



**MEMORANDUM OF UNDERSTANDING**

**between**

**THE GEORGE WASHINGTON UNIVERSITY**

Address: 714 21<sup>st</sup> St., NW Suite 300, Washington, DC 20052, U.S.A.,

Represented by Steven R. Lerman,

who is fully authorized to execute this Agreement in his position as

Provost and Executive Vice President for Academic Affairs

**and**

**FACULTY OF ARTS, CHARLES UNIVERSITY IN PRAGUE**

Address: nám. Jana Palacha 2; 116 38 Prague 1, Czech Republic, (DIČ: 00216208,

IČ: 00216208 ),

Represented by doc. PhDr. Michal Stehlik, Ph.D.,

who is fully authorized to execute this Agreement in his position as Dean

**for**

**STUDENT EXCHANGE**

**2011-2014**

**PREAMBLE**

This Memorandum of Understanding (“MOU”) made this 15<sup>th</sup> day of June, 2011 by and between The George Washington University (“GW”), a congressionally-chartered non-profit corporation located in the District of Columbia, U.S.A. and The Faculty of Arts, Charles University in Prague (“Charles”), a public university located in Prague, Czech Republic (each, a “Party”, and together, the “Parties”).

**WITNESSETH:**

WHEREAS, GW and Charles are parties to a Memorandum of Agreement (“MOA”) for the establishment of a program of student exchange and collaboration dated June 24, 2003 that naturally expired after the 2005-2006 academic year; and

WHEREAS, the Parties, out of a desire to promote academic exchange, intend to reestablish their prior relationship for a program of student exchange and collaboration (the “Program”) on the terms and conditions set forth herein;

NOW THEREFORE, based on the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GW and Charles, intending to be legally bound, have agreed as follows:

**A. DUTIES AND OBLIGATIONS**

1. **Program.** The Parties agree to an exchange of undergraduate students (the “Exchange Students”) from the other institution on a non-degree basis.
2. **Admission Criteria.** Each respective home institution shall screen its own applicants before forwarding to the host institution. The host institution shall reserve the right to make final judgment on the admissibility of each Exchange Student nominated for the exchange. To be admitted to the Program, the applicant must satisfy all admission requirements, including the language proficiency requirement of the host institution.
  - a. GW shall select and nominate students to enroll as full-time, non-degree Exchange Students at Charles; Charles which shall have final approval on non-degree admission. These Exchange Students shall not be candidates for degrees conferred by Charles. Acceptance of transfer credit for work undertaken by GW Exchange Students while at Charles will be subject to the discretion of GW.
  - b. Charles shall select and nominate students to enroll as full-time, non-degree Exchange Students at GW; GW which shall have final approval on non-degree admission. Exchange Students must meet all GW non-degree admission requirements, including required minimum GPA and TOEFL score. Charles Exchange Students shall not be candidates for degrees conferred by GW. Acceptance of transfer credit for work undertaken by Charles Exchange Students while at GW will be subject to the discretion of Charles.
3. **Enrollment Expectations.**
  - a. Both GW and Charles agree to exchange students up to a maximum of eight (8) academic semesters (fall or spring) from the other institution each academic year on a non-degree basis. Exchange students may study at the host institution for no more than one (1) academic year. Therefore, eight (8) students may enroll at the other institution for one (1) academic semester (fall or spring) or four (4) students may enroll at the other institution for the full academic year. Reciprocity should be maintained with regard to the number of semesters students are exchanged each year. Should an imbalance occur in a given academic year wherein one institution receives more students than the other, such imbalance will be addressed in the following academic year. The host institution is not obligated to accept Exchange Students during a period of imbalance.
  - b. Exchange Students are subject to the same policies regarding students’ rights and responsibilities as those pertaining to matriculated students in the host institution, in addition to remaining subject to the policies and regulations of their home institution.

4. ***Language of Instruction.*** The principal language of instruction at Charles and GW is English.
5. ***Visas.*** The Parties shall help facilitate the acquisition of appropriate visas for the Exchange Students from each institution. However, the Exchange Students are ultimately responsible for obtaining the required documents and visas in compliance with all relevant visa requirements and immigration laws. This includes payment of any U.S. or Czech government or other fees that may be imposed for visa processing or immigration services.
6. ***Local Facilities.***
  - a. All facilities at the host institution that are available to matriculated students, including libraries and reference materials, computer labs, health centers and sports centers, will be open to Exchange Students on the same basis as they are made available to matriculated students.
  - b. All privileges and activities at the host institution that are available to matriculated students of the host institution, including, but not limited to, the restaurant or meal services, shall be available to Exchange Students on the same basis and at the same cost as they are made available to matriculated students.
7. ***Housing and Travel Arrangements for Students.*** Exchange Students can request on-campus housing and/or board at the host institution. These will be provided on a space-available basis. Requests for on-campus housing and/or board should be made at the time of application in order to make the necessary reservations. Exchange Students who are not provided with on-campus housing by the host institution will be responsible for acquiring their own housing. The Parties are under no obligation to assist Exchange Students with finding, applying for, or procuring off-campus housing.
8. ***Health Insurance.*** Exchange Students are responsible for obtaining their own health insurance coverage, to be in effect during their time abroad, including mandatory coverage for medical evacuation and repatriation. Exchange Students entering GW are required to have full medical and dental insurance prior to departure from their home country.
9. ***Tuition and Fees.***
  - a. Exchange Students shall pay tuition and fees directly to their home institution. Exchange Students shall pay room and board, if provided by the host institution, directly to the host institution. All other expenses remain the personal responsibility of the Exchange Students.

- b. Any incidental fees for services over and above those specified in this MOU shall be met by the Exchange Student at a rate reasonably comparable to that charged to non-exchange students.

- 10. ***Effect of Prior Agreement.*** The Parties acknowledge that they have continued to operate their student exchange and collaboration relationship despite the natural expiration of the previous MOA at the end of the 2005-2006 academic year. GW and Charles agree that prior to the effective date of this MOU, their relationship shall be governed by the terms and conditions of the prior MOA.

## **B. TERM AND TERMINATION**

- 1. ***Term.*** This MOU is valid from the date of the last signature (the "Effective Date") through the 2013-2014 GW academic year and may be extended thereafter for additional three year (3) periods by written mutual consent of the Parties.

- 2. ***Termination.***

- a. **Termination without Cause.** Either Party may terminate this MOU without cause by providing written notice of termination to the other Party at least thirty (30) days before the date of its intended termination, which shall be specified in the written notice of termination.

- b. **Termination for Cause.** Either Party may terminate this MOU for cause in the event that:

- i. Either Party dissolves or ceases to exist, becomes bankrupt or insolvent, or takes a substantially equivalent action under applicable local law; or
- ii. Either Party commits a material default which is subject to cure and which is not cured within a thirty (30) day period following written notice of the nature of the default for non-financial matters, and within a ten (10) day period following written notice for financial matters, including, without limitation, the making of a payment required by this MOU. For defaults not reasonably subject to cure within the cure period, this MOU will terminate effective as of the date set forth in the default notice.

- 3. ***Consequence of Early Termination.*** Should early termination occur, both Parties will reasonably cooperate in good faith to honor commitments to Exchange Students participating in the Program as of the date of termination.

## C. MISCELLANEOUS

1. **Representations and Warranties.** Each Party represents and warrants that: (a) it is duly authorized to operate under the laws of its respective jurisdiction; (b) it is in good standing under the applicable laws of such jurisdiction; (c) it is expressly and duly authorized by its respective institution to execute this MOU; and (d) there are no legal restrictions or bars to each Party entering into this MOU.
2. **Counterparts.** This MOU has been executed simultaneously in two (2) English language duplicate originals, each of which shall be deemed to be an original, and it shall not be necessary in making proof of this MOU to produce or account for more than one such original.
3. **Headings.** The headings used in this MOU are for purposes of ease of reference only, and in no event or respect shall the substance of any provision or the intent of the Parties be interpreted or controlled by any such headings.
4. **Indemnification.** Each Party shall defend, indemnify and hold the other Party, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent of any negligence or fault by the indemnifying party, its officers, agents or employees. The obligations under this paragraph shall survive the termination of this MOU.
5. **Limitation of Liability.** Neither Party shall be responsible for, nor entitled to, any indirect, consequential (including lost profits) or punitive damages, regardless of whether the theory giving rise to such damages is tort or contract or otherwise. In no event will GW be responsible to Charles, for any amounts in excess of the amount paid by Charles to GW hereunder. Similarly, in no event will Charles be responsible to GW, for any amounts in excess of the amount paid by GW to Charles hereunder.
6. **Force Majeure.** Neither Party shall be responsible for any failure or delay in its performance under this MOU due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of terrorism, civil unrest, an act of God (including but not limited to fire, flood, earthquakes or other natural disasters) or governmental action (including but not limited to any law, regulation, Decree or denial of visas or residence permits). In the event that either Party wishes to invoke *force majeure*, that Party shall within ten (10) calendar days after the occurrence of the event of *force majeure* has become known to that Party, send written notice of such event to the other Party. In the event that a *force majeure* event prevents either Party's performance for a period of thirty (30) days, either Party shall be entitled to terminate the MOU upon written notice to the other Party. The provisions of this paragraph shall not apply to the payment of fees or to any

other payments due from either Party or to the Party's obligations to provide assistance to students on-site or to facilitate their return home.

7. ***Governing Law.*** The terms of this MOU shall be governed by and construed in accordance with the Laws of the United States and of the District of Columbia without regard to its principles for conflicts of law, as if such MOU were executed and performed within the District of Columbia.
8. ***Dispute Resolution.*** Any dispute arising from or in connection with this MOU that is not resolved by mutual agreement of the Parties shall be resolved exclusively in the courts of the District of Columbia.
9. ***Compliance with Law.*** Each Party agrees that, in connection with this MOU, it will take no action, or omit to take any action, which would cause another Party to be in violation of the applicable laws of the United States (U.S.), including but not limited to U.S. nondiscrimination laws, export control and anti-boycott laws and regulations and the U.S. Foreign Corrupt Practices Act, or the applicable laws of Czech Republic. Each Party agrees that, in connection with this MOU, it will not offer, give or promise to give, directly or indirectly, anything of value to any government official, political official, political candidate, or employee thereof or to any third party while knowing that such item of value or any portion thereof may be offered, promised or given to a government official, political party official, political candidate or employee thereof, for the purpose of obtaining or retaining business or to secure an improper advantage.
10. ***Commercial Agreement/No Immunity.*** Charles acknowledges and agrees that the exercise of rights and fulfillment of (or failure to fulfill) obligations under this MOU are commercial in nature rather than governmental, and therefore acknowledges and agrees that it is not entitled to any right of immunity on the grounds of sovereignty or otherwise with respect to such activities or in any legal action or proceedings arising out of or relating to this MOU.
11. ***Amendment.*** This MOU may be amended in writing from time to time upon the mutual agreement of the Parties; provided, however, that any modification, amendment, or supplement to this MOU will only be considered binding where it is signed by a duly authorized representative of each Party.
12. ***Assignment.*** Neither Party shall assign this MOU, in whole or in part, without the other Party's prior written consent. Any attempt to assign this MOU, without such consent, shall be null and void.
13. ***Waivers.*** There shall be no waiver of any term, provision or condition of this MOU unless the waiver is set forth in a written document signed on by the waiving Party. No such waiver shall be deemed to be or construed as a continuing waiver of any such term, provision or condition unless the written waiver states to the contrary.

The waiver by either Party of its rights or remedies under this MOU in a particular instance shall only apply to matters arising from or in connection with this MOU.

14. **Severability.** If any part, term or provision of this MOU shall be held void, illegal, unenforceable or in conflict with any law of a government having jurisdiction over this MOU, the validity of the remaining portions or provisions shall not be affected. However, if such invalidity changes the basic intent of the Parties, as set forth in this MOU, the rights, duties or obligations of the Parties shall be subject to a good faith negotiation.
15. **Intellectual Property.** The use, ownership and licensing of any intellectual property created by GW faculty, staff or students shall be owned by GW faculty, staff or students as the case may be. The same principle applies for intellectual property created by Charles faculty, staff or students.
16. **Use of Name and Marks.** GW shall control the use of the names and registered marks of The George Washington University (and any other relevant names), and associated trademarks and service marks. Charles shall have the right to use these names and marks only for purposes of performing its obligations under this MOU and only with GW's prior written consent in each instance.
17. **No Agency.** The Parties are strictly independent contractors and are not, in any way, employees, partners, joint venturers or agents of the other. Neither shall, in any way, bind the other in any way unless such Party has received the written consent of the other.
18. **Confidentiality of Student Educational Records.** The Parties agree to treat personally identifiable information contained in student educational records as confidential and will not release such information to third parties without the written consent of the student whose educational records are sought.
19. **Authoritative Version.** The English version of this MOU shall be the authoritative version of this MOU for all purposes. In the event of a conflict between the English version and any translation of this MOU, the English version shall control.
20. **Notices.** All notices required or permitted under this MOU shall be in writing and delivered by confirmed email, confirmed facsimile transmission or by certified mail, and in each instance shall be deemed given upon receipt. All communications shall be sent to:

**For GW:**

[Redacted]  
Associate Vice President for  
International Programs  
The George Washington University  
714 21<sup>st</sup> Street, NW  
Suite 300  
Washington, DC 20052  
Phone: [Redacted]  
Fax: [Redacted]  
E-mail: [Redacted]

**For Charles:**

[Redacted]  
Professor  
Vice-dean for international affairs  
The Faculty of Arts  
Charles University in Prague  
nám. Jana Palacha 2  
Prague 1, Czech Republic  
Phone: [Redacted]  
Fax: [Redacted]  
E-mail: [Redacted]

Either Party may change its address for notices under this MOU by giving written notice to the other Party by the means specified in this section.

21. ***Entire Agreement; Order of Precedence.*** This MOU contains the entire agreement between the Parties and, except as otherwise expressly provided, supersedes any prior oral or written agreements, commitments, understandings or communications with respect to its subject matter.

***For The George Washington University –***

AGREED:

[Redacted Signature]

Steven R. Lerman  
Provost and Executive Vice President for Academic Affairs  
The George Washington University

Date: 6/28/11

***For The Faculty of Arts, Charles University in Prague –***

AGREED:

[Redacted Signature]

Michal Stehlík  
Associate Professor  
The Faculty of Arts, Charles University in Prague

Date: 23/8/11