Agreement of Affiliation (Memorandum of Understanding)

Between The Catholic University of America and [Host Institution]

The Catholic University of America, located in Washington, D.C. (“Catholic University” or “home institution”), and [Host Institution], located in [City, Country] (“host institution”) hereby institute a Memorandum of Understanding (“Agreement”) with respect to Catholic University’s participation in academic programs abroad with the host institution. Catholic University and [Host Institution] are sometimes referred to as a “Party,” and collectively, the “Parties.” The Parties agree as follows:

1. **Purpose**: The purpose of this Agreement is to institute or continue an affiliation so that qualified Catholic University students may participate in the academic Programs offered by the host institution in another country.
2. **Programs:** The Programs included in the scope of this Agreement are as follows:

[list programs and location]

1. **Non-Degree Admission**:
	1. Catholic University will recruit, select, and nominate linguistically and academically qualified students to enroll as non-degree students in instructional programs offered by [Host Institution]. Only after a student has been nominated by Catholic University may that student be fully accepted by [Host Institution] , which shall have final approval on non-degree admission. These students will not be candidates for degrees conferred by the host institution.
	2. Host institution agrees to accept only those Catholic University students who participate under the conditions of this Agreement into the Program. Individual applications for direct enrollment or enrollment by arrangements with third parties will not be accepted without the advance consent of Catholic University.
2. **Terms of Affiliation:** Students participating under the terms of this Agreement will be required to participate in an orientation program organized by the host institution, where students will be made aware of risks to health and safety and emergency procedures. The host institution affirms it has written policies and procedures in place that provide for appropriate and responsive protocols in the event of a report of a safety violation or sexual assault or sexual harassment. The protocols must be distributed to students by host institution. In addition, [Host Institution] will provide a copy of the protocols to Catholic University upon request.
3. **Prompt Notification:** [Host Institution] agrees to provide prompt notification to Catholic University of any reports of serious incidents involving Catholic University students.

For the purposes of this Agreement, “prompt notification” means a report to the Catholic University Department of Public Safety at +1-202-319-5111 as soon as possible, but no later than within twenty-four (24) hours of notice or discovery of the Serious Incident. “Serious incident” means: an actual or threatened tragic or traumatic event or situation (within or outside the host’s country) which affects, or has the potential to affect, a Catholic University student under this Agreement, the student's family members, or others including staff and friends, in a traumatic way. This may include an incident causing extreme distress, fear or injury. Serious incidents include but are not limited to: (1) missing students; (2) severe verbal or physical aggression; (3) death, serious injury or any threat of these; (4) natural disaster; (5) allegation of assault, including sexual assault; (6) admission to a hospital or mental healthcare facility, (7) drug or alcohol abuse, (8) accusation of any student misconduct or criminal offense, (9) allegation of harassment, or (10) allegation of discrimination.

In the event of a “serious incident” or violation of an academic policy, the Parties agree to cooperate to ensure that a prompt and thorough investigation occurs, if warranted. The Parties agree to reasonably share information and each Party shall have the right to conduct their own investigation.

All Catholic University students participating in study abroad programs have electronically signed a consent form for release of student information, which Catholic University will provide to the host upon request. Notification to Catholic University is not required of a disclosure made by the student to a confidential resource, which includes a priest, a health professional, or a certified mental health counselor, working in their respective professional capacities.

1. **Financial Arrangements**:
	1. **Tuition and Other Expenses:** Catholic University students participating under this Agreement will pay tuition and a program fee to Catholic University [and an application fee directly to [Host Institution] . The host institution will invoice Catholic University the remaining program costs [insert program costs and any additional costs to be paid by CUA students] for all participating Catholic University students in accordance with the Direct Billing Agreement (attached as Appendix A).
	2. **Provisions and Requirements Pertaining to U.S. Financial Aid**
		* 1. Host institution certifies that it is has not had its eligibility to participate in U.S. Title IV student financial aid programs terminated, and has not voluntarily withdrawn from participation in said programs under termination, show-cause, suspension, or similar activity initiated by a U.S. state licensing agency, accrediting agency, guarantor, or the Department of Education.
			2. For purposes of awarding and disbursing financial aid, a Catholic University student participating in a program under this Agreement must be a degree candidate in good standing at Catholic University during the period of study at host institution. Catholic University will determine financial need and award funds to eligible students.
			3. Catholic University will retain all authority and responsibility for administration of financial aid to Catholic University students participating in a program under this Agreement.
			4. Host institution agrees **not** to provide any financial resources to the Catholic University student without the advance written permission of Catholic University.
			5. A Catholic University student participating in a program under this Agreement will be considered in visiting status at host institution during the period of study noted in the Agreement.
			6. A Catholic University semester student participating in a Program under this Agreement must carry a course load equivalent to the full-time Catholic University academic load (i.e., 12 credits for undergraduates and 8 credits for graduates) to maintain financial aid eligibility during the program. For summer programs, students must enroll in at least 6 credits to be eligible for financial aid. Accordingly:
				1. Enrollment confirmation must be provided by host institution to the Catholic University Registrar’s office before financial aid can be disbursed to the Catholic University student participating in the program;
				2. Host institution agrees to immediately report to Catholic University any changes to a Catholic University student’s enrollment status while at the host institution; and
				3. Host institution agrees to notify Catholic University within 14 calendar days if a Catholic University student withdraws from host institution or stops attending all courses.
			7. Host institution agrees to report to Catholic University the academic coursework completed by each Catholic University student participating in the program and the grades earned. The host institution must provide transcripts for Catholic University students in English.
2. **Room and Board:** The host institution will provide housing and other services as described in Appendix C for the duration of the program. If on-campus housing is available, Catholic University students may apply for it. In case of a homestay, households will not house more than two students. The host institution will vet housing and host families for safety and suitability prior to the students’ arrival. The host institution agrees to provide safe accommodations in accord with the [Host Institution] Housing Requirements, attached as Appendix B.
3. **Health Insurance**: Catholic University students are required to be covered by Catholic University health insurance, which includes coverage for medical evacuation and repatriation. In some cases, the host institution will also require Catholic University students to be covered by their health insurance, which may include similar coverage. In this case, Catholic University’s health insurance will act as the student’s primary insurance while overseas.
4. **Visas**: [Host Institution] will facilitate the acquisition of appropriate visas for Catholic University students. However, the students are ultimately responsible for obtaining required documents and visas in compliance with all relevant visa requirements and immigration law. Students will be responsible for the direct payment of any host government fees.

**Indemnification:** Catholic University agrees to indemnify, defend, and hold harmless [Host Institution], its trustees, officers, agents, students, and employees, from any and all liability, damage, expense, cause of action, suits, claims of judgments (including legal costs and expenses) arising out of any negligent or more culpable act or omission of Catholic University or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement.

[Host Institution]agrees to indemnify, defend, and hold harmless Catholic University, its trustees, officers, agents, students, and employees, from any and all liability, damage, expense, cause of action, suits, claims of judgments (including legal costs and expenses) arising out of any negligent or more culpable act or omission of [Host Institution]or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement.

 **Compliance**: Each Party represents and warrants that it will comply with all applicable international, federal, state, and local laws and regulations applicable to the performance of its obligations hereunder, including but not limited to laws or regulations related to acceptance, transmission and/or storage of personal data, including but not limited to notice, consent, security and record retention provisions of the applicable privacy laws.

1. **Facilities:** All facilitiesat the Program site(s) are available to students enrolled under this Agreement.
2. **Correspondence:**  The official language of all correspondence and communications between the Parties will be English. Applications and correspondence from the Parties should be sent to the following designated offices:

**For Catholic University:** Office of Education Abroad

 McMahon Hall 110

 620 Michigan Avenue NE

 Washington, D.C. 20064

 global-strategies@cua.edu

 1-202-319-6010

with a copy to:

Office of General Counsel

620 Michigan Ave NE

Washington, D.C. 20064

cua-ogc@cua.edu

**For** [Host Institution]**: University Office**

 **Address #1**

 **Address #2**

 **Email**

 **Phone Number**

**Term; Termination:** This Agreement will come into force as of [insert date] (“Effective Date”) and continue for a period of (#)years, ending on \_\_\_\_\_\_\_\_\_\_\_. Students may study abroad under this Agreement beginning with the \_\_\_\_\_\_\_\_\_\_\_ term.

Either Party may terminate this Agreement by written notice to the other Party, in accordance with the above “Correspondence” section. Such termination will be effective no sooner than six (6) months from the date of the other Party's receipt of the written notice. Should this Agreement expire or be terminated, both institutions agree to carry out the terms of the Agreement for any student currently accepted to the host institution and/or participating under this Agreement. The Parties agree to extend the termination or expiration date of this Agreement to be coterminous with the date that the last student completes their Program, and all Parties will sign an Amendment for this purpose.

1. **Warranty of Eligibility:** [insert host name] represents and warrants that, as of the date of the execution of this Agreement: (i) it is not excluded, debarred, or otherwise ineligible to participate in any other U.S. federal, state, or local procurement or non-procurement programs; and (ii) it has not been convicted of a criminal offense related to the provision of U.S. federal, state, or local items or services that could lead to debarment or exclusion. Further, [insert host name] agrees to immediately notify Catholic University in the event the foregoing representation and warranty is no longer accurate. [insert host name] acknowledges and agrees this is a material term of the Agreement and any breach or nonfulfillment of same will entitle Catholic University to terminate this Agreement immediately, subject to the provisions of the termination provision of the Agreement.
2. **Force Majeure**: Neither [Host Institution]nor Catholic University shall not be liable for any failure or delay in complying with any obligation imposed on it under this Agreement caused by an act of God, nature, war or government, any pandemic or epidemic and responsive actions taken by government, any civil disturbance, or any labor disruption. When such an event occurs, the affected Party must promptly notify the other Party advising of the nature and expected duration of, and the obligation affected by, the event, and must use its best efforts to mitigate the effects of the event on their obligations under this Agreement.
3. **Insurance:**  Catholic University shall maintain bodily injury, property damage, and professional liability insurance with a minimum limit of $1,000,000 US per occurrence and an annual aggregate of $3,000,000 US per occurrence, throughout the duration of this Agreement.

[insert host name] shall maintain bodily injury, property damage and professional liability insurance, with coverage of at least $1,000,000 US per occurrence and an annual aggregate of $3,000,000 US per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence, rising out of, or caused by, the activity which is the subject of the Agreement, and will furnish to Catholic University a certificate evidencing that such insurance is in force.
4. **Changes to the Agreement.** This Agreement may be modified, amended, or renewed only by written consent of the Parties.
5. **Relationship.** The relationship of the Parties under this Agreement shall be that of independent contractors, and a Party shall not be deemed, nor hold itself out as being, a partner or agent of the other party. Neither Party shall be liable for acts of the other, nor shall they be liable for the acts of students participating in the Program.
6. **Governing Law.** This Agreement shall be governed by District of Columbia law.

The Parties signing below for Catholic University and [Host Institution]hereby warrant and represent that they have right, power, and authority to execute and deliver this Agreement.

The signatures on this Agreement, and any notices provided hereunder, may be electronic, as may be their transmission, and the Parties agree that electronically executed and transmitted documents constitute originals. The Agreement may be executed in multiple counterparts which, taken together, constitute a single original executed Agreement.

# [Host Institution] The Catholic University of America

Name J. Steven Brown, Ph.D.

Title Sr. Vice Provost for Administration

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Signature Signature

Date: Date:**Appendix A**

**Direct Billing Agreement**

Catholic University agrees to be invoiced directly by [Host Institution]. Catholic University will inform [Host Institution]as to the guidelines of their direct billing model, for example, what expenses will be covered and how they will be paid, as well as whether this applies to certain terms or all. Terms are defined as Semester (SEM), Summer (SUM) and Winter Break (WBR).

This Agreement applies to the terms and/or locations indicated in the following table:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Insert table of locations and semesters |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

The student will pay [insert host name] the program deposit when submitting an application. This amount will be deducted from the invoice sent to Catholic University.

Catholic University agrees to comply with [insert host name]’ final payment deadlines. [insert host name] agrees to send all invoices to Catholic University such that they are received at least 30 days prior to the due date.

Notwithstanding anything in this Agreement to the contrary, the Parties agree that Catholic University’s payments to [insert host name] are conditioned upon Catholic University’s timely receipt of student tuition payments for the applicable Program term. Catholic University bears no liability to [insert host name] should a student fail to make such payments to the University.

**Appendix B**

[Host Institution]**Housing Requirements**

Catholic University student housing must meet the following specifications prior to the arrival of any home institution students:

* Accommodations meet local health and safety codes.
* Accommodations provide sufficient space and adequate facilities for compliance with health requirements, including sufficient space for COVID-19 social distancing.
* Smoke detectors are located by each sleeping area and may also be placed in additional areas if required by law or insurance requirements.
* Emergency exits are clearly marked and accessible.
* Fire extinguishers are operative and accessible to students.
* If a cooking area is available, a fire extinguisher is operative, visible, and located nearby.
* Accommodations are located away from high-crime areas.
* Accommodations have reasonable outdoor lighting, particularly around entrances/exits.
* Student rooms and cooking areas are clean and well maintained, with:
* No evidence of water damage, mold, or mildew.
* No evidence of rats, roaches, or other pests.
* No temporary wiring.
* There are individual locks on the student sleeping areas.
* Windows can open, close, and (if on the ground floor) be locked/unlocked.
* Any host family accommodations are inspected and reviewed at least once a year. Any unsafe conditions or practices have been corrected prior to student arrival, and host families receive consistently positive student reviews.

**Appendix C**

**Service Package(s)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| CATHOLIC UNIVERSITY SERVICE PACKAGE | Optional? | Billable to Partner | Billable to Student | Free to Students | Not Available through University |
| Housing (Basic) |  |  |  |  |  |
| Meal Plan |  |  |  |  |  |
| Insurance |  |  |  |  |  |
| Visa Advising |  |  |  |  |  |
| Official Transcript |  |  |  |  |  |
| Airport Pick-Up |  |  |  |  |  |
| Onsite Orientation |  |  |  |  |  |
| On-Campus Cultural Events |  |  |  |  |  |
| Single-Day Excursions |  |  |  |  |  |
| Overnight Excursions |  |  |  |  |  |
| Other: |  |  |  |  |  |
| Other: |  |  |  |  |  |