

Agreement Between\*  
Mendel University in Brno

And\*  
THE World Universities Insights  
Limited  
26 Red Lion Square,  
London, United Kingdom, WC1R  
4HQ

For the end customer\*:  
Mendel University in Brno

Invoice Address\*  
Street: Zemědělská 1665/1  
City: Brno-sever-Černá Pole  
Post/Zip Code: 613 00

Email Address\*:  
[strategie@mendelu.cz](mailto:strategie@mendelu.cz)  
Telephone\*: [REDACTED]

PO Number:  
Number of HEIs for benchmarking  
Notes

Notes:  
25

Total Number of Users\*  
Contract Start & End Date\*<sup>1</sup>

8  
21/08/2021 to 20/08/2024

<sup>1</sup>Contract start and end date are aligned to our ranking releases which means that your contract will finish at the end of the following August after you have received your final dataset for WUR related products. For clarity, your access to the DataPoints portal will be at least 1 full calendar year (beginning from the date this contract is signed) for each of datasets you are eligible to, shown in the table below.

Net Total Price (in **GBP**)\* 57,000

Notes:

\* All prices are exclusive of tax where applicable. Prices may be increased upon renewal

**This subscription entitles you to the following tools and datasets:**

DATASET<sup>2</sup>

MODULE	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>THE DATA +</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>THE REPUTATION +</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>THE EXPLORE</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>THE SDG IMPACT DASHBOARD</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>CHOOSE AN ITEM.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>CHOOSE AN ITEM.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>CHOOSE AN ITEM.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<sup>2</sup>The results of the World University Rankings are released late in the year, usually around September, and so are referred to by the following calendar year (e.g. WUR 2021 is released in September 2020). For clarity, the year shown in the table follows the naming convention of the rankings. For example, if the box for 2020 is checked, it refers to the WUR dataset issued in September 2019.

**Payment\*** - By Invoice (in full) to be paid within 30 days from date of invoice

Invoice Immediately (within 10 days of agreement)

Invoice in **6 instalments** (30%/70%)

£19,000 **2021-2022** £19,000 **2022-2023** £19,000 **2023-2024**

Signed\*: \_\_\_\_\_

Date\*:

Name\*: **prof. Ing. Danuše Nerudová, Ph.D.**

Title/Position\*: Rector

Finance Contact Name\*

Finance Contact Email \*  
strategie@mendelu.cz

Confirmed by THE World Universities Insights Limited

Tax reference\*:

Signed: \_\_\_\_\_

Name: **Lachyn Italmazova**

Regional Director

Date:

THE DataPoints TERMS & CONDITIONS

## 1. INTERPRETATION

1.1 The following terms shall have the following meanings in this Agreement:

Agreement: the Order Form together with these terms and conditions;

Agreement Date: the subscription start date contained with the Order Form and stated on your invoice;

Charges: the total price payable by you, as specified on your Order Form (as may be varied pursuant to clause 3.3 in respect of the Renewal Period);

DataPoints Portal the THE DataPoints portal described in Appendix 1;

Information: all information supplied by us to you (whether raw or processed), whether under this Agreement or otherwise, and whether transmitted in hard copy, electronic, online, disk or other form of media;

Intellectual Property Rights or IP Rights: all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how and any other intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world;

Order Form: the attached order form and any documentation referred to therein;

Renewal Period: the meaning set out in clause 2.2;

Service: the Information, services and products selected by you on the Order Form;

Subscription Period: the period of time specified on your Order Form and which starts on the Agreement Date.

1.2 This Agreement is subject to the applicable provisions of our Terms and Conditions, found at <https://www.timeshighereducation.com/terms-and-conditions> and our Additional Terms: Times Higher Education Data Portal, found at [www.timeshighereducation.com/additional-terms-times-higher-education-data-portal](http://www.timeshighereducation.com/additional-terms-times-higher-education-data-portal) and your purchase order, all of which are incorporated by reference and form part of this Agreement as if set out in full herein. If there is any inconsistency between and of those terms and this Agreement, the terms of this Agreement and your purchase order shall prevail.

SR Version 16.0

## 2. COMMENCEMENT AND DURATION

2.1 This Agreement will come into force on the date you sign your Order Form, at which time you will be deemed to have accepted the terms of this Agreement. The Agreement shall continue thereafter in accordance with its terms.

2.2 We will provide the Service to you for the initial Subscription Period, unless terminated earlier. Following expiry of the Subscription Period the Agreement shall automatically continue thereafter for a further renewal licence period of the same length as the Subscription Period (the "Renewal Period") save where either party has given the other notice to terminate the Agreement not less than thirty days prior to expiry of the Subscription Period. Either party shall be entitled to terminate the Agreement during the Renewal Period, such termination only to take effect on an anniversary of the Agreement Date and only where at least 60 days' prior written notice has been given.

## 3. PAYMENT

3.1 All prices quoted are exclusive of VAT, or any other applicable equivalent sales or similar tax in any jurisdiction, which is payable in addition (where applicable) at the current rate then in force on the invoice date.

3.2 In respect of Charges payable for the Subscription Period, we will invoice you in advance, either annually or as a one-off payment (in each case as stipulated in the Order Form). In respect of the Charges payable for the Renewal Period, we shall invoice you annually in advance.

3.3 We shall be entitled to increase the Charges payable during the Renewal Period, such increase only to take effect on commencement of the Renewal Period or any subsequent anniversary of the Agreement Date and only where at least 120 days' prior written notice has been given.

3.4 All invoiced sums are payable within 30 days of the date of the invoice, except where otherwise stated on your Order Form. In the event that you fail to pay any invoice within 30 days of the due date, interest will accrue on all amounts due to us on a compound daily basis from the due date of the invoice up to the date of actual payment, both before and after any judgement. We will charge you interest on late payments at a rate of 3% above the base rate of Barclays Bank plc (or its successor) from time to time or such lesser amount required by law. If you fail to pay the full amount of the invoice after we send you our first payment reminder then we may, in our absolute discretion, suspend the supply of the Service or further Information until we are in receipt of cleared funds in respect of all amounts owing to us by you. In circumstances where we suspend the Service we will not extend the Subscription Period (or Renewal Period, as applicable) to account for the period of suspension. You will remain liable for the full amount of the invoice.

3.5 Where we agree to accept payment by a Direct Debit, an initial payment must be received within one month of the Agreement Date, and failure to do so will result in the total invoice being payable in full. Where payments are cancelled as per the Direct Debit guarantee scheme, the invoice remains payable in full and any balance due will be payable immediately. Payment by instalment plan does not infer a monthly subscription.

3.6 Where we agree to provide data free of charge to your existing contracted package, this will be subject to you renewing your contract at the end of your existing term. If you do not renew, you will pay retrospectively for the full value for the data provided free under this agreement.

## 4. THE SERVICE

4.1 In return for your payment of the Charges we will supply the Service. We will use reasonable skill and care in the provision of the Services and will endeavour to begin supply of Information no later than fourteen days after the Agreement Date (but this may not be possible if information provided by third parties (including you) that we require in order to do so does not arrive in a timely fashion). We will endeavour to notify you where there is likely to be a delay in the supply of the Information. We reserve the right to change the format, frequency, presentation and content of the Service or the Information without reference to you.

4.2 By supplying you with the Service we are granting you a non-transferable, non-exclusive licence to use the Information on the terms of this Agreement. This Agreement allows you restricted use of the Information by the number of users specified on the Order Form. This Agreement is personal to you. You may not assign, sub-license, sub-contract, transfer or otherwise dispose of any of your rights or obligations under this Agreement without our prior written consent.

4.3 In the event that you are either acquired by or acquire a third party which itself possesses a licence to access the Service, upon (i) expiry of the Subscription Period; (ii) any anniversary of the Agreement Date during the Renewal Period; or (iii) the expiry of the third party's licence (whichever occurs soonest), we may agree to replace or amend this Agreement so as to effect the consequent merging of the two entities' Services and reflect the increased user base and the accompanying increase in the Charges.

## 5. YOUR OBLIGATIONS

5.1 You confirm and agree (as appropriate) that:

5.1.1 (1) the Information and all IP Rights in or relating to the Information and the Service are and shall remain our property during the Subscription Period (or Renewal Period (as applicable)) and afterwards and that (2) all rights in the Information belong to us or our licensors as appropriate and are protected by copyright and other laws and (3) you may be held legally responsible for any IP Rights infringement which is caused by your failure to abide by the terms of this Agreement; and

5.1.2 you will at all times: (1) ensure that your employees are made aware of and comply with the terms of this Agreement and you will only disclose or permit the disclosure of the Information to your employees in accordance with this Agreement, (2) use the Information solely for your own internal requirements and only in the course of your business, (3) keep exclusive possession of and control over the Information, (4) keep the Information confidential and not disclose it or in any way make it available in whole or in part to any third party (5) effect and maintain adequate security measures to safeguard the Information from access or use by any third party, (6) notify us immediately if you become aware of any unauthorised disclosure, use or copying of the Information, (7) maintain and provide to us upon request a complete and accurate record of your use of the Information, (8) comply with all reasonable requests that we make to you to establish and maintain a compliance system to monitor your use of the Information; and

5.1.3 the Information does not constitute any form of advice, recommendation or arrangement by us and shall not be relied upon by you in making (or refraining from making) any specific investment or other business or personal decisions – we recommend that professional advice should be obtained before making any such decision; and

5.1.4 you must not, nor knowingly permit anyone else to, (1) copy the Information or alter, obscure, remove, interfere with or add to any of the trade marks, trade names, markings or notices affixed to or contained in the Service or the Information at the time we deliver it to you, (2) use (whether directly or indirectly), any of our trade marks or logos without our prior written consent, (3) create a competing product or service from any of the Information that we supply to you; and

5.1.5 in the event that you breach your obligations under this Agreement then (without prejudice to any other rights or remedies which may be available to us) (1) we can, in our absolute discretion, suspend the Service or provision of further Information and (2) you will fully compensate us for any loss or damage whatsoever (including costs, penalties, interest and any necessary payments made in order to settle or compromise any claim) which we suffer or incur directly or indirectly as a result or in respect of your breach. For the avoidance of doubt, we retain the right to exclude you from any future rankings, whether provided as part of the Service or otherwise, in the event of your breach of this Agreement, in addition to the other remedies that may be available to us in such an eventuality.

## 6. LIMITATION OF OUR LIABILITY

6.1 We are not liable for the supply of Information which is incorrect or illegible, or for late or non-arrival of the Information, but we will replace illegible Information free of charge within seven days of a request from you to do so. We are not liable for any delay or non-performance of our obligations under this Agreement arising from any cause beyond our reasonable control.

6.2 You acknowledge that because of the number of sources from which we obtain Information and (where applicable) the nature of electronic distribution via the World Wide Web:

6.2.1 we do not give any warranties in respect of the Service or Information, except we hereby warrant that we are the owner of such IP Rights as may subsist in the Information, to the extent that it comprises a database, as such term is defined in the Copyright, Designs and Patents Act 1988;

6.2.2 the Information and Service are provided on an "as is" basis without guarantee of accuracy or completeness;

6.2.3 we do not give any warranty that the Service will be error free or uninterrupted;

6.2.4 we do not guarantee the availability or timeliness of the Service or Information; and

6.2.5 save to the extent set out in this Agreement, all implied warranties or conditions of satisfactory quality, merchantability and fitness for a particular purpose are excluded to the fullest extent permitted by law.

6.3 Nothing in this Agreement shall limit our liability for fraud or for death or personal injury resulting from our negligence.

6.4 Subject to clause 6.5, our aggregate liability in respect of any loss or damage suffered by you during any year (where a "year" commences on the Agreement Date and any anniversary thereof) and arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the Charges paid by you over any three month period during such year.

6.5 Subject to clause 6.3, we shall not be liable in contract, tort (including negligence), breach of statutory duty or otherwise for:

6.5.1 any loss arising from or in connection with loss of revenues, profits, data, contracts or business or failure to realise anticipated savings;

6.5.2 any loss of goodwill or reputation;

6.5.3 any indirect or consequential losses;

6.5.4 any loss arising from failure by you to use the Services or the Information in accordance with this Agreement; or

6.5.5 any loss arising as a result of any third party bringing a claim in respect of any of the above types of loss.

6.6 For the avoidance of doubt, our provision to you of the Service is not intended to and does not guarantee that your place in any relevant rankings will be improved, and we are not responsible for any change in ranking that you may experience during or after the Subscription Period.

## 7. TERMINATION

7.1 Either party may terminate this Agreement immediately if: (1) the other party commits a material breach or persistent breach of its obligations under this Agreement which is incapable of being remedied by it, or (2) the other party fails to remedy any material breach which is capable of being remedied (including, for the avoidance of doubt, non-payment of any Charges) within 14 days of receiving written notice from the non-breaching party requiring it to remedy such breach, or (3) the other party ceases or threatens to cease to carry on business, is unable to meet its debts as they fall due, has an order made or a resolution passed for its winding-up, has an administrator, receiver or manager appointed, makes any arrangement or composition with its creditors, or makes an application for the protection of its creditors in any way.

7.2 You may terminate this Agreement at any time, on giving 30 days prior written notice to us, in the event that the DataPoints Portal is unavailable for a period of 14 consecutive days (save where the period of unavailability, or any part thereof, is caused by a Force Majeure Event).

7.3 In the event that you terminate this Agreement in accordance with clause 7.1 or 7.2, you shall be entitled to a refund of the Charges that you have paid in advance (calculated on a pro-rata basis) in respect of the remainder of the Subscription Period or Renewal Period (as applicable).

7.4 Without prejudice to clause 2.2, you may terminate this Agreement for convenience at any time during the Subscription Period or any Renewal Period on giving 30 days prior written notice to us. In the event that you terminate the Agreement in accordance with this clause 7.4, you shall remain liable for all outstanding Charges payable by you in respect of the Subscription Period or Renewal Period (as applicable). You shall not be entitled to a refund of any Charges which have been paid in advance in respect of the Subscription Period or Renewal Period (as applicable).

7.5 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after the termination or expiry of this Agreement shall remain in full force and effect after such termination or expiry.

7.6 Termination of this Agreement for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

## 8. COMPLIANCE WITH LAWS AND POLICIES

8.1 Each party warrants to the other that it shall:

8.1.1 comply with all applicable laws, statutes and regulations relating to data protection, anti-bribery and anti-corruption (including but not limited to the Bribery Act 2010); and

8.1.2 comply with THE World Universities Insights Limited anti-bribery and anti-corruption policies (in your case, as are notified to you from time to time).

8.2 You warrant that you shall promptly report to us any request or demand for any undue financial or other advantage of any kind received by or on behalf of you in connection with the performance of this Agreement.

8.3 Breach of this clause 8 shall be deemed a material breach of this Agreement.

## 9. CONFIDENTIALITY

9.1 We acknowledge that any Confidential Information (as defined below) which we obtain from you under this Agreement is proprietary to you or your licensors and we agree that we shall not, without your express written consent, use or disclose to any other person any such Confidential Information, except as specifically authorised under this Agreement (including to provide the Service) or as required by law.

9.2 On termination of this Agreement we will, on request by you, promptly (i) return all Confidential Information that we have received from you under this Agreement or (ii) destroy such Confidential Information and confirm in writing that such Confidential Information has been destroyed.

9.3 For the purposes of this Agreement, "Confidential Information" means any and all data, information, documents or materials relating to you that is marked as confidential or ought reasonably to be considered confidential excluding any of the foregoing (i) which already has entered or in the future enters the public domain through no breach by us of this Agreement (ii) which we can demonstrate was in our possession before being disclosed by you pursuant to this Agreement and which was not acquired by us on a confidential basis or (iii) which was disclosed to us by a third party (having the legal right to do so) without restriction as to confidentiality.

## 10. GENERAL

10.1 This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales and the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with this Agreement.

10.2 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by any act, event, non-happening, omission or accident beyond our reasonable control ("Force Majeure Event"), including (without limitation) the following:

10.2.1 strikes, lock-outs or other industrial action;

10.2.2 civil commotion, riot, invasion, cyber-attack, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

10.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

10.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

10.2.5 interruption or failure of utility service (including the inability to use public or private telecommunications networks);

10.2.6 non-performance of suppliers or sub-contractors; and/or

10.2.7 the acts, decrees, legislation, regulations or restrictions of any government.

We undertake to use our reasonable endeavours to bring any Force Majeure Event to a close or to find a solution by which our obligations under this Agreement may be performed despite the Force Majeure Event.

10.3 This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes any previous agreement in relation to such subject matter. Each of the parties agrees that in entering into this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in this Agreement. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing. Nothing in this clause shall limit or exclude any liability for fraud.

10.4 Notices served under this Agreement shall be valid only if made in writing and sent to the receiving party's address notified on the Order Form or as subsequently amended by agreement in writing.

10.5 No amendment to this Agreement shall be valid and binding unless it is in writing and signed by both parties to it.

10.6 If any provision of this Agreement is found to be invalid the invalidity of that provision shall not affect the validity of the remaining provisions of it, which shall remain valid and enforceable.

10.7 No person who is not a party to this Agreement shall have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 and the rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement shall not be subject to the consent of any third party.