

## Agreement for Academic Programming

This Agreement (the "Agreement") dated as of [DATE] (the "Effective Date") is by and 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: Mgr. Eva Lehečková, 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: s [REDACTED]

and

### **New York University**

residing at: 70 Washington Square South, New York, NY 10012 USA

represented in the Czech Republic by its branch:

New York University, organizační složka

Registered office: Malé náměstí 143/2, Staré Město, 110 00 Prague 1

Company ID no. (IČ): 693 47 816

Represented by: Ms. Nancy Morrison, who is fully authorised to execute this Agreement in her position as Vice President for Global Programs, and by Mr. Jiří Pehe, who is fully authorised to execute this Agreement in his position as director and manager of the Czech branch.

New York University (hereinafter "NYU"), represented by its Czech Republic branch New York University, organizační složka (hereinafter "NYUPr"), and Charles University, Faculty of Arts (hereinafter "CUFA"), collectively the "Parties," hereby agree to promote cooperation in the field of international education through the enrollment of NYU students in CUFA's EAST AND CENTRAL EUROPEAN STUDIES program (hereinafter "ECES program").

### Part I.

1. NYU is entitled to enroll NYUPr students in the East and Central European Studies (ECES) program at CUFA ("NYU Participating Students").
2. CUFA will provide a program (the "Program") through the ECES program to NYU Participating Students during the fall and spring terms, according to the previous paragraph of this Agreement. CUFA is responsible for the enrollment of NYU Participating Students in the Program.
  - a. CUFA will provide one section of the Program for every 15 NYU Participating Students enrolled in the ECES program. The Program will be

conducted in English and will comprise of 10 teaching hours during NYUPr's orientation and/or during the semester.

- b. The ECES Academic Board, as appointed by the Dean of CUFA, will be responsible for academic oversight of the Program, as well as administrative and HR responsibilities related to hiring instructors. CUFA will comply with all NYU policies when teaching the Program.
3. CUFA shall provide NYU Participating Students with:
    - a. An official admission letter and any other documents that may be required to obtain an appropriate visa (for study purposes) to the Czech Republic.
    - b. Access to Charles University facilities, including libraries, cafeterias, and other facilities available to all CUFA international students.

### **Part II.**

1. NYU will provide a complete list of NYU Participating Students by October 15 for the spring semester and by April 15 for the fall semester (or by the first Monday following those dates if they fall on a weekend). Upon receipt of the complete list of students, CUFA will make available all necessary acceptance documents within 10 calendar days, to be picked up at the CUFA International Relations Office. The complete list of students must include the following details:
  - a. Full name as it appears in the students' passports (separated by "First Name", "Middle Name(s)", and "Last Name")
  - b. Date of Birth (dd.mm.yyyy)
  - c. Nationality
  - d. E-mail address
  - e. Dates of NYUPr semester and orientation
2. The tuition fee (hereinafter "Fee") for the Program shall be calculated on a per student basis. The tuition fee for both the fall and spring terms will be 10,000 CZK per student.
3. CUFA shall send NYUPr an invoice for the sum of all NYU Participating Students' Fees no later than 30 days prior to the Program start date for the applicable semester. The invoice shall be due 15 days after its receipt by NYUPr. The payment shall be made to a bank account of CUFA inscribed on the invoice.
4. If any of NYU Participating Students withdraw from the Program after their registration but prior to arrival, cancellation fee shall apply as follows:
  - a. 100% of the Fees if the student withdraws more than 60 days prior to the Program start date.
  - b. 50% of the Fees if the student withdraws between 30 and 60 days prior to the Program start date
  - c. No refund for the Fees shall be given within 30 days of the Program start date.

### **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 provide

assistance if reasonably requested by NYU, as well as any necessary visa documents to be provided by the host institution by Czech law (Proof of Acceptance).

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 the 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 NYUPr, the Assistant Director of Student Life will serve as Enrollment Coordinator. For CUFA the Director of International Programs will serve as Enrollment Coordinator.

#### **Part IV.**

##### **1. FACILITIES AND SAFETY**

- a. CUFA represents and warrants that the space and any ancillary facilities to be used by NYU Participating Students in connection with the Program are in compliance with all applicable building, fire, health, and similar safety codes and with the requirements of all applicable fire, property and other insurance policies maintained by CUFA. CUFA agrees that such facilities will at all times continue to be in compliance with such codes and policies. NYU and/or its representatives will have the right, but will have no obligation, to inspect the facilities including those used for the Program, at any time upon reasonable notice to CUFA.
- b. CUFA will comply with all applicable laws and regulations and public health guidelines relating to the COVID-19 pandemic during the delivery of the Program. In addition, CUFA will comply with all health and safety protocols and any other requirements established by NYU from time to time in response to the COVID-19 pandemic.

##### **2. PUBLICITY**

Neither Party will use the name, logo, trademark or other designation of the other Party or any of its affiliates (including, in the case of NYU, any school, college, division, department or other unit of NYU or its affiliates) for any purpose, including without limitation in any marketing, advertising or publicity materials, without such Party's prior written consent.

##### **3. RELATIONSHIP OF THE PARTIES**

Nothing contained in this Agreement will be deemed to create any agency, partnership or joint venture between the Parties, it being understood CUFA is performing services and fulfilling its obligations hereunder as an independent contractor of NYU. Neither Party will have any right or authority to contract or otherwise create any obligation or responsibility, express or implied, in the name of or on behalf of the other Party, except as explicitly provided herein.

4. NON-DISCRIMINATION STATEMENT

Neither Party will discriminate against any person involved with the program under this Agreement on the basis of sex, gender, gender identity or expression, sexual orientation, race, color, creed, ethnicity, religion, national origin, age, veteran or military status, marital or parental status, citizenship status, disability or any other legally protected status.

5. NOTICES

All notices or communications pertaining to this Agreement may be given through email correspondence or recognize delivery service to the address of the recipient. Notice will be provided as follows:

If to NYU:

Email:

Address:

NYU Prague

Malé náměstí 143/2

Staré Město, 110 00 Prague 1

ATTN: Thea Favaloro

With copies to:

Office of the General Counsel

New York University

70 Washington Square South, 11 th Floor

New York, NY 10012 USA

ATTN: General Counsel

FACSIMILE:

And

Office of Global Programs

New York University

383 Lafayette Street, 4 th Floor

New York, NY 10003

ATTN: Nancy Morrison

If to CUFA:

Email:

Address:

International Relations Office

Charles University, Faculty of arts

Nám, Jana Palacha ½

116 38, Prague 1, Czech Republic  
ATTN: Head of International Relations Office  
TEL: [REDACTED]

**6. TERM; TERMINATION; ASSIGNMENT**

- a. This Agreement will remain in force for a period of three years, unless otherwise terminated prior to such date.
- b. This Agreement may not be amended or modified, except through a written instrument signed by both Parties. This Agreement may be renewed by the written agreement of both Parties.
- c. If either Party desires to terminate the agreement, it must inform the other in writing at least six (6) months prior to the effective date of termination.
- d. Either Party may terminate this Agreement upon written notice if the other Party fails to cure a material breach of any term of this Agreement within thirty (30) days after receiving written notice thereof.
- e. In the event of the expiration or earlier termination of this Agreement, this Agreement will remain in force (but only to the extent necessary) until such time as all NYU Participating Students enrolled in the ECES program under this Agreement at the time of expiration termination have completed their studies or withdrawn or other arrangements have been made to safeguard the best interests of those students for the remainder of their respective terms.

**7. CONFIDENTIALITY**

Each Party will hold in confidence and will not directly or indirectly disclose to any third party or use for its own benefit any information provided by the other parties or otherwise obtained as a result of this Agreement that is the non-public confidential or proprietary in nature, whether written, verbal or in any other form, including without limitation any information that relates to the employees, NYU Participating Students, research and development, plans, business affairs, finances, fundraising, marketing, property, records, contracts, processes, techniques, inventions, trade secrets or know-how of the disclosing Party ("Confidential Information"); provided that a receiving Party may disclose the Confidential Information to a governmental authority or regulatory body having jurisdiction over the receiving Party, pursuant to a lawful order or request of a court, or to an administrative or accrediting agency. The receiving Party acknowledges that all right, title and interest in the Confidential Information remains the sole property of the disclosing Party, and that the receiving Party will not obtain any such right, title and interest by virtue of this Agreement or otherwise.

**8. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT**

NYU, CUFA and their respective employees, agents and representatives will comply with all applicable laws and regulations in the performance of the Agreement,

including the EU General Data Protection Regulation ("GDPR") and any other applicable data privacy laws. The parties acknowledge that NYU (and with respect to the education records of the NYU Participating Students, CUFA) is subject to and will fully comply with the privacy regulations outlined in the U.S. Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99, ("FERPA") for the handling of personally identifiable student information from education records. No party will disclose any student information to a third party except to the extent permitted by FERPA.

## **9. MISCELLANEOUS**

The Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior terms, conditions, agreements and undertakings, both written and oral, between the Parties with respect to the matters contained herein. No waiver of any term or condition of this Agreement will be construed as a continuing waiver of that term or condition or a waiver of any other term or condition of the Agreement. If any provision of this Agreement is determined to be invalid, void, illegal or unenforceable in any respect, the remaining provisions hereof will continue in full force and effect; and the invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction. This Agreement is not for the benefit of any third party. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement. Neither this Agreement nor any rights or obligations hereunder may be assigned or transferred by either Party without the prior written consent of the other Party. Any purported assignment or transfer without such prior written consent will be null and void.

### **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 NYU and NYUPr 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. Each Party will use its reasonable efforts to negotiate in good faith and resolve any dispute that may arise out of or in connection with this Agreement or any breach of this Agreement. If there is a dispute between the Parties arising out of, or in connection with, this Agreement, including any question regarding its existence, validity or termination (a "Dispute"), then either Party may give the other Party a written notice setting forth the full details of the Dispute. Authorized representatives of the Parties will meet in person or via teleconference as may be agreed upon by the Parties to discuss and attempt to resolve the Dispute. The Parties will attempt in good faith to resolve any Dispute within sixty (60) days of such notice and, if such Dispute remains unresolved after such 60-day period, either Party may initiate litigation in accordance with the paragraphs below.
3. 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.
4. 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.
5. This Agreement shall be made in duplicate.

Signed on behalf of:  
Nancy Morrison  
Vice President for Global Programs  
New York University

Signed on behalf of:  
Mgr. Eva Lehečková, Ph.D.,  
Dean  
Charles University, Faculty of Arts

Date:

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Date

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17.10.2022

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