

## **Collaboration Agreement**

**Between**

**Yale University on behalf of its Graduate School of Arts and Sciences**

**And**

**Masarykova Univerzita (Masaryk University)**

This Collaboration Agreement (the "Agreement") dated as of January 1, 2018 is between Yale University, a not for profit corporation organized and existing under and by virtue of a special charter and act of the general assembly of the Colony and State of Connecticut, located in New Haven, Connecticut USA, on behalf of its Graduate School of Arts and Sciences ("Yale"), and the Masarykova Univerzita ("Masaryk"), a public research and higher education institution located in Brno, Czech Republic, each a "Party," together the "Parties."

### **Section 1: Purpose**

Yale and Masaryk are internationally known for their educational and research program. Both the Department of Classical Studies at Masaryk, and the Department of Anthropology and the Program in Archaeological Studies at Yale wish to engage in a regular exchange of information with regards to academic programs and research on topics of common interest; the promotion of collaboration among faculty and students on teaching and research; and the provision of opportunities for the exchange of students and faculty to participate in the following activities:

- (i) Research and study at Yale by Masaryk faculty and students on archaeological material from the Khabur Basin and Deh Luran Projects by the means of technological and typological analyses, optical and electron microscopy, chemical and petrographical analyses, and x-ray diffractometry;
- (ii) Lectures, the mentoring of students, and the provision of curricular advice at Masaryk by Yale faculty;
- (iii) Scientific analysis and the preparation of jointly authored publications on materials available at each institution.

### **Section 2: Collaboration Components**

- A. Student Exchanges. Each Party may propose and select up to two students (the "Students") each per term for participation in the exchange program established under this Agreement. Participants shall study in the academic disciplines of anthropology and archaeological studies. Any exchange will be subject to availability of funds and space, and to the mutual convenience of each Party. The Parties shall ensure that the Students on behalf of each Party remain in approximate parity over the course of this Agreement.
  1. The Home Institution will propose Students to the host institution at least four months prior to the proposed start of the exchange (provided that individual departments at their discretion may accommodate a shorter timetable) in accordance with the following requirement:

- a. Students must have successfully completed the first year of their program by the time they would begin participating in the exchange program. It is intended that only the best-qualified Students be eligible for the exchange program. Students nominated by the home institution must satisfy current admission standards for regularly-enrolled degree candidates at the Host Institution.
2. The Home Institution agrees to provide all information the Host Institution requests about the Students. There will be an admissions review process both at the Home and the Host Institutions that provides assurances that the Students will be sufficiently strong academically to benefit from the experience. Students must apply initially to their Home Institution, which must agree that such participation is in the best intellectual and professional interest of the Student. The Home Institution will nominate only Students who are in academic good standing. Once students have been selected by the Home Institution for nomination, they shall submit the regular application materials to the Host Institution.
3. The Host Institution shall have the right to give or withhold approval of any proposed Student and shall notify the Home Institution in writing of all such decisions within two months of receiving the Home Institution's request. If the Host Institution accepts the Student, the Host Institution will provide the Student with formal letters of invitation and such other routine documentation as may be necessary to satisfy visa and other similar requirements. Each exchange will normally be for a period of (i) one term, (ii) one academic year or (iii) another period of time specifically agreed to by the parties, and in each case based on the Host Institution academic calendar.
4. The Host Institution shall have the right to terminate the participation of any Student, at any time if such Student's academic work or behavior is not suitable in the judgment of the Host Institution. Whenever practicable, the Host Institution will not exercise this right to terminate without prior consultation with the Home Institution.
5. Students shall not be eligible to receive any degree or other qualification from the Host Institution.
6. Neither Party, when acting as the Host Institution, will charge tuition or fees (including application fees) to any Student who is then duly enrolled at the Home Institution. Each student Participant will pay tuition (if applicable) and fees to such student's Home Institution.
7. All personal and living expenses, including without limitation room and board, books and supplies, round-trip international travel and travel while visiting the Host Institution, health care including medications, immigration and other personal matters this Agreement does not expressly cover will be the personal responsibility of the Student. Each Host Institution will provide reasonable assistance to Students in locating appropriate accommodation in the host city. Each Student must purchase at their own cost the medical insurance required by the Host Institution.

After each period of study, the Host Institution will forward to the Home Institution an academic transcript for each Student. Nothing contained herein shall be construed as

requiring the Host Institution to keep academic records for Students that differ from those customarily maintained by the Host Institution. Both Parties acknowledge and agree that any records provided under this provision must be in compliance with the U.S. Family Educational Rights and Privacy Act of 1974 (FERPA) and the applicable laws of Czech Republic. Pursuant to the Act No. 340/2015, under the Contract Register Act, Masaryk is obliged to publish the text of the contract. The contract shall be made accessible to the general public, but personal data, signatures and bank account information shall be omitted.

- B. Faculty Exchanges. Each Party may propose faculty to visit the other Party (“Host Party”), subject in all cases to the availability of funds and space, and to the mutual convenience, of each Party.

**Section 3: Term and Termination**

- A. Term. This Agreement will be in effect for a period of four years from January 1, 2018 to January 1, 2022 unless extended by mutual written agreement of the Parties.
- B. Termination. Either Party may terminate this Agreement, for any or no reason upon giving sixty (60) days written notice to the other Party, and the Parties agree to engage in a reasonable negotiation regarding the winding up of any collaborative projects and to allow any Students to complete the term or year of studies.

**Section 4: Academic Liaisons; Official Notices**

- A. Academic Liaisons. The academic liaisons for each Party will be: for Masaryk graduate students attending Yale, the Yale liaison shall be Dr. Jasmina Besirevic Regan, the Assistant Dean for Graduate Education at the Yale Graduate School of Arts and Science; for Yale graduate students attending Masaryk, the Masaryk liaison shall be Ms. Mgr. Inna Mateiciucova, at the Center for Prehistoric Archaeology of the Near East, Department of Classical Studies.
- B. Notices. Any notice, request, consent or communication under this Agreement shall be effective only if it is in writing and (i) personally delivered, (ii) sent by an internationally recognized overnight delivery service, with delivery confirmed or (iv) sent by facsimile or email, with receipt confirmed, and in each case addressed to each Party at the address set forth below. A notice shall be deemed to have been given as of the date received by the intended recipient.

If to Yale:

XXXXXX  
Executive Director  
Office of International  
Affairs Yale University  
393 Prospect Street  
New Haven, CT 06511  
XXXXXXXXXXXXXXXXXX

With a copy to: XXXXXXXXXXXXXXXXXXXXXXXX  
Assistant Dean for Graduate Education  
Yale Graduate School of Arts and Science  
1 Hillhouse Avenue  
New Haven, CT 06511  
XXXXXXXXXXXXXXXXXXXXX

If to Masaryk: XXXXXXXXXXXXXXXXXXXXXXXX  
Center of Prehistoric Archaeology of the Near  
East Department of Classical Studies  
Faculty of Arts  
Masaryk University  
Arna Nováka 1  
60200 Brno, Czech Republic  
XXXXXXXXXXXXXXXXXXXXX

With a copy to: XXXXXXXXXXXXXXXXXXXXXXXX  
Director, Centre for International Cooperation  
Masaryk University  
Komenskeho namesti 2  
60200 Brno, Czech Republic

**Section 5: Policies and Procedures**

- A. Compliance with Law. Each Party agrees to conduct all its activities under this Agreement in compliance with all applicable laws and regulations, including, without limitation, export control, human subjects research, anti-terrorism, and immigration laws.
- B. Anti-Bribery. Without limiting the generality of Section 5(A) above, each Party acknowledges its obligation to comply with all relevant anti-bribery laws and each Party represents and warrants that it has not and will not offer, promise or authorize the payment or provision of anything of value to any individual for the purpose of improperly influencing that or any other individual or securing any improper advantage.
- C. Compliance with Policies. As a general matter and subject to any express agreement between the Parties in this Agreement, the policies and procedures of a Party will apply to all its employees and students regardless of where located, and to all activities occurring at or based at that Party's facilities. Without limiting the generality of this Section 5: neither Party will discriminate in connection with activities engaged in pursuant to this Agreement in admissions, educational programs, or employment against any individual in a manner that violates the law or any rule or regulation applicable to, or the policies adopted by, either Party.

**Section 6: Use of Names of Parties**

Neither Party shall use the name or marks of the other in any press materials or web-based or other publication without the prior written permission of the other Party; provided that each Party may

include the name of the other on any routinely-maintained published list of institutional exchange programs or collaborations during the term of this Agreement.

### **Section 7: Intellectual Property**

Given the subject area of this exchange, it is anticipated that individual Visiting Scholars and/or Students may author articles and other materials, and in such event will recognize joint authors and other contributors as required by scholarly custom.

### **Section 8: Governing Law and Jurisdiction**

- A. Dispute. In case of any dispute, the Parties agree to attempt to resolve such dispute amicably, and shall escalate within their respective organizations, any such dispute.
- B. Governing Law. This Agreement shall be governed and construed according to the laws of the State of Connecticut without regard to its choice of law rules. The forum for any disputes shall be the courts of the State of Connecticut.

### **Section 9: General Provisions**

- A. Amendments and Assignment. The terms and provisions of this Agreement may be modified or amended only by the written consent of both Parties.
- B. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all such counterparts, together, shall constitute one and the same legal instrument; and each Party intends that a facsimile of its signature printed by a receiving fax machine or an electronic copy of its signature stored in a PDF software application format shall be regarded as an original signature.
- C. Force Majeure. "Force Majeure" shall mean earthquake, typhoon, pandemic, labor disturbance, flood, fire, war and any other force majeure events arising after the signing of this Agreement which prevent total or partial performance of the Agreement and which are unforeseen, or if foreseen, unavoidable, and beyond the control of such Party. A Party shall be excused from its obligations hereunder if prevented by force majeure as long as the Party asserting force majeure provides the other Party as prompt notice as reasonably possible of the occurrence of such an event and of the extent to which the Party asserting force majeure believes the obligations of this Agreement must be suspended or canceled.
- D. Relationship of the Parties. This Agreement is not intended, nor should anything herein be construed, to create the relationship of partners, joint venturers, principal and agent, employer and employee, or other fiduciary relationship between the Parties hereto.
- E. Entire Agreement. This Agreement constitutes the entire, integrated agreement of the Parties about the subject matter of this Agreement and any previous agreements, understandings, and negotiations on that subject cease to have any effect.

F. Non-Exclusive. Nothing herein is intended nor shall be construed as creating an exclusive arrangement between Yale and Masaryk.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have signed this Agreement, effective as of the date set forth above.

For Yale University, on behalf of its  
Graduate School of Arts and Sciences

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XXXXXXXXXXXXX  
University Controller

XXXXXXXXXXXXX  
Director  
Centre for International Cooperation

XXXXXXXXXXXXXXXXXXXXX  
Assistant Dean for Graduate Education  
Graduate School of Arts and Sciences

Date: 21. 12. 2017

Date: 1/18/18