RECIPROCAL INTERNATIONAL STUDENT EXCHANGE AGREEMENT by and between UNIVERSITY OF NORTH TEXAS and JANÁČEK ACADEMY OF PERFORMING ARTS

This Reciprocal International Student Exchange Agreement ("Agreement") is made and entered into by the University of North Texas, a higher education institution located in Denton, Texas U.S.A. ("UNT") and by Janáček Academy of Performing Arts, a higher education institution located in Brno, Czech Republic ("JAMU").

RECITALS

WHEREAS, the institutions are linked by common academic and cultural interests;

WHEREAS, the institutions wish to enable students from one institution to participate in academic study or research for credit at the other institution through an exchange program; and

WHEREAS, this Agreement supports the UNT Mission and JAMU Mission;

THEREFORE, in consideration of their mutual interests and the covenants set forth herein, the institutions agree as follows:

ARTICLE 1 DEFINITIONS

- 1.01 <u>Home Institution</u>. The institution in which a student is enrolled as a degree-seeking candidate ("Home Institution").
- 1.02 <u>Host Institution</u>. The institution that has agreed to receive students from the Home Institution on a non-degree basis to enroll in classes for credit or to engage in research for credit ("Host Institution").
- 1.03 <u>Exchange Program</u>. The institutions will undertake to exchange students each academic year to enroll in classes for credit or to engage in research for credit at the Host Institution, but not to pursue a degree from the Host Institution ("Program").
- 1.04 <u>Exchange Students</u>. Undergraduate and/or graduate students who are enrolled in the Program and pay tuition and fees to the Home Institution while enrolling in classes for credit or engaging in research for credit on a non-degree basis at the Host Institution ("Students").

ARTICLE 2 EXCHANGE PROGRAM

- 2.01 <u>Number of Exchanges</u>. The institutions will agree on the number of Students to be exchanged in any one academic year at least one month prior to any Program deadlines.
- 2.02 <u>Equitable Exchanges</u>. The institutions will undertake to exchange an equal number of Students each year. In the event there is an unequal exchange of Students during any one academic year (as counted in full-time semesters), imbalances will carry forward to the next year and both institutions will work cooperatively to restore the balance. UNT or JAMU may refuse admission to additional incoming Students until the exchange balance is restored. Both institutions agree that over a five (5) year period, they will aim to achieve a student exchange balance. UNT designates the UNT Study Abroad Office to be the

sole point of contact regarding the management of exchange balances with JAMU. JAMU designates the External Relations Department of JAMU to be the sole point of contact regarding the management of exchange balances with UNT.

- 2.03 <u>Term of Study</u>. Students may study at the Host Institution for one academic semester or one academic year. The length of stay should be determined at the time of nomination to the Host Institution and reconfirmed, if necessary, prior to the issuance of government documents relating to the appropriate visa.
- 2.04 Option for Fee-Paying Students. In the event there is an imbalance, the institution who has sent more Students outbound than they have received inbound may elect to send Students as fee-paying students, where all applicable tuition and fees would be paid to the Host Institution rather than the Home Institution. All stipulations outlined in this document will remain the same for such fee-paying students, including selection criteria, term of study, financial aid stipulations, and student rights and standards, except for Clause 4.01 where tuition and fees will instead be paid to the Host Institution.

ARTICLE 3 ACADEMIC ADMINISTRATION

3.01 <u>Selection of Students</u>. Each institution will establish specific criteria for admission to the Program that will be communicated to the other institution in advance of the application deadline. Generally, all Students are required to be in good disciplinary and academic standing at the Home Institution, provide proof of language proficiency if required for admission to the Host Institution, and be currently registered at the Home Institution at the time of application. Students should demonstrate serious interest in study made available through the Program. The Home Institution will nominate Students for the Program. Nomination of Students by the Home Institution must be approved by the Host Institution prior to submission of the student exchange application. The Host Institution reserves the right to reject Students if they do not meet the Host Institution's admission standards at the time of application into the Program. The Host Institution reserves the right to reject nominations submitted after the Host Institution's deadline.

JAMU Students also are required to submit additional information to the UNT College of Music and receive approval from the UNT College of Music to participate in the Program. UNT Students also are required to submit additional information to JAMU and receive approval from JAMU to participate in the Program.

- 3.02 <u>Academic and Disciplinary Standards</u>. Students from the Home Institution will have all rights and privileges enjoyed by other students of the Host Institution, according to law, during their participation in the Program. Students shall be subject to the rules, regulations, and discipline of the Host Institution and will be governed by the same policies that apply to all other students at the Host Institution. The Host Institution reserves the right to dismiss a Student for disciplinary, academic or other reasons before the end of the period of exchange, including reasons related to class attendance or academic performance. The Host Institution will consult with the Home Institution before finalizing such action. If a Student is dismissed before the end of the period of exchange, the Host Institution will notify the Home Institution of the Student's last date of attendance. This dismissal may result in the revocation of the visa issued for the Student to study in the country of the Host Institution or deportation of the Student. Additionally, the Host Institution will notify the Home Institution of any student issues that may violate the Home Institution's policies.
- 3.03 <u>Continuation of Degree Program</u>. Students in this Program will continue as candidates for degrees at the Home Institution.
- 3.04 <u>Institutional Liaison</u>. Each institution will appoint a member of its academic and/or administrative staff to act as the Institutional Liaison. The Institutional Liaison will be the first point of

contact with respect to the Program and will liaise with members of the academic and administrative staff of the Host Institution in matters of emergency, discipline, advisement, and evaluation. UNT designates the UNT Study Abroad Office as its Institutional Liaison. The UNT Study Abroad Office will be the sole point of contact regarding submission of Student nominations to JAMU and for the receipt of Student nominations from JAMU. JAMU designates the International Office as its Institutional Liaison. JAMU's External Relations Department of JAMU will be the sole point of contact regarding submission of Student nominations to UNT and for the receipt of Student nominations from UNT.

- 3.05 <u>Academic Advisement</u>. The Host Institution will provide academic advisement, orientation, counseling, and support during the period of the Program. Students will have the same right to academic facilities provided by the Host Institution as do Host Institution students.
- 3.06 <u>Full-Time Enrollment</u>. Students will be enrolled full-time in appropriate level courses at the Host Institution and should be guaranteed placements at the Host Institution in courses, subject to satisfactory completion of application/registration materials. Courses will normally be available in all subjects (dependent on satisfaction of any course's prerequisites or pre-tests). Courses at UNT in the College of Visual Arts and Design, College of Music, and Department of Media Arts and courses at UNT Dallas, the UNT Health Science Center, and the UNT New College at Frisco, as well as courses offered online may be restricted.
- 3.07 <u>Application/Registration</u>. Students from the Home Institution will complete any required application/registration forms of the Host Institution. The Host Institution will send all the necessary forms and information to the Home Institution well in advance of pre-determined deadlines, and will notify the Home Institution of the progress of the Students' application/registration materials. The Home Institution reserves the right to reject Students who fail to complete the Host Institution's exchange application/registration processes by a pre-determined deadline.
- 3.08 <u>Academic Records</u>. Each institution will provide necessary transcripts and documentation regarding the Student's academic performance during the Program. This information will be provided to each Student upon proper request.
- 3.09 <u>Course Articulation</u>. To facilitate Student advising and course transfer, each institution will provide the other institution with course syllabi and/or course descriptions upon request in an expeditious manner. Although courses taken at either institution may be listed as having direct course equivalents at the Host Institution, policies at each institution govern which credits will actually count in an individual Student's degree program.

Each institution will strive to regularly review syllabi to determine course equivalencies, according to their accreditation standards, in order to efficiently advise Students and transfer course credit after the Program.

ARTICLE 4 <u>TUITION, FEES, OTHER EXPENSES, AND INSURANCE</u>

- 4.01 <u>Tuition and Fees</u>. Students pay tuition and fees to the Home Institution. In the event that Students are required to pay any fees to the Host Institution, the Host Institution will notify the Home Institution about the required fees.
- 4.02 <u>Awarding U.S. Financial Aid.</u> The Home Institution of a Student who is eligible for and/or receiving Federal Student Aid ("FSA") and who is registered for and attending classes at the Host Institution will remain responsible for the disbursement of FSA and for monitoring student eligibility for FSA. All procedures for calculating FSA awards, for disbursing aid, monitoring satisfactory progress and other

student eligibility requirements, keeping records, and returning funds in the event a Student withdraws will be determined in accordance with the policies and procedures of the Home Institution.

UNT is an eligible institution to award U.S. Financial Aid, as defined by 20 U.S.C. § 1094. JAMU is an ineligible institution that has not (i) had its eligibility to participate in the Title IV, Higher Education Act ("HEA") programs terminated by the Secretary; (ii) voluntarily withdrawn from participation in the Title IV, HEA programs under a termination, show-cause, suspension, or similar type proceeding initiated by the institution's State licensing agency, accrediting agency, guarantor, or by the Secretary; (iii) had its certification to participate in the Title IV, HEA programs revoked by the Secretary; (iv) had its application for re-certification to participate in the Title IV, HEA programs denied by the Secretary.

4.03 <u>Accommodations</u>. Participating Students are eligible to apply for university accommodations at the Host Institution, in which case, Students will pay regular fees for accommodations to the Host Institution. All incoming Students to JAMU are obliged to arrange an accommodation provided by JAMU prior to submitting the visa application.

In the event that university accommodations are unavailable, accommodations will be arranged as described below.

- a) For incoming Students to UNT, UNT's Study Abroad Office will make every effort to arrange university housing. However, university housing cannot be guaranteed. If university housing is unavailable, Students will be referred to UNT's Off-Campus Student Services, which will provide information about off-campus accommodation options. In this case, Students are required to provide payment for accommodations directly to the accommodations' provider.
- b) For incoming Students to JAMU, if university housing is unavailable, Students will be referred to off-campus accommodation options. In this case, Students are required to provide payment for accommodations directly to the accommodations' provider.
- 4.04 <u>Health Insurance</u>. All Students must obtain UNT health insurance coverage (accident, illness, medical evacuation, repatriation) sufficient to meet the minimum requirements during the entire period of UNT residence. All JAMU Students will automatically be enrolled in UNT's health insurance coverage, which will be billed to their UNT student account at registration. Students may request a waiver of UNT's health insurance under limited circumstances. The waiver request is available via the student application.
- 4.05 <u>Additional Costs</u>. The Host Institution will notify the Home Institution of any additional costs that are likely to be incurred and that are the responsibility of the Student. For example, activity fees, application fees, course fees, immigration fees, personal travel, books, school supplies, local transportation, and other incidentals.

ARTICLE 5 TERM AND TERMINATION

- 5.01 <u>Term.</u> This Agreement shall have an effective date of when the agreement is published in the Czech Register of Contracts. ("Effective Date") and, unless earlier terminated, will continue for a period of five (5) years from the Effective Date. This Agreement shall not be considered binding unless and until it has been executed by the proper authorities, and shall not be considered a valid and enforceable contract without full execution by both institutions.
- 5.02 <u>Extension</u>. This Agreement may be extended by mutual agreement of the institutions, which must be reduced to writing and signed by both institutions.

- 5.03 <u>Termination</u>. This Agreement may be terminated at any time by either institution upon written notice to the other; provided, however, that any Student then enrolled for exchange, or as a feepaying student per Section 2.04, shall be permitted to complete their term of study under the terms and conditions of this Agreement, and further provided that, at the request of either party, this Agreement shall be extended for one semester following notice of termination to provide exchange opportunities in accordance with Section 2.02.
- 5.04 <u>Amendment</u>. This Agreement may be amended at any time by either institution upon notice to the other, which must be reduced to writing and signed by both institutions.

ARTICLE 6 MISCELLANEOUS

- 6.01 <u>No Third-Party Beneficiaries</u>. This Agreement and the Program apply only to enrolled Students, and no provision or undertakings are made for the spouses or dependents of the Students.
- 6.02 <u>Confidentiality</u>. Each institution shall protect the confidentiality of student records as dictated by each institution's applicable laws and shall release no information except as permitted by law.
- 6.03 <u>Accreditation</u>. UNT is accredited by the Southern Association of Colleges and Schools Commission on Colleges ("SACS Commission on Colleges") to award baccalaureate, master's and doctoral degrees. JAMU is not accredited by the SACS Commission on Colleges and the accreditation of UNT does not extend to or include JAMU or its students. Further, although UNT agrees to accept certain course work from JAMU to be applied toward an award from UNT, that course work may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from UNT. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.

JAMU is accredited by the National Accreditation Bureau for Higher Education and this recognition does not extend to UNT.

- 6.04 <u>Public Information Act</u>. Notwithstanding any provision of this Agreement, UNT and JAMU shall release information to the extent required by applicable law.
- 6.05 <u>Jurisdiction</u>. This Agreement is set forth in English. The legal jurisdiction under which this Agreement shall be interpreted and enforced shall be the State of Texas, U.S.A., which shall be the forum for any lawsuits arising from and incident to this Agreement.
- 6.06 <u>Resolution of Disputes</u>. This Agreement is based on the common trust and good faith of the institutions. In case of disputes, the parties, through the liaison designated in Section 3.04 of this Agreement, shall make a good faith effort to obtain an amicable resolution.

IN WITNESS WHEREOF, the institutions have caused their duly authorized representatives to execute this Reciprocal International Student Exchange Agreement as of the Effective Date.

	Y OF PERFORMING	UNIV	ERSITY OF NORTH TEXAS
ARTS By: Petr Michálek Rector Date:		By:	Docusigned by: Michael McPlesson 282A0D4cD34342F Michael McPherson Provost and Vice President for Academic Affairs Date: 2/5/2024
		Ackno	owledged By:
			Amy Shenberger Director of Study Abroad