

# **Memorandum of Cooperation**

**during the implementation of the project: IT Fitness Test 2023 V4 & Ukraine - improving digital skills without borders**

**between**

**1. Slovak National Coalition for Digital Skills and Jobs**

Address: Nivy Tower, Mlynské nivy 5, Bratislava 82109

Identification number: 52 828 123

Represented by: Ing. Mário Lelovský - chairman of the board

Legal form: Interest Associations of Legal Persons

Role: Coordinator

(hereinafter referred to as "Digital Coalition")

**2. Association for Applied Research in IT**

Address: Branická 26/43, Braník, 147 00 Praha 4

Identification number: 10684271

Represented by: Mgr. Jaromír Hanzal

Legal form: society

Role: Partner - Czech Republic

(hereinafter referred to as "Partner")

(hereinafter jointly referred to as "Signatories" and in singular the "Signatory")

## **Preamble**

1. Digital Coalition is an interest association of legal entities founded by the Ministry of Finance of the Slovak Republic and the IT Association of Slovakia. Its main activity is strengthening digital skills among all groups of the population, solving the shortage of IT specialists in all sectors of the economy and promoting digital skills and the IT industry skills.
2. The IT Fitness Test is the largest and most comprehensive test of ICT skills in Slovakia, organized since 2012 and extended to the Visegrad Group countries since 2022. The main goal of the project is to measure digital literacy and provide a true picture of the level of IT skills of the test respondents. Testing is aimed mainly at primary and secondary school students in order to assess their readiness for further study or employment.
3. Digital Coalition is the sole owner of the "IT Fitness Test" trade mark and the only organization that implements the project and its related activities together with the right to non-exclusively use and spread this mark in the country in which it implements the activities in accordance with this memorandum.
4. Partner is Association for Applied Research in IT (AAVIT). AAVIT is a Czech-based cluster of leaders in IT & Digital Services aspiring to level the start-up landscape for the IT sector and strengthen its position as an equal partner alongside the manufacturing industry.
5. The main purpose of concluding this memorandum is the establishment of a legal framework for the partnership between the parties to the memorandum, and the resulting cooperation of the parties to the memorandum.

## **Article I**

### **Scope and Purpose of this Memorandum**

1. Signatories to the memorandum express their free interest in good faith to create a basis for partnership and the will to implement joint activities in the field of developing digital skills and competences.
2. The Signatories to the memorandum hereby express their mutual interest in cooperating within the project implemented by the Digital Coalition - IT Fitness Test 2023 V4 & Ukraine - improving digital skills without borders (hereinafter referred to as the "project").
3. The parties to the memorandum hereby undertake to implement activities leading to the successful implementation of project activities within the Czech Republic.

## **Article II**

### **Project**

1. For the purposes of this memorandum, the project is understood as a summary of activities leading to the successful implementation of the ICT skills test in Slovakia and in partner countries, which includes the preparation of the test content, technical assurance of the implementation of the testing, related marketing activities leading to brand building and raising awareness of the importance and added the value of the project and the implementation of other activities following the statistical evaluation of the results.
2. Content preparation includes the creation of test items, their translation and adaptation to local conditions in a defined number of alternatives in order to verify the skills and competences of the test respondents in defined thematic areas:
  - a. The Internet
  - b. Security and computer systems
  - c. Complex tasks
  - d. Office tools
  - e. Social networks and collaborative tools.
3. The technical implementation of the test includes the preparation and operation of the web environment and interface for carrying out the test and its evaluation.
4. Marketing activities include activities leading to raising awareness of the project's brand, its importance, and achieving quality goals in terms of the number of completed tests. It includes the use of various marketing tools, such as press releases, press conferences, events, a campaign on social networks, a campaign in the media and other activities.
5. The project also includes the collection and processing of statistical data on the involved respondents, the success rate of tests and the creation of recommendations for increasing skills and competences in individual areas.

## **Article III**

### **Roles and Responsibilities of the Signatories**

1. The Signatories to the memorandum undertake to cooperate in the following areas:
  - a. project planning and budget preparation,
  - b. test content creation, localisation, translation and organisation of pilot testing,
  - c. web service, helpdesk and web support,
  - d. marketing and communication campaign,
  - e. evaluation of the test results,

- f. evaluation of the project.
- 2. In order to facilitate engagement of the Partner in the project, Digital Coalition provides the following support:
  - a. project coordination, including providing templates of materials, sharing know-how and lessons learned from previous editions of the project,
  - b. supervision of test items in Slovak and English language and providing them for translation and localisation to other partners,
  - c. provision of web services,
  - d. reimbursement of costs related to the implemented activities in accordance with the agreed budget,
  - e. project audit.
- 3. In order to contribute to the successful implementation of the project, the Partner implements the following activities:
  - a. providing access to localised content for an agreed fee,
  - b. organisation of pilot testing and updating of content for an agreed fee,
  - c. providing user support for an agreed fee,
  - d. preparation of inputs to the final report.
- 4. The Signatories to the memorandum agree that the costs associated with the implementation of the project activities will be reimbursed by the Digital Coalition in accordance with the approved budget. Any additional costs that have not been approved by the Digital Coalition or are not included in the approved budget, will not be reimbursed. The budget is a mandatory and binding attachment to this Memorandum.
- 5. The Signatories will agree on the timeline and mechanism of reimbursements, taking into consideration specifics related to the deduction of value-added tax payments or other specifics. All related agreements must be confirmed in writing by both Signatories of this memorandum.
- 6. The Signatories can execute their roles and responsibilities with help of expert partners, suppliers or subcontractors. In such a case, they guarantee the performance of third parties to the extent as if they have provided it themselves.

#### **Article IV**

##### **Communication and contact persons**

- 1. The Signatories to the memorandum have agreed that the written form, which is the preferred form of their mutual communication according to this memorandum, is fulfilled by sending an electronic message (e-mail) to the other Signatory of the memorandum to the e-mail address specified in the next paragraph of this article.
- 2. In order to simplify communication and implementation of Article 3 of this memorandum, the parties to the memorandum have designated contact persons for operational communication, who are:
  - a. for the Digital Coalition:  
[REDACTED]
  - b. for Partner:  
[REDACTED]
- 3. By delivering the message to the e-mail address assigned according to this article to the work classification of the contact person, this request is considered to have been delivered to the Signatory of the memorandum. In the event that only a specific natural person (including e-mail and telephone) in this job classification is changed with an unchanged job classification, such a change does not constitute a requirement to change this memorandum and it is therefore not necessary to draw up an amendment to this memorandum. It is not necessary to amend the memorandum in the form of an addendum also in case of a change of contact persons, if this change is notified in advance by the Signatory to the memorandum.

**Article V**  
**Validity of the Memorandum**

1. This memorandum is concluded for a definite period, until the end of the project on 31 January 2024.
2. Any of the Signatories to the memorandum is entitled to terminate this memorandum by written notice delivered to the address of the other Signatory to the memorandum stated in its header. Upon delivery of the notice to the other Signatory of the memorandum, a two-month notice period begins, which expires on the last day of the second month following the month in which the notice was delivered to the other Signatory of the memorandum.
3. In case of violation of the terms of cooperation according to Art. 3 or violation of any other obligation of this memorandum by any of the Signatories to the memorandum, this memorandum may be terminated by the other Signatory to the memorandum with immediate effect.

**Article VI**  
**Final Provisions**

1. This memorandum becomes valid and effective on the day of its signature by all Signatories.
2. The Signatories to the memorandum conclude this memorandum voluntarily, on the basis of their free will, aware of the obligations they are assuming and declare that they are ready to fulfill them properly and on time.
3. An inseparable annex to this memorandum is:
  - a. Annex no. 1: Project budget
4. Any changes to this memorandum must be made in the form of written and numbered amendments, which are signed by both Signatories to the memorandum before entering into force.
5. This memorandum is drawn up in two (2) identical copies with the validity of the original, while each of the parties to the memorandum receives one copy.

Digital Coalition:

Partner:

In \_\_\_\_\_ on \_\_\_\_\_

In \_\_\_\_\_ on \_\_\_\_\_

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Ing. Mário Lelovský  
chairman of the board

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Mgr. Jaromír Hanzal  
director

## Budget

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|--------------------------------------------------------------------|----------------|
| <b>IT Fitness Test 2023 V4 &amp; UA</b>                            |                |
| <b>C1. IT Fitness Test 2023 Covered Costs (-)</b>                  | <b>AAVIT</b>   |
| Test: Access to Content Localised to V4 and UA and Maintenance Fee | 3 200 €        |
| Test: Piloting, ongoing Content Check, Corrections and Updates Fee | 500 €          |
| Partners Helpdesk to End User Communications and Support           | 3 000 €        |
|                                                                    | <b>6 700 €</b> |