

## MASTER AFFILIATION AGREEMENT

This Master Affiliation Agreement (“Master Agreement”) is made on the 21 day of October 2024.

**Learn International Education Consultants Limited**, a company incorporated in the Republic of Ireland and having its registered office at 17 S Main Street, Naas, Co. Kildare, Ireland (hereinafter known as “**Learn International**”)

and

**Masaryk University, Žerotínovo nám. 617/9, 601 77 Brno, Czechia,**  
(the “**University**”).

Individually a “Party” and together referred to as the “Parties”

The University is engaged in both undergraduate and postgraduate research and teaching and is accredited by the appropriate body.

Learn International is engaged in the provision of educational opportunities and experiences in collaboration with academic institutions, for the benefit of its students and educational programmes, and to promote global citizenship and cross-cultural exchange and understanding. Learn International provides support, advice, expertise and programme management for students across the world, and foster excellence in study abroad programme development through the incorporation of critical thinking, innovative engagement, multidisciplinary collaboration and community involvement.

The Parties wish to engage and co-operate with respect to the educational programmes and opportunities which are made available through Learn International which may include but are not limited to:

- University Semester
- Summer School
- Internships
- Customised Programmes
- Research programmes
- Service Learning
- Other arrangements

(the “Educational Programmes”) to the University and the students participating therein (the “Students”).

Learn International and the University desire to set out the terms and conditions which shall govern any and all Educational Programmes, including future anticipated arrangements to promote uniformity in their agreements and to facilitate the addition of Educational Programmes in different areas.

Learn International and the University will work together to agree on the details in writing of each Educational Programmes.

NOW, THEREFORE, in contemplation of the relationship to be established between the Parties and in consideration of the mutual covenants contained herein, the Parties agree as follows:

## 1. STRUCTURE OF AGREEMENT

- A. The University and Learn International mutually desire that the terms and conditions set out in this Master Agreement are applicable to all Educational Programmes.
- B. Any Educational Programme under this Master Agreement shall be identified in a separate Programme Affiliation Agreement ("Programme Agreement") in substantially the same form as that attached hereto as Appendix A, where applicable or such alternative form as shall be agreed between the Parties.
- C. The University will inform Learn International of all eligibility requirements and application and submission requirements for each Educational Programme.
- D. Learn International will evaluate the applications and will determine their acceptability for admission to the Educational Programme within a reasonable timeframe, which shall be mutually agreed between the Parties.
- E. The University reserves the right to make the final decision on the acceptance and admission of Students to any Educational Programme.
- F. The participating student eligibility requirements, start dates and completion dates for each Educational Programme shall unless otherwise agreed in writing, be agreed at least 90 days before the Programme commences.
- G. Each Programme Agreement shall be governed by this Master Agreement, and this Master Agreement shall be deemed incorporated into each Programme Agreement.
- H. In case of a conflict between this Master Agreement and any Programme Agreement, the Parties will work together to resolve the conflict and adjust Agreements if a mutual understanding can be achieved.
- I. Each Programme Agreement shall constitute a separate and independent contract between the parties and may have a term shorter than this Master Agreement.

## 2. LEARN INTERNATIONAL'S RESPONSIBILITIES

- A. Access and Other Resources.  
Learn International shall maintain standards for services and operations at its facilities which are conducive to sound Educational Programmes for the Students.
- B. Communication. Learn International will in conjunction with the University communicate, advise and support the Student directly on all aspects of the Educational Programme.
- C. Student Orientation and Arrival.
  - i) Learn International shall assist the University in orienting the Students to the applicable facilities and the University's rules, regulations, policies, procedures, and standards as applicable to the Educational Programmes.
- D. Application Process. The University and Learn International will work closely on the application process, which may vary by program agreement. All changes to application process will be mutually agreed in writing.
- E. Student Qualifications. Learn International shall assign to the Educational Programmes only Students who:

- i) have satisfactorily completed any portions of the University's curriculum which are prerequisite to the relevant Educational Programmes;
  - ii) have good academic standing
- F. Learn International may organise, as specified in the Programme Agreement, certain aspects of Student support outside the University's existing infrastructure.

### 3. UNIVERSITY RESPONSIBILITIES

- A. Authority to Operate. The University hereby confirms and warrants that it has the authority to offer or award degrees, to offer or award credit toward degrees, or to offer or maintain a course of academic instruction or study as specified in the Programme Agreement.
- B. Ongoing Standards for Participation and Acceptance Procedure.
  - i) The University shall take all reasonable steps to inform Learn International of University standards and requirements in a timely manner, for participation in the Educational Programmes;
  - ii) Learn International shall verify that the Students meet the Standards for Participation/Acceptance within 60 days date or otherwise agreed before the start of the Educational Programme; and
  - iii) The University shall promptly notify Learn International of any fact or circumstance that might preclude a Student's participation, or continuing participation, in the Educational Programmes within 48 hours.
  - iv) Where the Student is accepted by the University for an Educational Programme, the University agrees to provide Learn International on behalf of the Student the following:
    - a. Acceptance letter 60 days prior to programme commencement or within an agreed amount of time that suits the Educational Programme.
    - b. Course Approvals 30 days prior to programme start (unless otherwise agreed)
    - c. Accommodation confirmation 30 days prior to programme commencement;
    - d. Where requested, confirmation of identified student supports for special needs or disabilities 30 days prior to programme commencement;
    - e. Where applicable, Internship placement information 30 days prior to programme commencement;
    - f. Student Course Schedule within 14 days prior to programme commencement, unless otherwise specified;
    - g. Any additional materials/forms related to the success of the Student for the Educational Programme
- C. Registration, Student Evaluation and Transcripts.
  - i) The University shall register the Student and assist in all aspects of the Student's academics and course selection as it relates to the Educational Programme;
  - ii) The University shall bear full responsibility for assigning grades and/or granting credit to Students for their participation in the Educational

- Programmes.
- iii) Where applicable, the University will provide an Official Transcript to Students or directly to Learn International on behalf of the student, where mutually agreed upon completion of the Educational Programme.
- iv) The University shall provide to Learn International, for use by Learn International personnel directly involved with Students in the Educational Programmes, “how to” information, advice, syllabi and consultation regarding the objectives and methodologies for the Educational Programmes.
- D. Student Support:
  - i) The University agrees to support the Student while attending an Educational Programme in areas related but not limited to:
    - a. Academic Support
    - b. Health, Wellness and Counseling Services
    - c. Orientation and Campus Tour
    - d. Safety and Crisis management support
    - e. International student and multicultural support
    - f. Disability Services Support
    - g. Access to fitness center, sports and recreation
    - h. Access to Student Activities
    - i. Visa and Immigration guidance
    - j. Other as required
- E. Disabilities. The University agrees to make reasonable accommodation and will comply with and have responsibility for compliance with all legislative requirements for students with disabilities within the host country.
- F. Marketing Materials: The University agrees that Learn International can use online promotion and marketing materials to promote and recruit for Educational Programmes and grants Learn a license to use the University trademark and logo for this purpose.

#### 4. FINANCE

- A. Learn International will collect all payments from accepted Students.
- B. Learn International will inform the University when fees have been paid by the Student.
- C. The University will send an invoice to Learn International at the start of the programme in Euro indicating the Educational Programme cost per Student, the number of Students and the total amount to be remitted by Learn International.
- D. **Refund and Cancellations:** In the case of individual student cancellations. The University agrees to adhere to Learn International’s refund policy which is in place from time to time and shall apply to all requests for refunds.

Cancellation Policy	Refund Percentage to Student
Days prior to programme start date	Refund – Percentage (%) of programme Fee: (including tuition, accommodation fees and additional programme specific fees)
61+ days	100%
60 – 54 days	75%
53 – 40 days	50%
39 – 33 days	25%
32 – 0 days	0%

- E. Any amounts paid by Learn International on behalf of the Student to the University that are refundable for the student will be returned to Learn International by the University within 30 days. Learn International will refund the Student by the original payment method.
- F. The University agrees to accept a delayed tuition/fees payment, where the Student is receiving financial aid to pay for the Educational Programme. Learn International agrees to collect necessary forms documenting a delayed payment request from the Student. Learn International will share documentation with the University.

## 5. OTHER MUTUAL RESPONSIBILITIES

- A. Insurances. Each Party will affect and maintain adequate liability insurance at such levels as would be assumed by a prudent person in the position of that Party and shall provide evidence of such insurance on request to the other Party.
- B. Programme Representatives and Communication.
  - i. Each Party shall designate, in the applicable Programme Agreement, its liaison to facilitate and co-ordinate the Educational Programmes (“Liaison”). Each Party may replace its own Liaison at any time and shall provide notice in writing to the other Party.
  - ii. The University Liaison will make available all information needed in compliance with all applicable data protection laws, to Learn International for Student application, academic, and other requirements as pertains to the Educational Program.
  - iii. For all Learn International Custom Programs, Learn International shall make available to the Students all information pertaining to the Educational Programme which are provided by the University.
  - iv. For all Masaryk University led programs, The University agrees to disseminate information to Students and copy and update the Learn International Liaison on all processes and procedures as pertains to Learn International’s Students.

- v. Each party shall communicate with the other, through their respective Liaisons, about all matters material to the Educational Programmes.
- C. Course Selection.
  - i. Learn International and the University will liaise about Student course selections and course equivalencies. Learn International will inform the Student of any course related questions/queries.
  - ii. The University agrees to supply Learn International with all academic related material as it relates to the Students application and acceptance.
- D. Policies and Procedures.
  - i. The University and Learn International acknowledges that Students on the Educational Programmes shall be required to agree to comply with both parties' then-current rules, regulations, policies, procedures, and standards as applicable to the Students' participation in the Educational Programmes.
  - ii. Both Learn International and the University retain discretion to dismiss a student from the programme at any time for failure to maintain appropriate standards of conduct according to the respective institution's policies, rules, and regulations. The parties agree that they will cooperate in addressing Student conduct issues and share information relating to Student conduct issues.
- E. Travel Arrangements: The Student is responsible for their own travel arrangements and obtaining the necessary immigration, travel clearance and passport fees and any associated costs on all Educational Programmes as in this Master Agreement.
- F. Visa and Immigration
  - i. The University agrees to assist with guiding students with visa requirements as applicable to the Educational Programme
  - ii. The University agrees provide letter of acceptance for the purpose visa application, where necessary
- G. Health Care for Students. Learn International or the University shall have no contractual obligation to provide or arrange for health care, emergency or otherwise, that a Student might need during the Educational Programmes. Any health care that a Student receives during the Educational Programmes shall be at the expense of the Student involved.
- H. Non-Discrimination. Learn International and the University shall conduct the Educational Programmes and all related activities in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, creed, color, national origin, religion, sex, age, status as a veteran, or disability.
- I. Data Protection: Both Learn International and The University acknowledge and agree that they each act as separate data controllers for the purposes of the General Data Protection Regulation (Regulation (EU) No. 2016/679)(“GDPR”) The Parties agree, that to the extent the GDPR is applicable, they will each comply in all respects with their respective obligations as data controllers under the GDPR. In particular, each Party shall be responsible for: (i) ensuring that it complies with Articles 12, 13 and 14 of the GDPR in respect of data subjects whose personal data it obtains and processes; (ii) complying with any data subject requests under Articles 12 to 22 of the GDPR in a timely manner; and (iii) for compliance with Articles 33 and 34 of the GDPR in respect of data breach notifications to appropriate supervisory authorities and affected data subject, where applicable. Accordingly any personal data that is disclosed or transferred between the parties to this Agreement is undertaken on a data controller to data controller basis. The Parties agree that they shall only process personal data for purposes that are reasonably contemplated by the Agreement and which have been notified to the relevant data subjects prior to the processing of such personal

data.

## 6. TERM AND TERMINATION

- A. Term. The term of this Master Agreement shall commence on the Effective Date for a period of five (5) years and shall automatically renew on an annual basis thereafter for successive periods of one (1) year terms unless earlier terminated by six months prior notice in writing on the later of:
  - i. five (5) years after the Master Effective Date or
  - ii. if any Programme Agreement is in effect on the fifth (5th) anniversary of the Master Effective Date, the latest expiration or termination date of such pending Programme Agreement(s).
- B. Termination Without Cause. This Master Agreement and/or any Programme Agreement may be terminated prior to its expiration by either party, with or without cause, upon 90 days' written notice to the other party; provided, however, that any Student participating in the Educational Programmes at the time such notice is given may complete their semester or rotation period for the specific Educational Programme
- C. Withdrawal of Student from the Programme. Either Party may withdraw a Student from a Programme for failure to comply with the applicable rules or policies of the Programme or for any reason where the Party believes that it is not in the best interest of the Educational Programme for the Student to continue. Learn International may immediately remove from its premises or Educational Programme any Student who poses an immediate threat or danger to Learn International's personnel or any third party. It is agreed that save in the case of emergency, Learn International will discuss with the University prior to taking any such action.

## 7. MISCELLANEOUS PROVISIONS

- A. Parties' Relationship. The relationship of Learn International and the University established by this Master Agreement and any Program Agreement is that of independent contractors. Nothing in this agreement gives rise to a relationship of agency of partnership, joint venture or the relationship of principal and agent between the Parties and nothing shall be construed to constitute any Party, Student or any employee of either Party to be an employee, agent, servant, or borrowed servant of the other Party for any purpose whatsoever.
- B. No Authority. Neither Party has the right or authority to act on behalf of the other Party, or to bind the other Party.
- C. Entire Agreement. Each Programme Agreement, which necessarily incorporates this Master Agreement, constitutes the entire agreement between the parties relating to the subject matter thereof and supersedes all prior and contemporaneous courses of conduct, negotiations, proposals, discussions, letters of intent, memoranda of understanding, agreements, and contracts, whether written or oral, relating to the subject matter of said Programme Agreement.
- D. Modification. Any modification or amendment to this agreement shall be in writing and signed by the binding authorities on behalf of both parties.
- E. Notices. Any notice to be given under this Master Agreement shall be in writing and sent by registered post or email to [xxx](#) on behalf of Learn International or to **Short Term and Innovative Programmes Division via email (xxx)** on behalf of the Masaryk University or to the signatory at the address of the relevant Party set

- out at the head of this Agreement or such other address or email address as that Party may from time to time notify to the other Party in accordance with this clause.
- F. Severability. If any provision of this Master Agreement or any Programme Agreement is held to be invalid, illegal, or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Master Agreement or the Program Agreement otherwise remains in full force and effect and enforceable.
  - G. Waiver. No provision of or right or privilege under this Master Agreement or any Programme Agreement shall be deemed to have been waived by any act, delay, omission, or acquiescence on the part of either party, its agent, or its employee but only by an instrument in writing duly executed by the waiving party.
  - H. Assignment. This Master Agreement and any Programme Agreement and the rights and obligations therein may not be assigned by either party without the prior written consent of the other party.
  - I. Disputes. The Parties will make every reasonable effort to resolve all issues relating to this agreement fairly by negotiation.
  - J. Liability. The Parties acknowledge and agree that Learn International shall not be responsible for any loss, injury, or other damage to any person or property participating in an Educational Programme unless such loss, injury or damage arises directly from and due to the negligence of Learn International.
  - K. Force Majeure Neither Party shall have any liability of be deemed to be in breach of this Master Agreement or Program Agreement for any delays or failures in performance which result from circumstances beyond the reasonable control of that Party, including, but not limited to strikes, lockouts, labour disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law of governmental order, regulation or direction, accident breakdown of plant or machinery fire, flood, severe weather epidemics, pandemics or telecommunications failure. The Party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in the performance and when they cease to do so.
  - L. Governing Law and Jurisdiction. This Master Agreement and any Programme Agreement and all questions of construction, validity and performance shall be governed by and construed under the laws of the Republic of Ireland and subject to the exclusive jurisdiction of the Irish Courts.
  - M. Authority. Each party represents and warrants that the individual signing this Master Agreement and any Programme Agreement on such party's behalf has all requisite authority and approvals to do so and to bind such party. Each party further represents and warrants that it has done and will do all things necessary so that this Master Agreement and any Programme Agreement will be valid, binding, and legally enforceable upon such party.
  - N. Counterparts. This Master Agreement and any Programme Agreement may be executed in one (1) or more counterparts, all of which shall constitute the same instrument.
  - O. According to the Act no. 340/2015 on the Contract Repository, Masaryk University is obliged to publish the text of the Addendum and Memorandum of Agreement, The Addendum and Memorandum of Agreement shall be made accessible to the general public, but personal data, signatures and bank account information shall be omitted.

IN WITNESS WHEREOF, each party has caused this Master Agreement to be executed as of the date set forth below.

SIGNED by the AUTHORISED SIGNATORY  
FOR AND ON BEHALF OF  
LEARN INTERNATIONAL EDUCATION  
CONSULTANTS LIMITED:

SIGNED BY THE AUTHORISED  
SIGNATORY FOR AND ON BEHALF OF  
MASARYK UNIVERSITY

By:

By:

Name: xxx

Name: xxx

Title:  
COO of Learn International

Title:  
Director of Centre for International  
Cooperation, MU

Date: \_\_\_\_\_

Date: \_\_\_\_\_