

# MEMORANDUM OF AGREEMENT

between

## MASARYK UNIVERSITY

Brno, Czech Republic

and

## THE PENNSYLVANIA STATE UNIVERSITY

University Park, Pennsylvania, United States of America

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”), by and between Masaryk University (“MU”), and The Pennsylvania State University (“Penn State”) (each hereinafter each a “Party” and together the “Parties”).

WHEREAS, the Parties desire to establish an undergraduate direct enrollment program (the “Program”) for Penn State students to study for one semester or for one summer course at MU, as applicable; and

WHEREAS, Penn State is entering into that certain Memorandum of Agreement with CEE Czechmates (“Czechmates”) on or about the Effective Date hereof (the “Czechmates MOA”) pursuant to which Czechmates is providing logistics and certain other services to Penn State in connection with the Program established pursuant to this MOA.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree to the terms and conditions of this MOA as follows:

### I. SCOPE

A. Penn State students are afforded an opportunity through this Program to study at MU.

B. The duration of the period of study for each Penn State student participating in the Program (each such student, a “Participant”) will be for one semester or one summer. Participants may commence their studies at MU in Spring 2019.

### II. PARTICIPANT SELECTION

Penn State shall select qualified Participants, in compliance with the admission requirements and enrollment constraints of MU. Czechmates will, however, make final

judgments on the admissibility of Participants selected for the Program, as more fully set forth in the Czechmates MOA.

### III. PARTICIPANT STATUS

A. Participants will enroll at MU as non-degree students and must register for the equivalent of a full course load (if semester-long program) or a minimum of 6 ECTS (if summer program).

B. Participants will remain enrolled as regular degree candidates at Penn State for the duration of the Program.

C. The offices at Penn State and Czechmates responsible for administering the Program will consult each other prior to finalizing the selection of Participants each year to preclude the enrollment of Participants seeking admission to restricted courses.

D. Participants will be subject to MU'S academic regulations and performance standards.

E. Czechmates will provide academic advising to assist Participants in the selection of appropriate courses. Academic counseling specific to the Participant's degree requirements at Penn State remains the responsibility of Penn State.

F. Transfer of Credit. MU will send an academic record or transcript for each Participant in the Program to the Records Department of Penn State's Education Abroad Office as soon as the grades are available, but no later than six (6) weeks after the end of the academic semester.

### IV. HOUSING AND EXPENSES

A. MU will provide dormitory accommodation for Participants. MU will inform Participants of the final housing arrangements, which will accommodate Participant wishes as much as possible. MU shall be directly responsible for these housing expenses, but Penn State will pay MU the housing expenses as part of the Program costs.

B. Each Participant will be responsible for the payment of travel expenses; medical insurance; food; textbooks; clothing; personal expenses; costs for passports, visas, visa extensions, or residency permits; and all other debts and incidental expenses incurred during the course of or for the purpose of his/her study at MU. Neither Party will be held liable for such expenses.

C. If a Participant has any outstanding obligations at MU, Penn State may, at its option and to the extent permitted by each Party's policies, regulations, and applicable

laws, assist in attempting to resolve any disputes between MU and the applicable Participant.

D. If a Participant withdraws from the Program, MU's refund policy will apply for any payments made by Penn State to MU for each such Participant. The Parties shall provide each other with any applicable refund policies, and any withdrawal dates or deadlines for the upcoming semester/academic year reasonably in advance of the application deadline dates determined pursuant to the Czechmates MOA.

#### V. PARTICIPANT WELFARE AND SAFETY

A. MU has designated Czechmates to be responsible for gathering Program dates, costs, course catalogs, and any forms necessary for academic registration or accommodation, and will provide such information to Penn State's Education Abroad Office in a timely fashion, all as more fully set forth in the Czechmates MOA.

B. MU has designated Czechmates to coordinate student services for Participants in this Program. Czechmates will provide orientation to the Participants upon arrival. The orientation program may include the entirety of MU's exchange student population. The orientation will include information on academic, cultural, health, personal safety and security, and general welfare issues. The office will also advise Participants on other issues as they arise as required by the Czechmates MOA.

C. Each Participant is subject to all applicable policies, procedures, laws and regulations of MU and of the Czech Republic. Any breach thereof will be dealt with in accordance with the established policies and procedures of MU, in consultation with Penn State to the extent permitted by applicable law.

D. Participants will be automatically enrolled in Penn State's international medical and evacuation insurance plan for the duration of their participation in the Program.

#### VI. PARTICIPANT SERVICES

A. Each Participant will be granted the same access to all MU services and facilities as that which is given to any similarly-situated individuals, as permitted under applicable laws, statutes, policies, codes, or guidelines. This may include, but is not limited to, access to standard university accommodations, technology, libraries, recreation, and cultural activities. MU is not required to provide more access or privileges to Participants than it provides to other similarly-situated exchange students.

B. Each Party will assist Participants in obtaining visas and other documents required by the government of the host country; however, it is the ultimate responsibility of each Participant to secure any required visas or documents.

## VII. TUITION AND FEES

- A. Participants will pay tuition, required fees, accommodation expenses, and Program charges directly to Penn State. MU will not charge or directly bill Participants for any tuition, compulsory administrative fees, accommodation expenses, or Program fees.
- B. MU will send the invoices to Penn State for each Participant's tuition, compulsory administrative fees, accommodation expenses, and Program Fees. MU's invoices will be sent to the Finance Office within the Office of Global Programs, The Pennsylvania State University, 410 Boucke Building, University Park, PA 16802, USA. Penn State will submit payment to MU upon receipt of an invoice from MU and in accordance with the payment schedule set forth on the invoice.
- C. The Program costs will be determined by MU in coordination with Penn State, and are subject to change each year. MU will notify Penn State of any changes in costs in a timely manner, which shall not be less than six months in advance of the effective date of any proposed change.

## VIII. MISCELLANEOUS PROVISIONS

- A. Force Majeure. Neither Penn State nor MU shall be held liable if the safe or effective operation of the Program is prevented by conditions beyond its control including, but not limited to, Acts of God, natural disasters, epidemics, government restrictions, wars, acts of terrorism, insurrections, and/or any other cause beyond the reasonable control of one or both of the Parties.
- B. Use of Name, Logo and Mark. Neither Party may use the name, logo, or mark of the other, or any students or faculty, in any promotional material (including but not limited to website postings, public announcements and print materials) without the prior written consent of the other Party or the individual in each such case pursuant to each Party's policies.
- C. Nondiscrimination. Both Parties are committed to the policy that, subject to applicable laws, statutes, codes, or guidelines, all persons shall have equal access to programs, facilities, admission, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by the respective policies of Penn State and MU, or by government authorities. Neither Party discriminates against any person on the basis of that person's age, race, color, ancestry, national origin, religion, creed, service in uniformed services, veteran status, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas. Both Parties shall abide by these principles in the administration of this MOA, and neither Party shall impose criteria on any scholars, faculty, students or staff which would violate these principles of nondiscrimination. Nothing herein shall be

deemed to create any obligation for either Party to violate any applicable law, statute, code or guideline in order to provide such access.

D. Export Control. The Parties hereby acknowledge that performance and obligations hereunder may be subject to United States export laws, and, to the extent such controls are applicable, performance of some desired activities under this MOA may be delayed, restricted or prohibited. Neither Party shall have any obligation to obtain clearances to perform any function, activity, effort, proposal or program which is deemed by such Party to be restricted by United States export law, and any refusal to perform such function, activity, effort, proposal or program as a result of a decision not to obtain necessary clearances shall not constitute a breach of this MOA.

E. Originals. Each Party shall sign two (2) originals of this MOA in the English language. Each Party shall retain one (1) fully signed originals for its records.

F. Notices. All notices and other communications required or permitted under this MOA shall be in writing and shall be faxed, emailed, or mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand, messenger, or courier service addressed:

To Penn State:

xxxxxx

Education Abroad

Global Programs

The Pennsylvania State University

410 Boucke Building

University Park, PA 16802

Phone: xxxxxxxx

To MU:

xxxxxx

Center for International Cooperation

xxxxxx

Komenského nám. 220/2

66243 Brno

Czech Republic

Phone: xxxxx

G. Term of Contract, Modifications and Termination.

1. This MOA shall take effect on the Effective Date and remain in effect for a period of five (5) years.

2. Either Party may terminate this MOA in the form of a written notice submitted at least six (6) months in advance of the intended termination date. In the event this MOA is terminated or expires and there are Participants already accepted into or participating in the Program, the terms and conditions of this MOA shall remain in effect for all such Participants until they have completed the Program.

3. This MOA may be revised or modified during this initial period by mutual written agreement. Continuation of the Program will be based on the effectiveness of the Program in achieving each Party's objectives.

IN WITNESS WHEREOF, this MOA has been executed by the Parties as of the last day written below:

**MASARYK UNIVERSITY**

**THE PENNSYLVANIA STATE UNIVERSITY**

\_\_\_\_\_  
xxxxx  
Rector

\_\_\_\_\_  
Date      xxxxx      \_\_\_\_\_      \_\_\_\_\_  
Interim Vice Provost for Global  
Programs      Date

\_\_\_\_\_  
Date      xxxxxxx      \_\_\_\_\_      \_\_\_\_\_  
Assistant Treasurer      Date