

CONTRACT ON DELIVERING AND RECEIVING TRAINING SERVICES

Contract Parties

This is a service delivery contract between

Tiimiakatemia Global with an official and registered company name of Partus Ltd that has a Finnish company ID of 1569781-6 and a registered address of Kauppakatu 39, 40100 Jyväskylä, Finland, hereinafter referred as "Supplier";

and

Silesian University in Opava with a legal form of public university that has a Czech company ID of 47813059 and a registered address of Na Rybníčku 626/1, 746 01 Opava, Czech Republic, hereafter referred as "Client";

that are hereinafter collectively referred to as "Parties".

The Supplier delivers training services in a form of training program (that is hereafter referred as "Program") to the Client as described below.

Program name

Tiimiakatemia® Team Mastery

Participants

Three (3) persons who selected, invited and managed by the Client to the Program.

The Supplier retains all rights to invite third parties to participate to the Program according to any agreements it has made with these third parties.

Organizational Development Goal of the Program

The Program gives the participants the needed competencies, knowledge and ideas on team coaching and topics closely related to it (e.g. socioconstructivism, learning by doing and action learning). This educational methodology is described briefly in Annex 1. This acquired knowledge allows the participants to work as educators in the Client's newly emerging Bachelor's degree program called Innovative Business.

Program Learning Goals

On completing the Program, a participant will be able to prove and use the following skills (competences) as a part of his or her teaching:

- knowledge of team coaching, coaching methods and professional vocabulary of coaching,
- to create a respectful and confidential environment between the coach and students,

- to listen to and support student team expression, focusing on their program,
- to distinguish the thematic content and objectives of student problems, i.e. the art of distinguishing what a problem is and how it is presented by students, and together with the help of students to identify the current situation,
- to provide clear and prompt feedback that allows students to be aware of the discrepancy between their thoughts, emotions and actions;
- to clearly request actions which will guide students to achieve their goals,
- not to inflict your own advice, solutions, values, etc. on students,
- to provide adequate tasks to students in such a way as to challenge them and to move them to reach their goals,
- to assist students in developing an appropriate and feasible action plan with target deadlines,
- to motivate students to try and cross their own limits,
- to hold students accountable for assigned tasks and actions.

Structure and Schedule

The Program will be delivered in four (4) parts (#) with the following module-specific main topics, durations and tentative delivery time:

#1 FUNDAMENTALS OF TEAM COACHING

Time: MON 21.6.2021 - THU 24.6.2021

Location: Finland, Jyväskylä

Topics:

- Orientation: Learning in Team Mastery
- Overview on Tiimiakatemia® and its methodology
- Setting goals for the program and professional development (Learning Contract)
- The fundamental practices of Tiimiakatemia® Method
- Coaching in team learning sessions and dialogue
- Using projects in team coaching
- Theoretical knowledge as a stimulant in team learning
- The roles and tasks of a team coach
- Orientation to benchlearning (that will be done in the next modules in form of visits)

#2 ADVANCED TEAM COACHING

Time: MON 13.9.2021 - THU 16.9.2021

Location: Finland, Jyväskylä & Tampere

Topics:

- Physical learning environment design for Tiimiakatemia® Method
- Coaching team's leaders
- Integrating competency framework to a team learning program
- Learning communities, their forums and leadership
- Team coach as a community leader and social platform builder

#3 TEAM COACH AS CHANGE MAKER AND DEVELOPER

Time: MON 7.2.2022 - THU 10.2.2022

Location: Spain, Bilbao

Topics:

- Team coach as change maker and developer
- Creating learning community's Guiding Thoughts: mission, vision, values and operating principles
- Crafting a strategy for a learning community
- Evaluation of learning (in educational context that is similar to Tiimiakatemia®)

#4 CREATING TEAM COACH'S CHARACTER

Time: MON 9.5.2022 - THU 12.5.2022

Location: Czech Republic, Prague & Opava

Topics:

- Special topics as needed by the participants
- Creating team coach's character (presenting one's competency as a team coach) and Tiimiakatemia® Team Coach certification
- Planning the future

The Parties may change the above-indicated schedule, structure and location by jointly agreeing on different delivery times and structure. The Parties will agree upon each module's or day's delivery date latest of two (2) weeks before the delivery of the module or day in question.

All training modules or days will be delivered latest of end of July 2022.

Each training day has the duration of eight to ten (8-10) hours on unless the Parties otherwise agree on a different duration on case-by-case basis.

Some days of training may include visits to educational institutions that deploy team coaching approach as determined by the Supplier's trainer. In addition, the training days of Program modules may include additional, voluntary, informal evening activities (e.g. dinners with all of the program participants) as determined by the Supplier's trainer.

Delivery Methods

The Program is delivered as close delivery.

The Parties may use distance delivery by jointly agreeing on using it.

Changes to Delivery Methods, Delivery Times and Modules' Daily Structures Because of Force Majeure

Should a Force Majeure (e.g. travel or meeting restrictions mandated by authorities) prevent the Supplier in delivering a module using close delivery method, the Supplier may choose to:

- A. Deliver it using distance delivery method and breaking the module's multi-day structure to one-day structure similar to other modules delivered with distance method; or
- B. Postpone the delivery of the module until the above-mentioned Force Majeure is no longer in effect.

Before making any changes to the delivery of a module in the case of Force Majeure, the Supplier has the duty to inform the Client on any changes and discuss on their alternative delivery methods and times for the benefit of both Parties.

Other Activities

The Program includes study assignments that are done by the participants between the modules.

Between the modules the participants and the program trainers use Internet-based Howspace collaboration platform to share materials, ideas, notes, knowledge and above-mentioned study assignment reports.

Materials

After each program module the participants will receive relevant training materials via Howspace platform in digital form.

Language

All training as well as all materials and communications linked or associated to it will be done in English.

Program Trainers (Team Coaches)

Head trainer (head team coach): [REDACTED]
Tiimiakatemia Global

Trainer (team coach): [REDACTED], Tiimiakatemia Global

The Supplier has the right to change the trainers if they are prevented from working as trainers of the Program because of Force Majeure or similar reasons or if the Parties jointly decide to use other Supplier's trainers.

Competency Verification, Program Diploma, Team Competency Certification and Certificates of Attendance

The Supplier will verify the competency of the participants at the end of the Program using both participants' oral competency demonstrations and written reports from assignments as basis for verification. Verification is done during the last Program module (#4) (or otherwise its last day) and its results are announced to each participant at the module's last day.

Those program participants who pass the above-mentioned verification will receive a Tiimiakatemia Team Mastery® Program Diploma.

Those program participants who complete the Program and meet other required certification criteria can apply Tiimiakatemia® Team Coach Certificate. For more information on the certification, see:
<https://tiimiakatemia.com/en/product/tiimiakatemia-team-coach-certificate/>.

The Supplier will certify the program participants to Tiimiakatemia® Team Coach Certificate if they meet the certification criteria and pass all of the The Provider's tests for validating their competency at the latest of July 2022. The certification test for each applicant will be done on the Program's last module as part of the above-mentioned competency verification.

The Supplier will, on request, provide the Client Certificates of Attendance for each participant per each attended Program module.

Fee

The Client will pay The Supplier a sum of 749 000,00 CZK for the delivery of the service in Euro (€) as determined below under the heading of "Invoicing".

The price includes all costs necessary and eligible for the implementation of the subject matter of this agreement. VAT in the statutory amount shall be added to prices excluding VAT.

The service does not include the participants' travel, accommodation, dining costs, non-formal evening program or other similar expenses. The Client will directly pay them to third-party service providers.

Invoicing

The Supplier will invoice the Client for the delivery of the Service in four (4) parts as follows in Euro (€) as follows:

#	Amount of the total fee	Invoice issue time
1	25,00 %	Within 15 days of delivery of module #4
2	25,00 %	Within 15 days of delivery of module #5
3	25,00 %	Within 15 days of delivery of module #6
4	25,00 %	Within 15 days of delivery of module #7
TOTAL	100,00 %	

Each invoice will have 30 calendar days' maturity time with late payment rate as determined by Finnish Interest Rates Act (340/2002) that is applicable to commercial contracts.

Each invoice will include all the formalities of a tax document as well as the educational activity designation, date when held and a reference to the concluded contract. In the event that the invoice does not contain the prescribed formalities, the Client is entitled to return it for correction and completion of details where in such a case its original maturity date is no longer valid. The maturity period shall start running again from the new corrected invoice issue date and date of service on the Client.

The taxation date is the date on which the Client has received the training service as a module and has received training materials and other materials relevant to it.

Reference Rights

The Supplier has the right to use the delivery of these services as its reference in its communications even after this contract ceases to be valid or in effect.

Trademarks and Copyrights

The Client recognizes that the Supplier is the inventor of Tiimiakatemia® concept and the Team Mastery® program. The

Client recognizes that the Supplier is the owner and/or a licenced distributor of Tiimiakatemia®, Team Academy® and Team Mastery® trademarks.

The Client recognizes that this contract does not give it the use rights on any Supplier's trademark or trademarks.

The copyrights of any and all distributed training materials during Program remain as the Supplier's intellectual property.

Validity

This contract comes in to force on the date of its signature by the authorised representatives of both Parties.

This contract is valid and in effect until The Provider has delivered all the services agreed upon in this contract.

The Client is entitled to withdraw from this contract in the event of a serious breach to the contract by the Supplier where the Supplier fails to remedy the breach despite a written request from the client. It is considered to be a serious breach to the contract if the supplier repeatedly fails to provide any part of the educational activity within the professional training in a proper manner. The cancellation of the contract occurs as soon as a written expression of the will to withdraw from this contract has been served on the Supplier. The Client is also entitled to withdraw from the contract in the cases stipulated in Section 2001 an. of Act No. 89/2012 Coll., the Civil Code, as amended.

Other Clauses and Provisions

Pursuant to Section 2e of Act No. 320/2001 Coll., on the Financial Inspection in Public Administration, as amended, the Supplier is the person responsible for cooperation in the exercise of financial inspection. The Supplier is obliged to keep documents related to the implementation of the contract and to allow persons authorised to carry out the inspection to inspect the documents related to the implementation of the contract, for the archiving period laid down by the legislation of the Czech Republic (Act No. 563/1991 Coll., on Accounting and Act No. 235/2004 Coll., on Value Added Tax).

The Parties to the Contract agree that the contractual relationship established by this Contract, including any possible disputes, shall be governed by the Czech law, in particular by Act No. 89/2012 Coll., the Civil Code, as amended. The Parties to the Contract expressly exclude any application of the United Nations Vienna Convention on Contracts for the International Sale of Goods. Furthermore, the Parties to the Contract agree on the

exclusive competence and jurisdiction of the Czech courts in the event of any disputes.

Signatures

Parties declare that they have read the contract prior to signing and agree with its contents without reservation. The contract represents their true, real, free and serious will. To verify authenticity and veracity of these statements, authorized representatives of the Parties have attached their signatures to this contract.

We, the representatives of our organizations, confirm this contract to be valid and in effect with our signatures.

Tiimiakatemia Global (Partus Ltd)

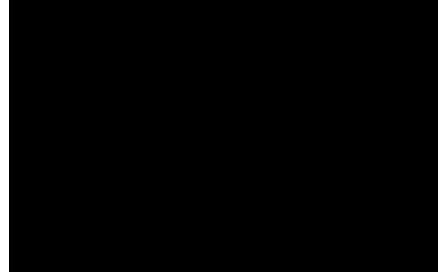
Silesian University in Opava

TO BE SIGNED DIGITALLY

TO BE SIGNED DIGITALLY

Date and location

Date and location



Annexes

ANNEX 1. Tiimiakatemia® Method Briefly

ANNEX 2. The Cover Sheet Used in Bidding this Contract

ANNEX 3. The Bidder's Affidavit on Compliance With Basic Competence Used in Bidding this Contract

ANNEX 1. TIIMIAKATEMIA® METHOD BRIEFLY

Tiimiakatemia® Method is an education and development method that aims to create teampreneurs. They are entrepreneurs who are knowledge workers. They have the competencies and attitudes to work in teams of other knowledge workers. The Method provides robust, tested and flexible way of getting people to train their knowledge workers' competencies.

The Method has been used for over 25 years both in management and entrepreneurship education. It has users in over 20 countries. They come from all walks of life: teachers, trainers, students, managers, hub leaders and entrepreneurs. And all of them are team coaching professionals.

A Practical Cocktail

Tiimiakatemia® Method is a multifaceted cocktail. It combines entrepreneurship, business, teamwork, pedagogical approaches and humanistic thinking together. These fields have been refined to fit both education and business environments where teamwork and shared results are critical requirements.

At the heart of the Method is socioconstructivism. In this approach the learner constructs his or her own thoughts, ideas and attitudes with others. Because an individual cannot learn entrepreneurship in a vacuum or within the constraints of a conventional classroom, the Method emphasises learning by doing. By doing real-life projects and assignments the individual can gain valuable experiences. These experiences are shared with others in team learning settings.

Tiimiakatemia® Method has been modelled and described in many ways. The inventor and main developer of the Method, Opetusneuvos (Counselor of Education) Johannes Partanen, has described it by writing articles and books about the Method's central tools and processes. Also, other professionals who use Tiimiakatemia® Method have written their own books about it.

Unique Practices and Tools

Although Tiimiakatemia® Method is unique, it has taken influences from management and innovation books. The influences have been developed into practices and tools that have been tested both with university students and professionals from working life. Thus, the Method is not a copy of something, but a unique concept where different parts form a whole.

The main framework of the Method composes of three processes: team learning, learning by doing and theory program. In addition, several learning tools are used to support these processes. These learning tools include such tools as "learning contract", "learning diary", "learning cells" and "competency model". In different environments these tools are supplemented with the environment's own tools.

The inventor of Tiimiakatemia® Method Mr. Partanen has been given the title of Opetusneuvos (Counselor of Education) by the President of Finland Mrs. Tarja Halonen for his life-work as a promoter of entrepreneurship and inventor of Tiimiakatemia.
World-Class Results in Creating Entrepreneurship

There are 10.000 users of Tiimiakatemia® Method in the world who use the Methods in their own contexts and in their own ways.

By deploying Tiimiakatemia® Method, universities have been able to increase their rate of their students on becoming entrepreneurs right after graduation by ten-fold. Secondary level vocational school have used the Method to create entrepreneurial culture to areas of craft where entrepreneurship is the only choice of getting employed after graduation. In primary schools the teachers have been able to increase communal learning in schools and fulfil the nation-wide requirements of new Finnish curriculums.

Numerous learners have discovered the joy of learning and become entrepreneurs by using the method. Those learners who are in working life have developed their managerial skills and have been able to build and lead teams in success.

ANNEX 2. THE COVER SHEET USED IN BIDDING THIS CONTRACT



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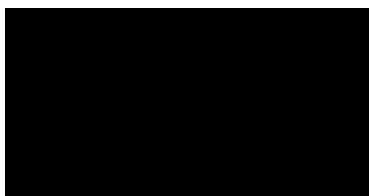
Cover sheet of the bid

Name of the public contract	Expert support for education of team coaches
Contracting authority	Slezská univerzita v Opavě (Silesian University in Opava), Na Rybníčku 626/1, 746 01
ID No.:	47813059
Tax reg. no.	CZ47813059
Type of proceedings	Small-scale public contract

Identification details of the supplier	
Trading company	Partus Oy
ID No.:	1569781-6 (EU ID:: FI15697816)
Tax reg. no.	1569781-6 (EU ID:: FI15697816)
Registered office:	Kauppakatu 39, 40100 Jyväskylä, FINLAND
Contact	

Price without VAT	VAT	Price incl. VAT
749 000,00 CZK	179 760,00 CZK	928 760,00 CZK

For the supplier on 22.4.2021



The filled in cover sheet must form a part of the bid

ANNEX 3. THE BIDDER'S AFFIDAVIT ON COMPLIANCE WITH BASIC COMPETENCE USED IN BIDDING THIS CONTRACT



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Annex No. 2 — The bidder's affidavit on compliance with basic competence

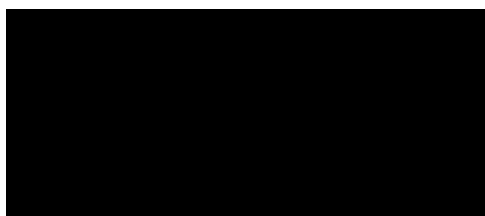
BIDDER'S AFFIDAVIT ON COMPLIANCE WITH BASIC COMPETENCE	
1. Public contract	
The small-scale public contract in accordance with the provisions of Section 27 and Section 31 of Act No. 134/2016 Coll., on Public Procurement, as amended ('the PPA'), and the Rector's Directive No. 15/2016, on Public Procurement at the Silesian University in Opava, titled:	
Expert support for education of team coaches	
2. Basic identification details	
2.1. Contracting Authority	
Name:	Slezská univerzita v Opavě (Silesian University in Opava)
Registered office:	Na Rybníčku 626/1, 746 01 Opava, Czech Republic
ID/ Tax Reg.No.:	47813059 / CZ47813059
2.2 Supplier (Bidder)	
Name:	Partus Oy
Registered office:	Kauppakatu 39, 40100 Jyväskylä, FINLAND
ID/ Tax Reg.No.:	1569781-6 (EU ID:: FI15697816)
Person(s) entitled to act in the name of or on behalf of the supplier (degree, first name, surname, function):	
3. Affidavit wording	
I solemnly declare that the above specified bidder meets the basic competence in sense of the contracting authority's requirements under the Small-Scale Public Contract Invitation to Tender as follows:	
a) they have not been lawfully convicted in the country of their registered office in 5 years preceding the opening of the procurement procedure for an offence listed in Annex 3 of law or for a similar offence under the law of the bidder's country of residence; spent convictions shall not be taken into account;	
b) they do not have any tax arrears due in the Czech Republic or in the country of their registered office;	
c) they do not have any arrears due on premiums or on penalties for public health insurance in the Czech Republic or in the country of their registered office;	
d) they do not have any arrears due in the Czech Republic or in the country of its registered office on insurance premiums or social security penalties and/or state employment policy contributions;	
e) they are not in liquidation, no bankruptcy decision has been issued against them, no compulsory administration has been ordered against them under another law, nor are they in a similar situation under the law of the country of the bidder's registered office.	



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Where the bidder is a legal person, the condition referred to under letter a) must be met by that legal entity as well as by each member of the statutory body. Where a legal person is a member of the statutory body of the bidder, the condition referred to in letter a) shall be met by:

- a) that legal entity,
- b) each member of the statutory body of that legal entity
and a person representing that legal entity in the statutory body of the bidder.



Stamp and signature of person(s) authorized
to act in the name of or on behalf of the bidder