

**NORTH CAROLINA STATE UNIVERSITY
STUDY ABROAD PROGRAM DEVELOPMENT AGREEMENT**

THIS STUDY ABROAD PROGRAM DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature below by and between **NORTH CAROLINA STATE UNIVERSITY** on behalf of its NC State European Center in Prague (“NC State”), and Charles University’s Faculty of Mathematics and Physics (“Charles University”). This agreement builds on the existing Memorandum of Understanding between both institutions. NC State and Charles University FMP may be referred to collectively in this Agreement as the “Parties” or each individually as a “Party.”

WHEREAS, NC State Prague has requested that Charles University provide and perform certain services; and,

WHEREAS, the services contemplated herein will further the instructional, research, and public service objectives of NC State in a manner consistent with its status and mission as a public educational institution; and,

NOW, THEREFORE, in exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NC State and Charles University agree as follows:

1. **Charles University Responsibilities and Services.** Charles University agrees to provide or supply NC State with the services described in Exhibit A (the “Services”). As described in Exhibit A, the Services shall include Charles University providing course instructors, guest lecturers, and/or academic exercises, or parts thereof, and related activities (the “Program”). Program participants shall be selected by NC State and not Charles University.
2. **NC State’s Responsibilities and Services.** NC State shall be responsible for providing the services described in Exhibit B (“NC State Services”).
3. **Term.** Charles University shall commence providing the Services on or about January 20, 2019 and ending on or about April 19, 2019 (the “Term”). The Agreement may be renewed for additional Terms.
4. **Payment.** In support of the Services provided pursuant to this Agreement, NC State shall pay Charles University in accordance with the schedule, terms, and payment instructions contained in Exhibit C.
5. **Academic Oversight.** NC State shall have the final review and approval of course instructors, guest lecturers, and/or course content. If serving as an instructor of record, instructors provided by Charles University must meet NC State’s teaching qualifications and verification of teaching eligibility.
6. **Termination.** This Agreement may be terminated by either Party upon sixty (60) days’ written notice to the other party. If a particular course is cancelled by NC State after course content has been approved by NC State, NC State will pay 20% of the payment for the course to cover expenses incurred by Charles University related to instructor selection and course content preparation. If Charles University is unable to provide the Services or an individual course as of the beginning of the Term, due to no fault of NC State, then Charles University agrees to reimburse NC State for any payment received for the Services or course, and NC State will have no further financial obligations regarding the Services or course.

7. **Compliance with Applicable Laws.** Charles University shall comply with all applicable laws, ordinances, codes, rules, and regulations in their performance of the Services and this Agreement, including but not limited to all approvals, licenses and permits for satisfying any requirements to offer the Program.
8. **Intellectual Property.** Neither party transfers by operation of this Agreement any intellectual property rights owned by either Party now or hereafter acquired in connection with its performance under this Agreement.
9. **Confidentiality.** No Party shall make any unauthorized use or disclosure of any information of a confidential or proprietary nature concerning the other Party. In order for any information provided by a disclosing Party to be considered "confidential" or "proprietary" by the receiving Party, the disclosing Party shall indicate in writing that the information disclosed is confidential or proprietary in nature. If any Party is subject to laws governing public records, compliance with such laws shall not be deemed a violation of this provision.
10. **Liability.**
 - a. Charles University will defend, indemnify, and hold harmless NC State, its trustees, officers, employees, and agents from and against all claims, demands, loss, liability, expense, or damage (including attorneys' fees) arising out of injuries (including death) or property damage suffered by any person arising out of Charles University's negligent performance of the Services under this Agreement or as a result of Charles University's willful misconduct.
 - b. Notwithstanding any other provision of this Agreement, NC State's liability, as an agency of the State of North Carolina, for any injury or property damage arising out of this Agreement or NC State's performance of the Services is subject to the immunities, procedures, and limitations of the North Carolina Tort Claims Act, Article 31 of Chapter 143 of the North Carolina General Statutes. NC State does not waive its sovereign immunity or any rights or defenses under the North Carolina Tort Claims Act.
11. **Notices.** All notices shall be sent by either electronic mail or registered or certified mail and addressed to the individual at the address given below, or such other address as may hereafter be designated by notice in writing, or by :

If to NC State: NC State European Center in Prague
Attn:
Malé náměstí 1 / Karlova 27
Praha 1 - Staré Město 110 00
Czech Republic
Email:

If to Charles University: Proděkan pro koncepci studia
Matematicko-fyzikální fakulta UK
Ke Karlovu 3
121 16 Praha 2
Czech Republic
Email:

12. **Force Majeure.** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
13. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both Parties.
14. **Severability.** Should any non-material provision of this Agreement be declared illegal, void, or unenforceable under applicable law, or shall be considered severable, the Agreement shall remain in force and be binding upon the parties hereto as though the said provision had never been included.
15. **Electronic Signature.** Each Party acknowledges and consents to the use of electronic signatures by the other Party. This Agreement and any other documents requiring a signature hereunder, may be signed electronically in the manner set forth by NC State or as otherwise mutually agreed by the Parties. Neither party shall contest the legal effect, enforceability, or admissibility of this Agreement solely because it was signed electronically.
16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will constitute an original, but all of which together will constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Organization and NC State have executed this Agreement as of the date of the last signature below as indicated by the signatures of their authorized representatives.

**CHARLES UNIVERSITY FACULTY OF
MATHEMATICS AND PHYSICS**

By: _____
Name: Prof. RNDr. Jan Kratochvíl, CSc.
Title: Dean, 31-10-2018
Date: _____

NORTH CAROLINA STATE UNIVERSITY

By: _____
Name: Heidi Hobbs
Title: Interim Director, NC State Pro
Date: October 13, 2018

Recommended by:

Name: MEGHAN M. WINZELER
Title: Associate Director
Date: October 8, 2018

EXHIBIT A

Scope of Services

1. Charles University will provide a course instructor for the following course and term:
Course: MA 341: Applied Differential Equations
Term: Spring 2019
2. Charles University is responsible for identifying all guest lecturers, and/or academic exercises.
3. Charles University will provide specialized laboratory space (if applicable).
4. Charles University will respond to instructor requests by NC State within one to two (1-2) months of the receiving the requirements. If Charles University is not able to provide instructors or laboratories, NC State Prague may look for them at other universities.

EXHIBIT B

NC State Services

1. NC State will provide lecture rooms and classroom space for the following course and terms:
Course: MA 341: Applied Differential Equations
Term: Spring 2019
2. NC State will provide appropriate technology equipment and support for the classroom space.
3. NC State will approve all instructors and will coordinate the WES Verification and Human Resources process directly with the approved instructor.
4. NC State will request the requirements for course instructors at least six (6) months in advance.

EXHIBIT C

Payment Information

- NC State will pay Charles University FMP 70,000 CZK for each 3 credit course that is taught.
- The due date is 30 days prior to the start of each semester payable by invoice. Contact information for payment is: Jiří Buchar, Business Services, jbuchar@ncsu.edu.