improvements to this Agreement can only be made in the form of numbered amendments in writing signed by the authorized representatives of both contracting parties. Alterations in the Agreement made in a different manner than that mentioned above are ineffective. The appointment of different contact persons in compliance with Article V of this Agreement is an exception to this provision.
- 4) Any of the participating parties can terminate the Agreement by giving a three months' notice. The notice of withdrawal must be made in writing and delivered to the other contracting party, otherwise it is not valid. The period of the notice starts to run on the first day of the month following after the notice is delivered.

- 5) The contracting parties declare that they have read the Agreement in detail, that they have clearly understood the content of the Agreement, agree to all parts of the Agreement and are aware of all rights and obligations arising from this Agreement. As a proof of consent to this Agreement, the contracting parties add their signatures.
- 6) This Agreement comes into force and effect on the day when signed by the authorized representatives of both contracting parties.
- 7) The Appendix 1 – Conditions of the Placement - is an inseparable part of this Agreement.

Uhersky Brod, on:	Zlín, on:
On behalf of the company/institution:	On behalf of the University:
  Bernd Kolb CEO Simone Becher HR Business Partner	 Prof. Ing. Petr Saha, CSc. Rector of TBU in Zlín

[illegible]

Names of selected students will be inserted by the University into the table above and sent to the Provider sufficiently in advance before the expected start of the relevant internship.

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