

## Agreement for Academic Programming

Between

### **Charles University, Faculty of Arts**

ID No.: 002 16 208, Tax ID No.: CZ00216208

registered office: Nám. Jana Palacha 2, 116 38 Prague 1, Czech Republic

represented by: doc. PhDr. Michal Pullmann, Ph.D., who is fully authorised to execute this Agreement in his position as Dean

person responsible for the agreement implementation: Head of International Relations Office, [REDACTED] tel.: [REDACTED] e-mail: [REDACTED]

and

### **Fordham University**

registered office: 441 East Fordham Road, Bronx, NY, USA

represented by: Stephen Freedman, PhD, Provost

office responsible for the agreement implementation: Office of the Provost

**Fordham University** (hereinafter "Partner") and Charles University, Faculty of Arts (hereinafter "CUFA") hereby agree to promote cooperation in the field of international education through the CUFA's EAST AND CENTRAL EUROPEAN STUDIES program (hereinafter "ECES program").

### **Part I.**

1. Partner is entitled to enroll its students in the East and Central European Studies (ECES) program at CUFA.
2. CUFA will provide courses taught in English through the ECES program to Partner's students enrolled in the ECES program during the fall, spring, or summer terms, according to the previous paragraph of this Agreement. CUFA will provide other services (if properly applied) in accordance with terms and conditions updated on ECES program website (<https://eces.ff.cuni.cz/>), if not agreed otherwise by both CUFA and Partner in writing.
3. When in doubt, the rights and obligation of the parties shall be decided in accordance with the wording of terms and conditions published on ECES program website in effect prior to the day of particular Student's registration, unless agreed by both parties otherwise in written.
4. CUFA shall provide Partner with a proper academic transcript upon each student's completion of the program.

## Part II.

1. Students of Partner shall have applied to the ECES program by October 15 for the Spring semester and April 15 for the Summer term and Fall semester.
2. The tuition and eventually housing fees (hereinafter "Fees") shall be calculated on per participant basis in accordance with the terms and conditions updated on the ECES program website (<https://eces.ff.cuni.cz/>) and shall be paid to CUFA by Partner. For every 10 students the Partner enrolls in the ECES program in a single term, the Partner will receive one full tuition waiver.
3. CUFA shall send Partner an invoice for the sum of all registered students' Fees no later than 30 days prior to the program start date. The invoice shall be due 15 days after its delivery. The payment shall be made to a bank account of CUFA inscribed on the invoice.
4. If any of Partner's students withdraw from the program after their registration, cancellation fee shall apply as follows: 50% if the student withdraws after course registration begins; 25% within one month prior to the start of the program; no refund shall be given after the official program start date. The cancellation fee shall be calculated for each student separately from her/his Fees after deduction of any applicable discount.

## Part III.

1. All students enrolled in ECES program shall be required to meet any visa requirements that pertain to studying in the Czech Republic. CUFA will assist in providing visa advising and any necessary visa documents to be provided by the host institution by Czech law (Proof of Acceptance). Should the student of the Partner be residing and program-provided housing, the Proof of Accommodation documents will also be provided.
2. All students enrolled in ECES program are responsible for securing their own financial means covering international transportation and any costs occurring during the ECES program, unless agreed by both parties otherwise in writing.
3. All students enrolled in ECES program are required to have a valid health insurance applicable to the territory of Czech Republic during ECES program duration.
4. Both parties will appoint an officer who will be responsible for the coordination of the enrollment and the related administrative tasks. For Partner, the **International & Study Abroad Programs Office** will serve as Enrollment Coordinator. For CUFA the International Relations Office will serve as Enrollment Coordinator.
5. Both parties are restricted to treat any personal data obtained, processed or used in any other way for the purposes of or in connection with this Agreement strictly in accordance with the applicable legislation, the General Data Protection Regulation of EU and its implementing legislation in particular.

#### **Part IV.**

1. This Agreement shall remain in place for five years. Either party may terminate its participation in this Agreement prior to the end of the term by providing the other party with six (6) months written notice of termination. Termination shall not affect any rights or obligations of a Party or students participating in the ECES program prior to the date of termination.

#### **Part V.**

1. The parties are aware of and agree with the publication of the Agreement by CUFA in accordance with Act no. 340/2015 Sb., concerning special conditions regarding the effect of some Contracts, their publication, and the Contract Register (Contract Register Act), as amended (hereinafter the Act on the Register of Contracts“), immediately after signing the Contract.
2. The parties state that the Agreement does not contain commercially confidential information or information whose publication would lead to unauthorized access to the rights and obligations of the parties, their representatives or their employees, and the parties agree with the publication of the Agreement in its entirety. Nonetheless, prior to the Agreement's publication CUFA is, if necessary, entitled to delete information which, according to the Act on the Register of Contracts, should not or need not be published. In the case that the publication of the Agreement would nevertheless lead to unauthorized access to the rights and obligations of the parties, their representatives or their employees, each party is responsible solely for the harm caused to itself, its own representatives, or employees.
3. The parties have agreed that this Agreement is entered into and takes effect on the day of its publication in the Contract Register in accordance with the Act on the Register of Contracts. The parties are explicitly aware of and agree that the fulfilment of the Contract can take place only after it has taken effect. CUFA undertakes to inform Partner of the Contract's registration by sending a copy of the confirmation issued by the Contract Register administrator to the e-mail address given in the header of this Agreement.

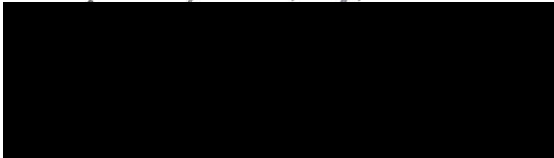
#### **Part VI.**

1. The parties have agreed that changes to the persons given in the header of the Agreement and authorized to carry out the Agreement do not require a written Amendment to the Agreement. A unilateral written announcement, sent to the second party on the address given in the header of the Co Agreement, is sufficient.
2. Articles of this Agreement may be revised upon mutual consultation of the both parties.
3. All modifications of this Agreement must be agreed upon in writing and signed by the representatives of the both parties.
4. This Agreement is governed by the substantive and procedural laws of the Czech Republic; both parties hereby expressly agree that the legal conditions of this Agreement is governed by Act no. 89/2012 Coll., Civil Code, as amended.
5. The parties of this Agreement submit to the exclusive jurisdiction of, and venue in,

the court in the Czech Republic in any dispute arising out of or relating to this Agreement.

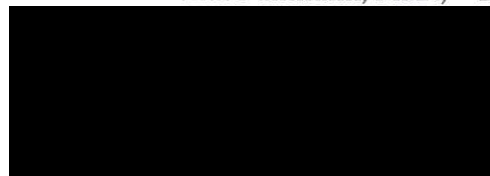
6. This Agreement shall be made in duplicate.

Signed on behalf of:  
Stephen Freedman, PhD, Provost



Fordham University

Signed on behalf of:  
doc. PhDr. Michal Pullmann, Ph.D., Dean



Charles University, Faculty of Arts

Date: *16 April 2018*

Date: 21-01-2019