

**COOPERATIVE ACADEMIC AGREEMENT
BETWEEN
THE UNIVERSITY OF OSTRAVA
AND
THE ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
NORTHERN ARIZONA UNIVERSITY**

In view of a common commitment to global education, to continue to promote understanding and goodwill, to strengthen cultural ties, and to broaden the experience and horizons of faculty and students, the University of Ostrava (“UO”), Czech Republic and the Arizona Board of Regents for and on behalf of Northern Arizona University (“NAU”), United States of America, each an “Institution” and collectively the “Institutions”, agree to enter into this Cooperative Academic Agreement (“Agreement”) for the purpose of memorializing their collaborative relationship in providing improved intercultural understanding and enhanced educational opportunities for NAU students and faculty in the Czech Republic and for UO students and faculty in the United States. The Institutions desire to develop these opportunities through the program of academic cooperation described herein (the “Program”).

1. Definitions.

In this Agreement, unless otherwise specified, “Home Institution” shall mean the institution at which a student is originally enrolled and from which the student intends to graduate, and “Host Institution” shall mean the institution at which a student is temporarily enrolled as a visiting exchange student. “Exchange Student” shall mean an UO student at NAU or an NAU student at UO.

2. Nominations and Applications.

The International Office at the Rectorate (soon to be retitled Center for International Affairs) shall be responsible for the administration of the Program on behalf of UO. The Center for International Education (“CIE”) of NAU shall be responsible for the administration of the Program on behalf of NAU.

Exchange Students will be nominated for the Program by the Home Institution on the basis of merit and other eligibility criteria. The Home Institution will be responsible for nominating students for exchange and will forward all required documentation to the Host Institution to comply with its application procedures. Qualified students shall normally be accepted by the Host Institution based on the endorsement of the Home Institution, but each institution reserves the right to decline to accept candidates. Late or incomplete applications are subject to rejection and will only be reviewed at the discretion of the Host Institution.

Nominated Exchange Students must be registered as full-time undergraduate or graduate students of the Home Institution and be in good academic standing at the Home Institution. In addition, they must show the aptitude, motivation, and maturity to thrive in the environment at the Host Institution. All Exchange Students must provide proof that they have sufficient funds to pay for all fees and expenses, including living expenses, for the duration of the Program at the Host Institution, and shall be solely responsible for all such expenses. All Exchange Students shall be individually responsible for complying with all of their respective immigration, customs and any other legal requirements of the Host Institution’s country.

UO students intending to register for study at NAU in the fall semester or academic year should deliver their application materials to NAU no later than April 1. UO students intending to register for the spring semester or calendar year should deliver their application materials to NAU by October 1 in that academic year. NAU may be able to accept late applications.

NAU students intending to register for study at UO for semester 1 or academic year must deliver their application materials to UO no later than April 1. NAU students intending to register for study at UO for semester 2 or calendar year must deliver their applications materials to UO no later than October 1.

3. Faculty Exchange.

NAU and UO may exchange faculty who have sabbatical leave, leave of absence, or other approval to engage in faculty exchange. The terms and conditions of any such faculty exchanges shall be governed by a separate written agreement between NAU and UO.

4. Balance.

NAU and UO will exchange any number of students that is agreed upon by each Institution. The Institutions agree to review the number of students sent and received each year and shall endeavor to maintain a numerical balance over the Term of this Agreement.

5. Tuition and Fees.

Exchange Students participating in the Program will pay their normal tuition and fees to their respective Home Institution. During the Term of this Agreement, the Host Institution agrees to waive application fees and regular tuition costs for Exchange Students visiting under this Agreement. The visiting Exchange Students are responsible for all other charges related to the Program, including without limitation, any special activity fees, laboratory fees, studio fees, health insurance, registration fees, identity card fees, etc. UO students that come to NAU will be required to pay NAU non-tuition fees.

6. Course Selection.

Exchange Students will choose their courses from the regular catalog offerings of the Host Institution for which they are qualified, as appropriate. The Host Institution reserves the right to restrict particular course areas.

7. Grade Reports.

The Host Institution will use its best reasonable efforts to forward grade reports for each Exchange Student to the office of the Home Institution identified in Section 2 above within four weeks of the end of each semester. The Home Institution will then make the academic record changes for Exchange Students in accordance with its procedures and at its sole discretion. The Home Institution may request additional information from the Host Institution related to its method of determining the grades for Exchange Students.

8. Admission as an Exchange Student.

Both Institutions understand that admission to the Host Institution as an Exchange Student does not constitute the Exchange Student's admission to the Host Institution as a degree-seeking student.

9. Privileges and Activities.

As permitted by applicable laws, policies and agreements, Exchange Students will have equal access to all of the privileges, facilities, accommodations, amenities and activities available to all students of the Host Institution on the same basis and at the same additional cost, if any.

10. Accommodation.

Each Institution will provide the other Institution with information and applications for suitable student housing and access to available student dining options.

11. Responsibilities of the Institutions.

a) Pre-Departure Information and Immigration.

The Host Institution will provide all documents and forms that Exchange Students need to obtain proper immigration documents (including an acceptance letter) in a timely manner. The Host Institution will also provide information about and assistance with immigration procedures. The Host Institution shall not be responsible for providing any legal advice or representation to the Exchange Students that is not otherwise normally provided to its own students.

b) Orientation and Registration.

The Host Institution will provide orientation to Exchange Students, which will include health, safety, and cultural adjustment information. The Host Institution will also provide information about and assistance with course registration, which may be presented before or during orientation.

c) Role of International Coordinators.

Each Institution will appoint an International Coordinator (“IC”) responsible for dealing with matters related to the Program. During the Exchange Students’ stay at the Host Institution and before their arrival, the IC will assist Exchange Students and will be available to answer Exchange Students’ questions regarding immigration and other Program matters.

The Host Institution will be available to assist Exchange Students in emergency situations, including but not limited to family emergency, natural disaster, mental health crisis, or serious injury or illness. In some cases, this may consist of directing Exchange Students to existing institutional resources.

d) Student Life.

The Host Institution will make every effort to facilitate the integration of Exchange Students into the student life of the Host Institution.

12. Health Insurance.

NAU policy requires that all international students, including Exchange Students, purchase NAU Student Health Insurance.

NAU Exchange Students on the Program will be required to show proof of health and accident insurance (excluding dental) or to purchase appropriate university or other health and accident insurance for the duration of the exchange visit, in accordance with the Host Institution’s country Immigration Service legal requirements and the Host Institution requirements.

13. Interpretation.

This Agreement and associated annexes represent the entire agreement and understanding of the Institutions and supercede any prior oral or written representations or understandings regarding the subject matter of this Agreement. This Agreement may be modified by a written memorandum signed by NAU and UO. If one or more of the provisions set forth in this Agreement is held to be invalid or unenforceable in any respect, then that invalidity or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid or unenforceable provision had not been included in the Agreement.

14. Non-Discrimination.

The institutions agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration and non-discrimination, including the Americans with Disabilities Act.

15. Non-Appropriation.

The institutions recognize that performance of this Agreement by NAU may be dependent upon the appropriation of funds by the State Legislature of Arizona (the "Legislature"). Should the Legislature fail to appropriate the necessary funds, then by written notice to UO, NAU may cancel this Agreement without further duty or obligation. UO recognizes and understands that appropriation is a legislative act and is beyond the control of NAU.

16. Commitment of Funds.

No monies or monetary consideration will be exchanged between the Institutions in relation to the Program, nor will there be any indemnities, reimbursements for expenses, or sharing of fees or profits arising from student participation in the Program.

17. Laws of the Czech Republic and Arizona.

Both Institutions recognize that, as a public institution of higher education under the laws of the State of Arizona, NAU is bound by provisions of Arizona law. In particular sections 38-511 (on conflict of interest), and 12-1518 and 12-133 (on arbitration) of the Arizona Revised Statutes apply. Copies of these statutes are available from the CIE. In the same manner, UO is subject to provisions of Czech Law.

18. Relationship of the Institutions.

Each Institution is an independent contractor and is independent of the other Institution. Under no circumstances shall any employees of one Institution be deemed the employees of the other Institution for any purpose. This Agreement does not create a partnership, joint venture or agency relationship between the Institutions of any kind or nature. This Agreement does not create any fiduciary or other obligation between the Institutions, except for those obligations expressly and specifically set forth herein. Neither Institution shall have any right, power, or authority under this Agreement to act as a legal representative of the other Institution, and neither Institution shall have any power to obligate or bind the other or to make any representations, expressed or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever. Each Institution acknowledges that the relationship of the Institutions hereunder is non-exclusive.

19. Duration.

22. No Third-Party Beneficiaries.

UO and NAU are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third parties or institutions unless such third parties or institutions are individually identified by name herein and expressly described as intended beneficiaries of the terms and conditions of this Agreement.

23. The University of Ostrava is an obliged entity pursuant to Act No. 340/2015 Coll., Act on the Register of Contracts (hereinafter the "Act on the Register of Contracts"). NAU acknowledges and expressly agrees that this Agreement in full is subject to publication in the Register of Contracts (public administration information system administered by the Czech Ministry of the Interior). The University of Ostrava undertakes to publish this Agreement in compliance with the provisions of the respective Act on the Register of Contracts.

This Agreement comes into force upon signature by both parties and becomes effective on the date of its publication in the Register of Contracts at the earliest. About this fact, the University of Ostrava is required to notify NAU.

IN WITNESS WHEREOF, the Institutions to this Agreement, by the signatures below of their authorized representatives, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions.

**The Arizona Board of Regents
for and on behalf of
Northern Arizona University**

University of Ostrava

By: _____
Dr. Rita Hartung Cheng
President

By: _____
Prof. Jan Lata, M.D.
Rector

Date: _____

Date: _____